

File No. 201177

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight
Board of Supervisors Meeting:

Date: Nov 19, 2020

Date: _____

Cmte Board

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

OTHER

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|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>HPC Reso No. 1141 – October 7, 2020</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning Executive Summary – October 7, 2020</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>ASR Valuation</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CEQA Determination – September 25, 2020</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Pre-Application Inspection Report – June 2, 2020</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning Letter – October 14, 2020</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Prepared by: John Carroll

Date: Nov 13, 2020

Prepared by: John Carroll

Date: _____

1 [Mills Act Historical Property Contract - 1315 Waller Street]

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3 **Resolution approving a historical property contract between AIMKO 2015 Trust, the**
4 **owners of 1315 Waller Street, 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. 201177, 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
22 provisions of the Mills Act and to preserve these historic buildings; and

23 WHEREAS, 1315 Waller Street has been nominated to the National Register of
24 Historic Places (National Register), and is expected to be listed on the National Register by

25

1 the time this Resolution becomes effective, and thus will qualify as an historical property as
2 defined in Administrative Code, Section 71.2; and

3 WHEREAS, A Mills Act application for an historical property contract has been
4 submitted by AIMKO 2015 Trust, the owners of 1315 Waller Street, detailing rehabilitation
5 work and proposing a maintenance plan for the property; and

6 WHEREAS, As required by Administrative Code, Section 71.4(a), the application for
7 the historical property contract for 1315 Waller Street was reviewed by the Office of the
8 Assessor-Recorder and the Historic Preservation Commission; and

9 WHEREAS, The Assessor-Recorder has reviewed the historical property contract and
10 has provided the Board of Supervisors with an estimate of the property tax calculations and
11 the difference in property tax assessments under the different valuation methods permitted by
12 the Mills Act in its report transmitted to the Board of Supervisors on October 15, 2020, which
13 report is on file with the Clerk of the Board of Supervisors in File No. 201177 and is hereby
14 declared to be a part of this Resolution as if set forth fully herein; and

15 WHEREAS, The Historic Preservation Commission recommended approval of the
16 historical property contract in its Resolution No. 1141, including approval of the Rehabilitation
17 Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of
18 the Board of Supervisors in File No. 201177 and is hereby declared to be a part of this
19 Resolution as if set forth fully herein; and

20 WHEREAS, The draft historical property contract between AIMKO 2015 Trust, the
21 owners of 1315 Waller Street, and the City and County of San Francisco is on file with the
22 Clerk of the Board of Supervisors in File No. 201177 and is hereby declared to be a part of
23 this Resolution as if set forth fully herein; and

24 WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to
25 Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's

1 recommendation and the information provided by the Assessor's Office in order to determine
2 whether the City should execute the historical property contract for 1315 Waller Street; and

3 WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the
4 owner of 1315 Waller Street with the cost to the City of providing the property tax reductions
5 authorized by the Mills Act, as well as the historical value of 1315 Waller Street and the
6 resultant property tax reductions, and has determined that it is in the public interest to enter
7 into a historical property contract with the applicants; now, therefore, be it

8 RESOLVED, That, provided that 1315 Waller Street is listed in the National Register by
9 the time this Resolution becomes effective, the Board of Supervisors hereby approves the
10 historical property contract between AIMKO 2015 Trust, the owners of 1315 Waller Street,
11 and the City and County of San Francisco; and, be it

12 FURTHER RESOLVED, That, provided that 1315 Waller Street is listed in the National
13 Register by the time this Resolution becomes effective, the Board of Supervisors hereby
14 authorizes the Planning Director and the Assessor-Recorder to execute the historical property
15 contract and record the historical property contract.

16 FURTHER RESOLVED, That if 1315 Waller Street is not listed in the National Register
17 as of the date on which this Resolution becomes effective, then the Board, by approving this
18 Resolution, does not approve the historical property contract between AIMKO 2015 Trust, the
19 owners of 1315 Waller Street, and the City and County of San Francisco.

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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 AIMKO 2015 Trust ("Owners").

RECITALS

Owners are the owners of the property located at 1315 Waller Street, in San Francisco, California (Block 1255, Lot 080). The building located at 1315 Waller 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 four hundred sixteen thousand six hundred and thirty-five dollars (\$416,635.00). (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 nine thousand nine hundred and twenty dollars (\$9,920.00) 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: _____
Carmen Chu, Assessor-Recorder

By: _____ DATE: _____
Rich Hillis, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: _____ DATE: _____
Andrea Ruiz-Esquide, Deputy City Attorney

OWNERS

By: _____ DATE: _____
Tjarko Leifer, Owner

By: _____ DATE: _____
Aimee Leifer, Owner

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

Exhibit A: Rehabilitation/ Restoration Plan

1 Building Feature: Waller Street - Entry Stair Landing

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$12,245

Description of Work:

Replace exposed plywood landing at the front door entry with appropriate marble/stone/tile mosaic flooring and waterproofing at landing. New front landing will be compatible to the historic building and conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

2 Building Feature: Waller Street - Front Entry Stairs

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$17,515

Description of Work:

Clean staining, soiling, biological growth, and discoloration at marble entry stair and concrete base landing/steps. Repair stone, including wear, chips, and cracks as needed. All work will comply with the National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

3 Building Feature: Entry Stair Iron Handrail & Concrete Base

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023 and Every 7-10 years as Needed

Total Cost (rounded to nearest dollar): \$9,672

Description of Work:

Treat corrosion at handrails and prepare, prime, and paint with appropriate rust inhibitive metal paint. At the concrete base of the rail/side walls, remove paint and clean concrete substrate (taking care not to use acidic cleaners near the marble steps) or prepare, prime, and repaint with appropriate breathable masonry paint. Work will comply with the National Park Service's Preservation Brief #27: The Maintenance and Repair of Architectural Cast Iron and Preservation Brief #15: Preservation of Historic Concrete. Work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 4	Building Feature: Waller Street Façade - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023 and Every 7-10 years as Needed

Total Cost (rounded to nearest dollar): \$70,680

Description of Work:

It appears the façade was last repainted sometime before 2008. Assess and inspect the facade for wood damage or deterioration, and repair as needed, including patching holes and sealing gaps at the garage scone escutcheons. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building, and elements determined to be damaged or deteriorated beyond repair will be replaced in-kind (e.g., wood for wood). Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows and Item 6 for detail at doors). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 5	Building Feature: Waller Street Façade - Windows		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$84,925

Description of Work:

Rehabilitate wood windows. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty with appropriate paint. Consider installation of appropriate weather-stripping. At first floor original windows, consider restoring operability to windows that are not operable. Repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. At second floor non-historic (but compatible) double-paned insert windows, rehabilitate to improve weather- stripping/poor performance and deteriorated sash tracks or consider replacing with new wood sash to match the original appearance. At attic window, rehabilitate or replace attic window with appropriate compatible wood window (based on further research and site investigation) to resolve soundness of window and weather-tightness. All work will comply with the National Park Service's Preservation Brief #9: The Repair of Historic Wooden Windows and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 6	Building Feature: Waller Street Doors		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$19,143

Description of Work:

Rehabilitate and maintain doors, including hardware to keep in good working order. Prepare, prime, and paint with appropriate paint. At garage doors and side (trade hall) door, treat deterioration, including checks/splits, and deterioration at joints of stiles and rails. Clean and maintain glass lites at garage doors. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 7	Building Feature: Main Roof		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2025

Total Cost (rounded to nearest dollar): \$47,043

Description of Work:

The roofing at the main roof appears to have been replaced in 1993. Inspect main roof and replace existing shingle roofing with new shingle roofing. Repair or replace related flashing, waterproofing, and gutters as needed. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 8	Building Feature: Rear/ South Façade - Wood Repair		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2027

Total Cost (rounded to nearest dollar): \$15,392

Description of Work:

Investigate bulged/split siding at the west kitchen window and bulged siding and split eave board at the top of the south kitchen wall. Correct deficiencies and ensure weather-tightness as needed. Repair or replace siding to match existing as needed. Prepare, prime, and paint with appropriate paint. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 9	Building Feature: Rear/ South Façade - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2027

Total Cost (rounded to nearest dollar): \$23,444

Description of Work:

Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Prepare, prime, and paint with appropriate paint, including windows and doors - (see Rehabilitation/Restoration Item #8 for detail at wood siding). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 10	Building Feature: Secondary Side Elevations - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2029

Total Cost (rounded to nearest dollar): \$58,358

Description of Work:

Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Patch holes at abandoned mechanical conduits/ducts as needed. Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 11	Building Feature: Secondary Side Elevations - Windows		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2029

Total Cost (rounded to nearest dollar): \$24,490

Description of Work:

During painting work access, assess wood condition and repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weatherstripping. At the east lightwell non-historic wood casement windows, replace Plexiglas with glass, and consider installation of appropriate weatherstripping. Alternatively, consider appropriate replacement windows. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 12	Building Feature: Roofing Over Kitchen		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2031

Total Cost (rounded to nearest dollar): \$33,728

Description of Work:

Inspect roofing, and replace roofing at deck area over kitchen. Ensure waterproofing at guard rail penetrations/anchorage including repairing wood guardrail as needed. Ensure roof is sloped to drain properly to adjacent gutter. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit B: Maintenance Plan

1 Building Feature: Front Entry Stairs - Visual Inspection

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

Description of Work:

Perform visual inspection of concrete and marble main entry stair with metal railings and marble/stone/tile landing annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration. Assess adjacent bush/vegetation and maintain/trim to prevent building damage; consider a planting support system that keeps the plant from attaching to the adjacent historic materials. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings.

2 Building Feature: Facades - Visual Inspection

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$23,250

Description of Work:

Perform visual inspection of facades, including wood siding and decorative trim, metal work and flashings, sealant failure, and other signs of deterioration. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.

Exhibit B: Maintenance Plan

# 3	Building Feature: Windows and Doors - Visual Inspection		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$23,250

Description of Work:

Perform visual inspection of wood windows and doors (including main entry door, garage doors, and side/trade hall doors at Waller St.) with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Assess hardware, window sash cords, window function, lubricate hardware, etc. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.

# 4	Building Feature: Waller St. Façade - Cleaning		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2025 and every 2 years thereafter

Total Cost (rounded to nearest dollar): \$6,200

Description of Work:

Soft-wash/gently clean with mild detergent and low pressure rinsing/hand wiping to maintain appearance and prolong life of paint as recommended by paint manufacturer. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

# 5	Building Feature: Roof (Main & Roof Over Kitchen)		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

Description of Work:

Inspect roofing for defects and deterioration annually, including associated flashing and sealants (and skylights at the main roof). Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

Exhibit B: Maintenance Plan

# 6	Building Feature: Roof Gutters and Downspouts		
Rehab/Restoration	Maintenance	Completed	Proposed

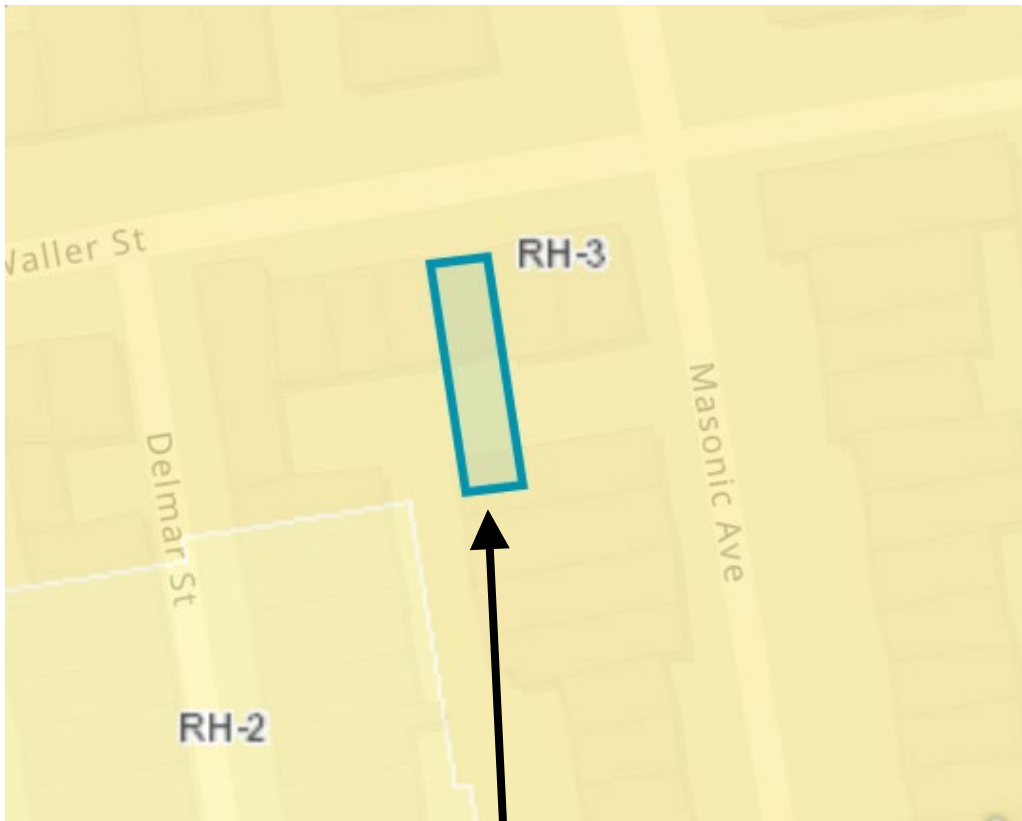
Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

Description of Work:

Inspect and clean all roof gutters, drains and downspouts annually. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

Zoning Map

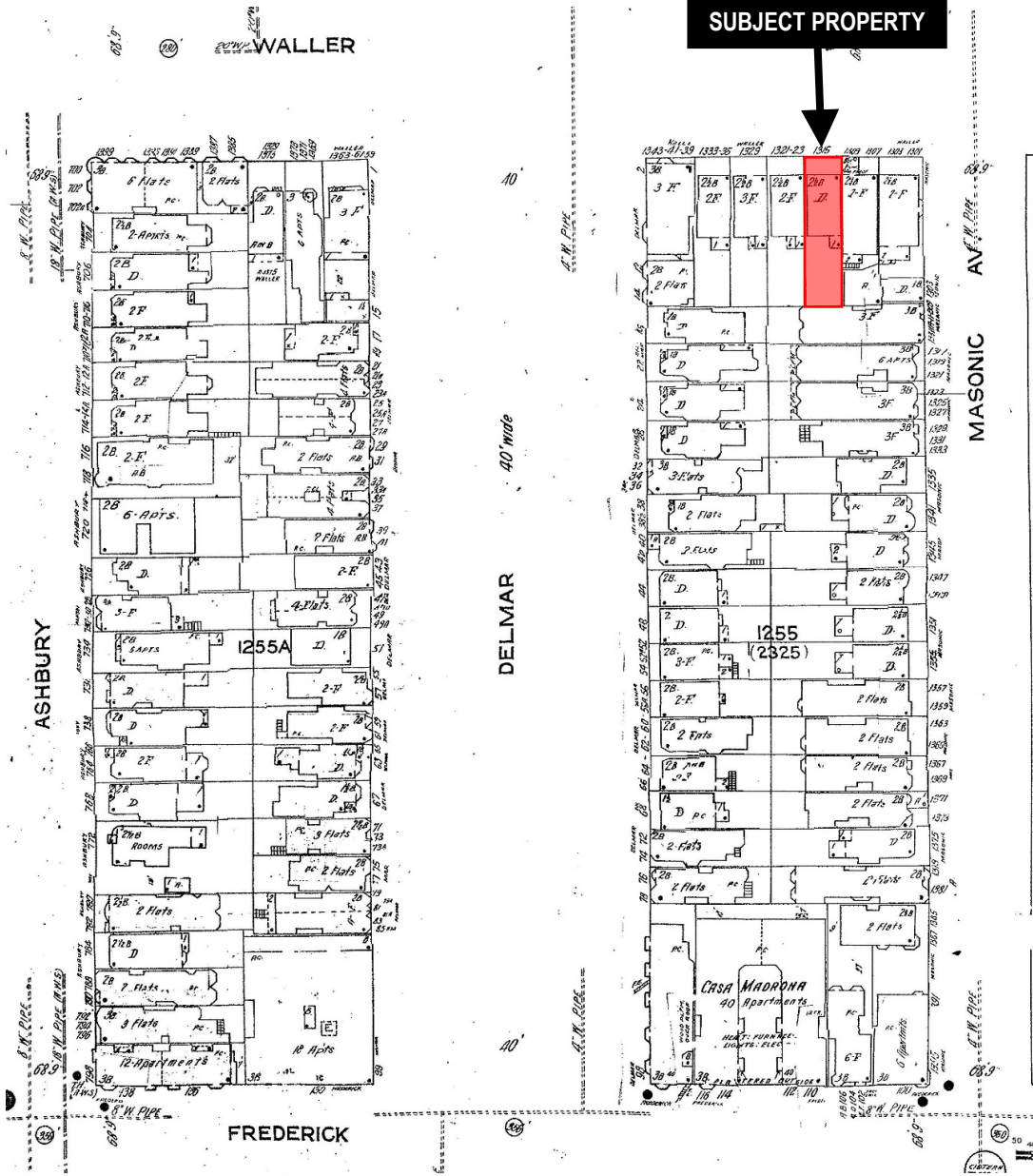


SUBJECT PROPERTY



Record Number: 2020-004811MLS
1315 Waller Street
Mills Act Historical Property Contract

Sanborn Map*



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



Aerial Photo



SUBJECT PROPERTY



Record Number: 2020-004811MLS
1315 Waller Street
Mills Act Historical Property Contract

Site Photo



Record Number: 2020-004811MLS
1315 Waller Street
Mills Act Historical Property Contract

2020 MILLS ACT APPLICATIONS
 ASSESSOR PRELIMINARY VALUATIONS

As of July 1, 2020

Upon recording of the Mills Act contract by December 31, 2020 the first year of the Mills Act Value will be for the 2021-2022 fiscal year

APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	2020 Factored Base Year Value	Restricted Income Approach Value	Market Value	Taxable Mills Act Value	Reduction in Assessed Value	Percentage % Reduction From FBVY	2019 * Property Tax Rate	Estimated Property Taxes without Mills Act	Estimated Property Taxes with Mills Act	Estimated Property Tax Savings
0164-010	450 Pacific	Office	No	1907/2009	28,586	\$31,771,200	\$23,363,000	\$32,873,000	\$23,363,000	(\$8,408,200)	-26.46%	1.1801%	\$374,932	\$275,707	(\$99,225)
0865-008	59 Potomac	SFR	Yes	1899	1,751	\$2,594,940	\$632,000	\$2,650,000	\$632,000	(\$1,962,940)	-75.64%	1.1801%	\$30,623	\$7,458	(\$23,165)
1255-080	1315 Waller	SFR	Yes	1900/2018	3,164	\$3,392,672	\$1,658,342	\$4,000,000	\$1,658,342	(\$1,734,330)	-51.12%	1.1801%	\$40,037	\$19,570	(\$20,467)

- Remarks:
- (a) 2020 property tax rate will not be established until late September 2020
 - (b) Historical property contract must be recorded by December 31, 2020
 - (c) Mills Act valuation becomes effective as of January 1, 2021 for the Fiscal year July 1, 2021 to June 30, 2022



HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 1141

HEARING DATE: OCTOBER 7, 2020

Record No.: 2020-004811MLS
Project Address: 1315 WALLER STREET
Zoning: RH-3 (Residential - House, Three-Family) Zoning District
Height/Bulk: 40-X Height and Bulk District
Historic District: National Register of Historic Places
Block/Lot: 1255/080
Project Sponsor: Aimee & Tjarko Leifer
Property Owner: AIMKO 2015 Trust
1315 Waller Street
San Francisco, CA 94117
Staff Contact: Michelle Taylor – (628) 652-7352
Michelle.Taylor@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 1315 WALLER STREET.

WHEREAS, The Mills Act, California Government Code Sections 50280 et seq. (“the Mills Act”) authorizes local governments to enter into contracts with owners of private historical properties 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 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 section 15331; and

WHEREAS, The existing building located at 1315 Waller Street was nominated for listing on the National Register of Historic Places before December 31, 2019; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1315 Waller Street, which are located in Case Docket No. 2020-004811MLS. Subject to the property being listed in the National Register of Historic Places at the time the Mills Act Historical Property Contract becomes effective, the Planning Department recommends approval of the contract, rehabilitation program, and maintenance plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 1315 Waller Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on October 7, 2020, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1315 Waller Street, which are located in Case Docket No. 2020-004811MLS.

THEREFORE, BE IT RESOLVED That the HPC hereby recommends that, subject to the property being listed in the National Register of Historic Places at the time the Mills Act Historical Property Contract becomes effective, the Board of Supervisors approve such contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 1315 Waller Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

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 1315 Waller Street, and other pertinent materials in the case file 2020-004811MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 7, 2020.



Jonas P. Ionin
Commissions Secretary

AYES: Black, Foley, Johns, Pearlman, So, Matsuda, Hyland

NOES: None

ABSENT: None

ADOPTED: October 7, 2020

EXHIBIT A

Mills Act Historical Property Rehabilitation Program for the historic building located at 1315 Waller Street.

Exhibit A: Rehabilitation/ Restoration Plan

1 Building Feature: Waller Street - Entry Stair Landing

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$12,245

Description of Work:

Replace exposed plywood landing at the front door entry with appropriate marble/stone/tile mosaic flooring and waterproofing at landing. New front landing will be compatible to the historic building and conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

2 Building Feature: Waller Street - Front Entry Stairs

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$17,515

Description of Work:

Clean staining, soiling, biological growth, and discoloration at marble entry stair and concrete base landing/steps. Repair stone, including wear, chips, and cracks as needed. All work will comply with the National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

3 Building Feature: Entry Stair Iron Handrail & Concrete Base

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023 and Every 7-10 years as Needed

Total Cost (rounded to nearest dollar): \$9,672

Description of Work:

Treat corrosion at handrails and prepare, prime, and paint with appropriate rust inhibitive metal paint. At the concrete base of the rail/side walls, remove paint and clean concrete substrate (taking care not to use acidic cleaners near the marble steps) or prepare, prime, and repaint with appropriate breathable masonry paint. Work will comply with the National Park Service's Preservation Brief #27: The Maintenance and Repair of Architectural Cast Iron and Preservation Brief #15: Preservation of Historic Concrete. Work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 4	Building Feature: Waller Street Façade - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023 and Every 7-10 years as Needed

Total Cost (rounded to nearest dollar): \$70,680

Description of Work:

It appears the façade was last repainted sometime before 2008. Assess and inspect the facade for wood damage or deterioration, and repair as needed, including patching holes and sealing gaps at the garage scone escutcheons. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. and elements determined to be damaged or deteriorated beyond repair will be replaced in-kind (e.g., wood for wood). Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows and Item 6 for detail at doors). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 5	Building Feature: Waller Street Façade - Windows		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$84,925

Description of Work:

Rehabilitate wood windows. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty with appropriate paint. Consider installation of appropriate weather-stripping. At first floor original windows, consider restoring operability to windows that are not operable. Repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. At second floor non-historic (but compatible) double-paned insert windows, rehabilitate to improve weather- stripping/poor performance and deteriorated sash tracks or consider replacing with new wood sash to match the original appearance. At attic window, rehabilitate or replace attic window with appropriate compatible wood window (based on further research and site investigation) to resolve soundness of window and weather-tightness. All work will comply with the National Park Service's Preservation Brief #9: The Repair of Historic Wooden Windows and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 6	Building Feature: Waller Street Doors		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$19,143

Description of Work:

Rehabilitate and maintain doors, including hardware to keep in good working order. Prepare, prime, and paint with appropriate paint. At garage doors and side (trade hall) door, treat deterioration, including checks/splits, and deterioration at joints of stiles and rails. Clean and maintain glass lites at garage doors. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 7	Building Feature: Main Roof		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2025

Total Cost (rounded to nearest dollar): \$47,043

Description of Work:

The roofing at the main roof appears to have been replaced in 1993. Inspect main roof and replace existing shingle roofing with new shingle roofing. Repair or replace related flashing, waterproofing, and gutters as needed. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 8	Building Feature: Rear/ South Façade - Wood Repair		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2027

Total Cost (rounded to nearest dollar): \$15,392

Description of Work:

Investigate bulged/split siding at the west kitchen window and bulged siding and split eave board at the top of the south kitchen wall. Correct deficiencies and ensure weather-tightness as needed. Repair or replace siding to match existing as needed. Prepare, prime, and paint with appropriate paint. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 9	Building Feature: Rear/ South Façade - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2027

Total Cost (rounded to nearest dollar): \$23,444

Description of Work:

Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Prepare, prime, and paint with appropriate paint, including windows and doors - (see Rehabilitation/Restoration Item #8 for detail at wood siding). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 10	Building Feature: Secondary Side Elevations - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2029

Total Cost (rounded to nearest dollar): \$58,358

Description of Work:

Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Patch holes at abandoned mechanical conduits/ducts as needed. Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 11	Building Feature: Secondary Side Elevations - Windows		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2029

Total Cost (rounded to nearest dollar): \$24,490

Description of Work:

During painting work access, assess wood condition and repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weatherstripping. At the east lightwell non-historic wood casement windows, replace Plexiglas with glass, and consider installation of appropriate weatherstripping. Alternatively, consider appropriate replacement windows. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Exhibit A: Rehabilitation/ Restoration Plan

# 12	Building Feature: Roofing Over Kitchen		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2031

Total Cost (rounded to nearest dollar): \$33,728

Description of Work:

Inspect roofing, and replace roofing at deck area over kitchen. Ensure waterproofing at guard rail penetrations/anchorage including repairing wood guardrail as needed. Ensure roof is sloped to drain properly to adjacent gutter. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

EXHIBIT B

Mills Act Historical Property Maintenance Plan for the historic building located at 1315 Waller Street.

Exhibit B: Maintenance Plan

1

Building Feature: Front Entry Stairs - Visual Inspection

Rehab/Restoration

Maintenance

Completed

Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

Description of Work:

Perform visual inspection of concrete and marble main entry stair with metal railings and marble/stone/tile landing annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration. Assess adjacent bush/vegetation and maintain/trim to prevent building damage; consider a planting support system that keeps the plant from attaching to the adjacent historic materials. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings.

2

Building Feature: Facades - Visual Inspection

Rehab/Restoration

Maintenance

Completed

Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$23,250

Description of Work:

Perform visual inspection of facades, including wood siding and decorative trim, metal work and flashings, sealant failure, and other signs of deterioration. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.

Exhibit B: Maintenance Plan

# 3	Building Feature: Windows and Doors - Visual Inspection		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$23,250

Description of Work:

Perform visual inspection of wood windows and doors (including main entry door, garage doors, and side/trade hall doors at Waller St.) with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Assess hardware, window sash cords, window function, lubricate hardware, etc. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.

# 4	Building Feature: Waller St. Façade - Cleaning		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2025 and every 2 years thereafter

Total Cost (rounded to nearest dollar): \$6,200

Description of Work:

Soft-wash/gently clean with mild detergent and low pressure rinsing/hand wiping to maintain appearance and prolong life of paint as recommended by paint manufacturer. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

# 5	Building Feature: Roof (Main & Roof Over Kitchen)		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

Description of Work:

Inspect roofing for defects and deterioration annually, including associated flashing and sealants (and skylights at the main roof). Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

Exhibit B: Maintenance Plan

# 6	Building Feature: Roof Gutters and Downspouts		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

Description of Work:

Inspect and clean all roof gutters, drains and downspouts annually. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

MILLS ACT APPLICATION
1315 WALLER STREET
SAN FRANCISCO, CALIFORNIA
[18364A]

PREPARED FOR: TJARKO & AIMEE LEIFER

PRIMARY PROJECT CONTACT:
Christina Dikas
Page & Turnbull, 170 Maiden Lane, 5th floor
San Francisco, CA 94108
415.593.3224/ 415.362.5560 fax
dikas@page-turnbull.com



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MILLS ACT HISTORICAL PROPERTY CONTRACT

INFORMATIONAL PACKET AND APPLICATION GUIDE

State Law and Chapter 71 of the San Francisco Administrative Code allows the City and County of San Francisco to enter into a preservation contract with local property owners who restore and preserve qualified historic properties. In exchange for maintaining and preserving a historic property, the owner receives a property tax reduction. Planning staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.

Español: Si desea ayuda sobre cómo llenar esta solicitud en español, por favor llame al 415.575.9010. Tenga en cuenta que el Departamento de Planificación requerirá al menos un día hábil para responder

中文：如果您希望獲得使用中文填寫這份申請表的幫助，請致電 415.575.9010。請注意，規劃部門需要至少一個工作日來回應。

Tagalog: Kung gusto mo ng tulong sa pagkumpleto ng application na ito sa Filipino, paki tawagan ang 415.575.9120. Paki tandaan na mangangailangan ang Planning Department ng hindi kukulangin sa isang araw na pantrabaho para makasagot.

WHAT IS A MILLS ACT PROPERTY CONTRACT?

The Mills Act Contract is an agreement between the City and County of San Francisco and the owner of a qualified property based on California Government Code, Article 12, Sections 50280-50290 (Mills Act). This state law, enacted in 1972, grants the City and County of San Francisco the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Owners of qualifying historic properties who agree to comply with certain preservation restrictions receive a potential property tax savings to help offset the costs to restore, rehabilitate, and maintain their historic property according to the *Secretary of the Interior's Standards* and the California Historical Building Code. The Mills Act allows historic property owners to restore their historic buildings; obligates future owners to the maintenance and care of the property; and may provide significant property tax savings to the property owner, particularly to smaller, single-family homeowners. The San Francisco Board of Supervisors approves all final contracts. Once executed, the contract is recorded on the property and leads to reassessment of the property the following year.

WHO MAY APPLY FOR A MILLS ACT PROPERTY CONTRACT?

The Mills Act is for qualified historic property owners who agree to rehabilitate, restore and maintain their property and in conformance with the *Secretary of the Interior's Treatment of Historic Properties*, in particular the Standards for Rehabilitation, and the California Historical Building Code. Rehabilitation, restoration and maintenance work to the property must begin and be completed during the initial ten year term of the Mills Act Contract. Qualified historic properties are those that have been designated as a City Landmark or those listed on the National Register or California Register of Historic Places. Eligibility for Historical Property Contracts shall be limited to residential buildings or structures with a pre-contract assessed valuation of \$3,000,000 or less and commercial and industrial buildings with a pre-contract assessed valuation of \$5,000,000 or less, unless the individual property is granted an exemption from those limits by the Board of Supervisors.

If a property has multiple owners, all property owners of the subject property must enter into the contract simultaneously.

THE APPLICATION PACKET

This Application Packet is a summary of the Mills Act Historical Property Contract (“Mills Act Contract”) Program’s features. The complete details are described in the legal texts of the San Francisco Administrative Code, Chapter 71, California Government Code Sections 50280-50290 (Appendix A to this packet.) and California Taxation Code Article 1.9, Sections 439-439.4. (Appendix B to this packet.)

IMPORTANT: Please read the entire application packet before getting started. Applicants are responsible for all of the information contained in the Application Guide. Be sure to review the Application Checklist to ensure that you are submitting all of the required documents. Incomplete applications may not meet the schedule outlined in this application.

A Mills Act Historical Property Contract application provides the potential for property tax reduction. It is not a guarantee. Each property varies according to its income-generating potential and current assessed value. Mills Act properties are reassessed annually and periodically inspected for contract compliance.

WHICH PROPERTIES ARE ELIGIBLE TO APPLY?

In order to participate in the Mills Act Contract Program, properties must meet the following four criteria:

Criteria 1: Qualified Historic Property

The following are qualifying historic properties eligible for the Mills Act program.

- **Individually Designated Pursuant to Article 10 of the Planning Code.** Properties that have been designated as an individual city landmark.
- **Buildings in Landmark Districts Designated Pursuant to Article 10 of the Planning Code.** Properties that have been listed as a contributor to a city landmark district.
- **Properties Designated as Significant (Category I or II) Pursuant to Article 11 of the Planning Code.** Properties located in the C-3 Zoning District that have been determined to be a Category I or II, Significant Building.
- **Properties Designated as Contributory (Category III and IV) to a Conservation District Pursuant to Article 11 of the Planning Code.** Properties located in the C-3 Zoning District that have been determined to be Category III and IV.
- **Individual Landmarks under the California Register of Historical Resources.** Properties that have been officially designated as a California Register individual landmark.
- **Contributory Buildings in California Register of Historical Resources Historic Districts.** Properties that have been identified as a contributory building in a California Register Historic District.
- **Individual Landmarks listed in the National Register of Historic Places.** Properties that have been individually listed in the National Register.
- **Contributory Buildings listed in the National Register of Historic Places as a Historic District.** Properties that have been identified as a contributory building to a National Register Historic District.

NOTE: Properties with outstanding violations issued by the San Francisco Planning Department or the Department of Building Inspection are not eligible to apply for the Mills Act. Outstanding violations must be corrected before submitting a Mills Act application.

To be considered a qualifying historic property, the property owner must submit a complete application for listing or designation on or before December 31 of the year before the Mills Act application is made.

If there are any questions about whether your property is eligible, please contact the Planning Department at CPC.MillsActInfo@sfgov.org.

Criteria 2. Tax Assessment Value

Qualified historic properties must also meet a tax assessment value to be eligible for a Mills Act Contract. All owners of the property must enter into the Mills Act contract with the City.

For Residential Buildings: Eligibility is limited to a property tax assessment value of less than \$3,000,000.

For Commercial, Industrial or Mixed-Use Buildings: Eligibility is limited to a property tax assessment value of less than \$5,000,000.

Exceptions To Property Value Limits: A property may be exempt from the tax assessment value if it meets the following criteria:

- The qualified historic property is an exceptional example of architectural style or represents a work of a master architect or is associated with the lives of persons important to local or national history; or
- Granting the exemption will assist in the preservation and rehabilitation of a historic structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, deterioration, or abandonment.

Properties applying for a valuation exemption must provide evidence that the property meets the exemption criteria. This evidence must be documented by a qualified historic preservation consultant in a Historic Structure Report or Conditions Assessment to substantiate the circumstances for granting the exemption. Please contact Planning Department Preservation Staff to determine which report your property requires.

The Historic Preservation Commission shall make specific findings to the Board of Supervisors recommending approval or denial of the exemption. Final approval of this exemption is under the purview of the Board of Supervisors.

NOTE: Owners of properties with comparatively low property taxes due to Proposition 13 may not see a benefit with a Mills Act Contract. The assessed value under the Mills Act may be higher than the existing base-year value of the property. Generally, owners who have purchased their properties within the last ten years are more likely to benefit from entering into a Mills Act contract. As the Planning Department cannot give tax advice, applicants should consult with financial and tax professionals to assess the merits of applying for the Mills Act.

Criteria 3. Priority Considerations

All applications are reviewed on the merits of the Priority Consideration Criteria. An application must meet a minimum of three out of five criteria to be given priority for the program and must demonstrate a need for restoration, rehabilitation and preservation. If fewer than three of the criteria are met your application will still be considered, but may not be given priority. Properties requiring only routine maintenance may not be given priority. Properties needing financial assistance to commence or complete rehabilitation work will be given priority.

Historic properties must meet three or more of the following priority consideration criteria in order to be given priority for a Mills Act Contract:

- **Necessity:** The project will require a financial incentive to help ensure the preservation of the property. This criterion will establish that the property is in danger of deterioration and in need of substantial rehabilitation and restoration that has significant associated costs. Properties with open complaints, enforcement cases or violations will not meet this criterion.
- **Investment:** The project will result in additional private investment in the property other than for routine maintenance. This may include seismic retrofitting and substantial rehabilitation and restoration work. This criterion will establish that the owner is committed to investing in the restoration, rehabilitation and maintenance the property.
- **Distinctiveness:** The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature.
- **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.

Criteria 4. Rehabilitation/Restoration and Maintenance Plans

The purpose of a Mills Act Contract is to restore, rehabilitate and maintain historic properties. Program participants shall have Rehabilitation/Restoration and Maintenance plans with qualifying scopes of work that rehabilitate, restore and maintain the property. Qualifying scopes of work are those that prolong the life of the building. Examples of qualifying scopes of work include the following:

- Exterior restoration, rehabilitation, and preservation associated with the creation of an Accessory Dwelling Unit
- Façade restoration, rehabilitation, preservation
- Accessibility and Life Safety improvements, such as seismic retrofit
- Window repair or restoration
- Front stair/entrance repair or restoration
- Roof replacement
- Structural improvements, such as a new foundation
- Storefront repair or restoration
- Façade stabilization and repair, such as terra cotta repair, repair of historic stucco or wood cladding
- Theater marquee repair, restoration, or reconstruction
- Materials conservation, such as murals, frescos, and decorative plasterwork

NOTE: Additional scopes of work that are not listed above may be included as necessary to rehabilitate, restore and maintain the property. Scopes of work must be completed in conformance with the Secretary of the Interior's Standards for Rehabilitation and the California Historical Building Code. Critical infrastructure and rehabilitation tasks should be completed first. Scopes of work may be completed within the same calendar year as the application is made. All proposed scopes of work must be completed during the initial ten-year term of the contract. Permits and entitlements for scopes of work identified within the first three years of the Rehabilitation Plan must be filed prior to or during the Mills Act application process. All remaining permits and entitlements for scopes of work beyond year three must be secured and completed prior to the end of the ten-year Contract.

MILLS ACT TIMELINE

DECEMBER 31: Property owners submits a complete application for listing or designation as a qualified historical property before December 31 of the year before the Mills Act application is made.

JANUARY 1: Mills Act application period open. All Mills Act applications must be filed no later than May 1.

MARCH: To be given priority consideration, property owner must schedule a Project Review Meeting no later than March 15. Preservation staff will review completed DRAFT Mills Act application and offer guidance on next steps. Project Review Meeting Applications are available San Francisco Planning Department Website at www.sfplanning.org. **When completing the application, please state the purpose of the Project Review Meeting and check the box requesting the presence of Preservation Planner.**

Please note that meetings occur on a first come first basis. We recommend applying early to ensure that Preservation staff is available to meet with you prior to March 15.

APRIL: Schedule an Intake Appointment to submit your Mills Act application. Only complete submittals will be accepted! To ensure you have a complete application with all required materials, please refer to the checklist at the end of the application packet. Intake Application forms are available on the San Francisco Planning Department Website at www.sfplanning.org.

MAY 1: Mills Act applications due.

MID-MAY: Planning staff schedules site visit of property with property owner.

JUNE 1: Planning transmits applications to Office of Assessor-Recorder.

SEPTEMBER 1: Estimated valuation from the Office of Assessor-Recorder submitted to property owner.

SEPTEMBER 15: Property owner has until September 15 to review the valuation and ask the Office of Assessor-Recorder questions.

SEPTEMBER/OCTOBER:

- **Historic Preservation Commission Hearing.** Planning Department staff presents application to Historic Preservation Commission (HPC) for their review. HPC may recommend, modify, or deny approval to the Board of Supervisors (BOS).

The HPC meets the first and third Wednesday of each month. The HPC Hearing will be the third Wednesday in September or the first Wednesday in October.

- **Government and Audit Oversight Committee Hearing.** Government and Audit Oversight (GAO) Committee may Recommend, Not Recommend, or forward without Recommendation to the Full Board.

NOVEMBER: Board of Supervisors Final Hearing. Clerk of the Board Schedules Final Board of Supervisors (BOS) hearing. BOS may approve, modify or deny the contract.

DECEMBER:

- **City Attorney's Office finalizes contracts.** City Attorney verifies, prints and signs final contracts and returns to Planning.
- **Owners pick up contracts from Planning.** Owners sign and notarize contracts.

DECEMBER 15: Owners return signed and notarized contracts to Planning
Planning transmits contracts to Office of Assessor-Recorder to review and sign contracts.

DECEMBER 30: Owner records contracts at Office of Assessor-Recorder

- Office of the Assessor-Recorder
City Hall, Room 190
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Recording Hours of Operation: Mon-Fri (8-4pm)

- Owner responsible for all recording fees

JANUARY: Contracts are distributed

- Original contract is mailed to the Planning Department. Owner pays for conformed copy for their records.

FEBRUARY/MARCH: Mills Act Monitoring

- Planning mails contract compliance affidavits to owners.
Onsite property inspections occur every three years with Planning and the Assessor Recorder's Office.
- Owner returns affidavits to Planning no later than March 31.

MILLS ACT PROCESS & TIMELINE

Detailed timeline information provided on previous page under "Important Dates and Milestones"

Be Prepared

- Review the Informational Packet
- Determine whether your property qualifies for the Mills Act
- Gather estimates for all proposed scopes of work

Phase 1:

Planning Department Reviews Application

- Schedule a Project Review meeting with Preservation staff by March 15.
- Property owner schedules an Intake Appointment to submit the Mills Act application (April)
- Property owner submits completed application to Planning (Deadline May 1)
- Planning Department and the Office of Assessor-Recorder schedule site visits with the Owner for a property inspection.

Phase 2:

Assessor Calculates Valuations

- Planning transmits applications to Office of Assessor-Recorder. (June 1)
- Final valuation submitted to property owners. (September 1)
- Property owner reviews valuations. (Deadline September 15)

Phase 3:

Approvals: Historic Preservation Commission (HPC) Hearing

- The HPC may recommend, modify, or deny approval to the Board of Supervisors.

Phase 4:

Approvals: Government Audit and Oversight (GAO) Committee Hearing

- GAO Committee may Recommend, Not Recommend, or forward without Recommendation to the Full Board.

Phase 5:

Approvals: Board of Supervisors (BoS) Final Hearing

- Clerk of the Board schedules Final BoS hearing according to availability on the committee agenda. The Board of Supervisors may approve, modify, or deny the contract.

Phase 6:

Final Contracts Issued and Recorded

- City Attorney verifies, prints, and signs final contracts and returns to Planning.
- Owners pick up contracts from Planning, signs and has contracts notarized.
- Owners return contracts to Planning Department. (Deadline December 15)
- Planning transmits to Office of Assessor-Recorder to review and sign contracts.
- Owner records contracts at Office of Assessor-Recorder. (Deadline December 30)

Phase 7:

Contracts are distributed

- Original contract is mailed to the Planning Department. Owner pays for conformed copy for their records.

Phase 8:

Mills Act Monitoring

- Planning mails compliance affidavits to owners; owner then returns affidavit to Planning. (Deadline March 31)

San Francisco Planning Department
1650 Mission St, 4th Floor, 9am – 5pm
San Francisco, CA 94103
415.558.6378
www.sfplanning.org

Office of Assessor Recorder
City Hall, Room 190, 8am-4pm
San Francisco, CA 94103
415.554.5596
www.sfassessor.org

TERMS AND ROLES OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT

Duration of Contract

The Mills Act contract is for a minimum term of ten years. Absent non-renewal or cancellation as set forth below, an additional year is automatically added to the contract each year on its anniversary date, so the contract remains valid for ten years. Under these circumstances, the contract runs (essentially in perpetuity) with the land, which means it is binding on all future owners of the property.

Non-Renewal of the Contract

Should either party desire not to renew the contract for an additional year at any point, they can issue a notice of non-renewal giving the other party such notice. The owner may notify the Planning Department at least ninety days prior to the annual renewal date. The City may notify the owner at least sixty days prior to the annual renewal date. The owner may make a written protest. After either party issues a notice of non-renewal, the contract remains in effect for the balance of the 10-year term of the contract beyond the notice of non-renewal.

Rehabilitation and Maintenance of the Historic Property

Any work performed to the property must conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, specifically, the Standards for Rehabilitation and the California Historical Building Code. The owner must apply for and receive any necessary building permits or approvals, such as a Certificate of Appropriateness, for the first three years of work outlined in the Rehabilitation/Restoration or Maintenance plans during the Mill Act application process. All work outlined in the Rehabilitation/Restoration and Maintenance Plans must be completed during the ten year term of the Mills Act Contract. Work completed in the same calendar year as the Mills Act application is made may be included in the Rehabilitation Plan. The Rehabilitation/Restoration and Maintenance Plans must include Qualifying Scopes of Work or work that is necessary to prolong the life of the building. Qualifying Scopes of work may include restoration, seismic upgrades, accessibility, and other life-safety upgrades. Additional work may also be necessary.

Annual Monitoring and Periodic Inspections

The Planning Department issues an Affidavit for Annual Monitoring requiring the property owner to self-inspect and report to the Planning Department on the progress of rehabilitating and maintaining their property. The City may conduct periodic inspections of the property to confirm work has been completed in conformance with the approved Mills Act Contract. In compliance with state law, onsite inspections of the property by the Planning Department and the Office of the Assessor-Recorder will occur every five years. All site visits will be scheduled in advance with the property owner.

Breach of Contract

If the property owner is found to be in breach of contract, the City may cancel the contract whereupon the Assessor-Recorder will collect a cancellation fee of 12 1/2 percent (12.5%) of the fair market value of the property as determined by the Assessor-Recorder. Failure to rehabilitate or maintain the property are grounds for cancellation, among others, as set forth in the contract.

Recordation

A complete Mills Act contract must be recorded with the Office of the Assessor-Recorder. In order to record the contract, all approvals, signatures, recordation attachments must be included and all applicable recording fees must be paid by the property owner. A contract may be considered incomplete if all components are not adequately satisfied. To see the current recording fee schedule, go to www.sfassessor.org.

Transfer of Ownership

A Mills Act Contract runs with the property. Subsequent owners are bound by the terms and conditions of the contract, and obligated to complete any work identified in the contract that the prior owner did not complete, or partially completed and perform required maintenance, as well as all other owner obligations under the contract. For example, if an owner completes some of the contract mandated work in the first five years and then sells the property, the new buyer would have five years to complete the rehabilitation/restoration of the property. Prospective buyers will receive notice of the contract because it will be recorded.

Role of the Planning Department

The Planning Department oversees all Mills Act applications, presents applications before the appropriate hearing bodies and monitors the City's existing Mills Act properties. Preservation Planners work with property owners to complete their applications and develop rehabilitation and maintenance plans that are specific to each property. Planners keep the applicants informed throughout the year, as the application moves forward through the Office of the Assessor-Recorder, the Historic Preservation Commission, and the Board of Supervisors. The Planning Department also serves as the main point of contact for annual monitoring.

Role of the Office of Assessor-Recorder

The role of the Office of the Assessor-Recorder is to locate and accurately assess all taxable property in San Francisco and also serve as the county's official record-keeper of documents such as deeds, liens, maps and property contracts. In a Mills Act Historical Property contract, the Office of the Assessor-Recorder assesses qualified properties based on a state prescribed approach and records the fully executed contract. All Mills Act properties will receive an initial valuation during the application process and will be assessed annually by the January 1st lien date and in subsequent years, as required by state law.

Role of the Historic Preservation Commission

The Historic Preservation Commission (HPC) will hold a hearing to make a recommendation to the Board of Supervisors whether to approve, modify or deny the application. The HPC may include recommendations regarding the proposed rehabilitation, restoration, and maintenance work, the historic value of the qualified property and any proposed restrictions or maintenance requirements to be included in the final Historical Property Contract. The HPC's recommendation will be forwarded to the Board of Supervisors.

If the Historic Preservation Commission recommends disapproval of the contract, such decision shall be final unless the property owner files an appeal with the Clerk of the Board of Supervisors within 10 days of final action of the Historic Preservation Commission.

Role of the Board of Supervisors

The Mills Act Application is referred by the Planning Department to the Board of Supervisors. Every contract must be scheduled in a Committee of the Board of Supervisors. A report prepared by the Board of Supervisors Budget & Legislative Analysts Office will detail the property tax savings and the potential impact this may have on the City's finances. The Committee may recommend, not recommend or forward the application without recommendation to the full Board of Supervisors.

The Board of Supervisors has complete discretion whether to approve, disapprove, or approve with modifications the Mills Act Historical Property Contract. The final decision rests with the Board of Supervisors. The legislative process may take a minimum of five weeks.

FEES

Check the current fee schedule at the San Francisco Planning Department website for Mills Act and Project Review application fees.

Mills Act Contract Recording Fee

Contract recording fees are determined by the Office of the Assessor-Recorder. Contracts must be recorded in-person by the property owner at Office of the Assessor-Recorder.

Cancelations and Refunds

Applicant may withdraw a Mills Act application at any time during the application cycle. Applicant may request a refund for any remaining fees (once staff time and materials are deducted) if the application is canceled prior to the Historic Preservation Commission Hearing.

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION CHECKLIST:

Applicants should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. **Any application found to be incomplete may nullify the timelines in this application.**

Applications must be submitted as a hard copy and a digital copy to the Planning Department Mills Act Coordinator by **May 1st** in order to comply with the established timelines.

1. Mills Act Application

YES NO Has each property owner signed?

YES NO Has each signature been notarized?

2. High Property Value Exemption Form & Historic Structure Report (if applicable)

Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000.

YES NO Have you included a separate sheet of paper adequately justifying how the property meets the following exemption criteria and why it should be exempt from the property tax valuations?

YES NO Have you included a copy of the Historic Structure Report completed by a qualified consultant?

3. Priority Consideration Criteria Checklist

YES NO Have you included a separate sheet of paper adequately justifying how the property meets three or more priority consideration criteria?

4. Draft Mills Act Historical Property Contract

YES NO Have you reviewed the Planning Department's standard "Historical Property Contract"?

5. Notary Acknowledgement Form

YES NO Is the Acknowledgement Form complete?

YES NO Do the signatures match the names and capacities of signers?

6. Draft Rehabilitation/Restoration and Draft Maintenance Plans

YES NO Have you identified and completed the Rehabilitation/Restoration, and Maintenance Plans organized by contract year, including all supporting documentation, such as photographs and contractor's estimates related to the scopes of work?

7. Photographic Documentation

YES NO Have you provided both interior and exterior images (either digitally or on separate sheets of paper)? Are the images properly labeled?

8. Site Plan

- YES NO Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?

9. Tax Bill

- YES NO Did you include a copy of your most recent tax bill?

10. Rental Income Information

- YES NO Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?
N/A

11. Application Fee Payment

- YES NO Did you include a check payable to the San Francisco Planning Department? The current fee schedule for applications can be found on the Planning Department website.

12. Eligibility

APPLICATION FEE IS READY TO BE SUBMITTED PENDING INSTRUCTION FROM THE SAN FRANCISCO PLANNING DEPARTMENT. PER PLANNING, THE OWNER WILL BE NOTIFIED OF THE OUTSTANDING AMOUNT DUE FOLLOWING DEDUCTION FROM THE PAYMENT ON FILE FROM LAST YEAR'S SUBMISSION.

- YES NO Is your property a qualified historic property?
- YES NO If no, did you submit a complete city landmark designation application before December 31 of the previous year?
N/A

13. Project Review Meeting

- YES NO Did you attend a Project Review Meeting with Preservation Staff?

If yes, please provide date of Project Review Meeting. Date: March 10, 2020



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 1650 Mission St., Suite 400 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: 1315 Waller Street, San Francisco, CA 94117

Block/Lot(s): 1255/080

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.

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.

N/A

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): Tjarko Zuri Leifer

Company/Organization: N/A

Address: 1315 Waller Street
San Francisco, CA 94117

Email Address: tjarko@gmail.com

Telephone: 415-730-9300

Name (Owner 2): Aimee Marie LaFont Leifer

Company/Organization: N/A

Address: 1315 Waller Street
San Francisco, CA 94117

Email Address: aimeeleifer@gmail.com

Telephone: 415-730-9300

Name (Owner 3):

Company/Organization:

Address:

Email Address:

Telephone:

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.

329-333 Lyon Street, Block/Lot 1207/006

Applicant Information Same as above

Name:

Company/Organization:

Address:

Email Address:

Telephone:

Please Select Billing Contact Owner Applicant

Name: Tjarko Zuri Leifer

Email Address: tjarko@gmail.com

Telephone: 415-699-9592

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

Most Recent Assessed Value: \$ 3,319,150

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

Exemption from Tax Assessment Value

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;

Constructed in 1896 by shipwright and real estate developer John A. Whelan as his personal home, 1315 Waller Street is significant for its association with the pattern of residential development that characterized the Haight-Ashbury neighborhood at its peak in the late nineteenth century. With its dominant steeply gabled roof facing Waller Street and asymmetrical composition with a partial width front porch, canted bay windows, paired column supports, and abundance of richly patterned wall surfaces, 1315 Waller Street is also an exceptional example of the Queen Anne style of architecture as applied to a single-family house in the late nineteenth century in San Francisco.

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.

Granting the exemption will aid in financing repairs, rehabilitation/restoration, and maintenance of the home that would otherwise be in danger of disrepair including: the historic decorative wood Queen Anne facade and wood-sided secondary facades, a deteriorated historic exterior door and garage doors at the primary facade, rehabilitation of the historic and replacement windows, the concrete/marble/wrought/cast iron entry stair including replacement of the plywood landing with a more appropriate stone/tile landing, and replacement of the roofing, flashings, and gutters/drains, and maintenance of the associated skylights.

NOTE: A Historic Structures Report, 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

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. Only properties qualifying in three of the five categories are given priority consideration.

- Necessity:** The project will require a financial incentive to help ensure the preservation of the property. This criterion will establish that the property is in danger of deterioration and in need of substantial rehabilitation and restoration that has significant associated costs. Properties with open complaints, enforcement cases or violations will not meet this criterion.

The Mills Act will allow the building owners to conduct work that will restore historic integrity to the building, including the rehabilitation of the missing entry landing and of the replacement second floor windows and existing historic windows, restoration of deteriorated doors and garage doors at the primary facade, as well as wood repair and painting of the home. It will also allow for replacement of the roofing that has reached the end of its useful life. This work will be infeasible without the financial incentive that the Mills Act offers.

- Investment:** The project will result in additional private investment in the property other than for routine maintenance. This may include seismic retrofitting and substantial rehabilitation and restoration work. This criterion will establish that the owner is committed to investing in the restoration, rehabilitation and maintenance the property.

As stated under "Necessity," granting the Mills Act Contract will allow the building owners to invest in the home in a way that would otherwise be infeasible. The owners are very much committed to investing in the home as evidenced by the substantial loan they have taken already for major scopes such as seismic work (outside of the Mills Act application). The Mills Act will allow further investment into rehabilitation/restoration and

- Distinctiveness:** The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature.

Known colloquially as "Winter" because of the distinctive snowflake applique at the center of its front facade, 1315 Waller Street was constructed in 1896 by shipwright and real estate developer John A. Whelan as part of a row of four houses, now known as the Four Seasons, and as Whelan's personal home. The house has become a prominent visual landmark in the Haight-Ashbury neighborhood along with the other three Four Seasons

- 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.

Photographic Documentation

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

Site Plan

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

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

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: # 1	Building Feature: Waller Street - Entry Stair Landing		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 15,000			
Description of work: Replace exposed plywood landing at the front door entry with appropriate marble/stone/tile mosaic flooring and waterproofing at landing.			

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: # 2	Building Feature: Waller Street - Entry Stair		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 18,000			
Description of work: Clean staining, soiling, biological growth, and discoloration at marble entry stair and concrete base landing/steps. Repair stone, including wear, chips, and cracks as needed. All work will comply with the National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings.			

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: # 3	Building Feature: Entry Stair Iron Handrail & Concrete Base
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2023 and every 7-10 years as needed	
Total Cost: \$ 55,000	
Description of work: Treat corrosion at handrails and prepare, prime, and paint with appropriate rust inhibitive metal paint. At the concrete base of the rail/side walls, remove paint and clean concrete substrate or prepare, prime, and repaint with appropriate breathable masonry paint.	

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: # 4	Building Feature: Waller Street Facade - Painting
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2023 and every 7-10 years as needed	
Total Cost: \$ 85,000	
Description of work: Hire a qualified painting company to repair and repaint the front Waller Street facade of the house. Assess the facade for wood damage or deterioration, and repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building, and elements determined to be damaged or deteriorated beyond repair will be replaced in-kind (e.g., wood for wood). Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Items 6, 7, & 11 for detail at windows and Item 8 for detail at doors). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.	

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: # 5	Building Feature: Secondary Side Elevations - Painting		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 25,000			
Description of work: Assess facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Patch holes at abandoned mechanical conduits/ducts as needed. Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Items 9 & 10 for detail at windows). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.			

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: # 6	Building Feature: Waller Street Facade - 1st Floor Windows		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 24,000			
Description of work: Rehabilitate wood windows. At first floor original windows, consider restoring operability to windows that are not operable. Repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weatherstripping. All work will comply with the National Park Service's Preservation Brief #9: The Repair of Historic Wooden Windows and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

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: # 7	Building Feature: Waller Street Facade - 2nd Floor Windows		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 64,000			
Description of work: Rehabilitate wood-sash windows. At second floor non-historic (but compatible) double-paned insert windows, rehabilitate to improve weatherstripping/poor performance and deteriorated sash tracks or consider replacing with new wood sash to match the original appearance. Prepare, prime, and paint all wood with appropriate paint. All work will comply with the National Park Service's Preservation Brief #9: The Repair of Historic Wooden Windows and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

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: # 8	Building Feature: Ground Level Garage Doors/Side Door		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 20,000			
Description of work: Rehabilitate garage doors and side (trade hall) door to treat deterioration, including checks/splits, and deterioration at joints of stiles and rails. Repair and maintain hardware to keep in good working order. Prepare, prime, and paint with appropriate paint. Clean and maintain glass lites at the garage doors. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

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: # 9	Building Feature: West Facade - Bathroom Window
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2023	
Total Cost: \$ 8,000	
Description of work: During painting work access, assess wood condition and repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weatherstripping. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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: # 10	Building Feature: East Lightwell - Windows		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 16,000			
Description of work: During painting work access, assess wood condition of non-historic wood casement windows, and repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty/sealant as needed. Replace plexiglas with glass. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty/sealant. Consider installation of appropriate weatherstripping. Alternatively, consider appropriate replacement windows. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

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: # 11	Building Feature: Waller Street Facade - Attic Window		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 10,000			
Description of work: Based on further research and site investigation, rehabilitate or replace attic window with appropriate compatible wood window to resolve soundness of window and weather-tightness. Prepare, prime, and paint all wood with appropriate paint. All work will comply with the National Park Service's Preservation Brief #9: The Repair of Historic Wooden Windows.			

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: # 12	Building Feature: Rear-South Facade - Wood Repair
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2024 and every 5-7 years as needed	
Total Cost: \$ 10,000	
Description of work: Investigate bulged/split siding at the west kitchen window and bulged siding and split eave board at the top of the south kitchen wall. Correct deficiencies and ensure weather-tightness as needed. Repair or replace siding to match existing as needed. Prepare, prime, and paint with appropriate paint. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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: # 13	Building Feature: Rear/South Facade - Painting
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2024 and every 5-7 years as needed	
Total Cost: \$ 30,000	
Description of work: Assess facade for wood damage or deterioration, and repair as needed, including at wood windows and doors. Repair checked/split wood siding. Prepare, prime, and paint with appropriate paint, including windows (see Rehabilitation/Restoration Item #12 for detail at wood siding). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.	

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: # 14	Building Feature: Rear/South Facade - Roof Over Kitchen		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2024			
Total Cost: \$ 30,000			
Description of work: Inspect roofing, and replace roofing at deck area over kitchen. Ensure waterproofing at guard rail penetrations/anchorage including repairing wood guardrail as needed. Ensure roof is sloped to drain properly to adjacent gutter. (See Rehabilitation/Restoration Item #16 for detail at gutters). Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

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: # 15	Building Feature: Main Roof		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2024			
Total Cost: \$ 45,000			
Description of work: Inspect main roof and replace existing shingle roofing with new shingle roofing. Repair or replace related flashing, waterproofing, and gutters as needed. (See Rehabilitation/Restoration Item #16 for detail at gutters). Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

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: # 16	Building Feature: Roof Gutters		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2024			
Total Cost: \$ 12,000			
Description of work: Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work.			

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: # 17	Building Feature: Facades - Visual Inspection
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually 2022 and annually thereafter	
Total Cost: \$ 10,000	
Description of work: Perform visual inspection of exterior facades, including concrete and marble main entry stair with metal railings and marble/stone/tile landing, with binoculars, spotting scope, or similar as needed annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration (see Item #18 “Waller St. & Side Facades – Windows/Doors – Visual Inspection” and Item #19 “Rear/South Facade – Windows/Doors – Visual Inspection” for details related to those elements). Repair as needed. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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: # 18	Building Feature: Waller St. & Side Facades - Windows/Doors Vi
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually 2022 and annually thereafter	
Total Cost: \$ \$10,000	
Description of work: Perform visual inspection of wood windows and doors (including main entry door, garage doors, and side/trade hall doors at Waller St.) with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Assess hardware, window sash cords, window function, lubricate hardware, etc. Repair as needed. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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: # 19	Building Feature: Rear/South Facade - Windows/Doors - Visual
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually 2024 and every 2 years thereafter	
Total Cost: \$ 10,000	
Description of work: Perform visual inspection of wood windows and doors with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Assess hardware, window sash cords, window function, lubricate hardware, etc. Repair as needed. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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: # 20	Building Feature: Waller St. Facade & Rear/South Facade - Clean		
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually 2024 at Waller St. and 2025 at Rear/South Facade and every 2 years thereafter			
Total Cost: \$ 12,000			
Description of work: Soft-wash/gently clean with mild detergent and low pressure rinsing/hand wiping to maintain appearance and prolong life of paint as recommended by paint manufacturer. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

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: # 21	Building Feature: Rear/South Facade - Roof Over Kitchen
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually 2022 and annually thereafter	
Total Cost: \$ 15,000	
Description of work: Inspect roofing for defects and deterioration annually, including associated flashing and sealants. Repair as needed. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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: # 22	Building Feature: Main Roof
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually 2022 and annually thereafter	
Total Cost: \$ 15,000	
Description of work: Inspect roofing for defects and deterioration annually, including associated flashing, sealants, and skylights. Repair as needed. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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: # 23	Building Feature: Roof Gutters, Drain, and Downspouts
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually 2022 and annually thereafter	
Total Cost: \$ 15,000	
Description of work: Inspect and clean all roof gutters, drains and downspouts annually. Repair as needed. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

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.

Tjarko Leifer

Name (Print)

05/01/2020

Date



Signature

Aimee Leifer

Name (Print)

05/01/2020

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.

Tjarko Leifer

Name (Print)

05/01/2020

Date



Signature

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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.

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Tjarko Leifer

Name (Print)

05/01/2020

Date



Signature

II. EXEMPTION STATEMENT AND SIGNIFICANCE EVALUATION

The Mills Act Historical Property Contract requires all residential properties that are assessed at a value of more than \$3 million to include a Historic Structure Report (HSR) as part of the application. Representatives of the San Francisco Planning Department have indicated that the HSR could be limited in scope and should include, at minimum, a brief history of the building, a description of the building's historic condition, a summary of its existing condition, and an outline of short-term and long-term recommendations for rehabilitation. This limited Historic Structure Report, together with the Rehabilitation/Restoration & Maintenance Plan, serves to fulfill the requirements of the Mills Act and primarily focuses on conditions and treatment recommendations for the exterior of the building.

The Mills Act Historical Property Contract also requires that all residential properties that are assessed at a value of more than \$3M include justification for how the property meets the following criteria:

1. The qualified historic property is an exceptional example of architectural style or represents a work of a master architect or is associated with the lives of persons important to local or national history; OR
2. Granting the exemption will assist in the preservation and rehabilitation of a historic structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, deterioration, or abandonment.

The following addresses how the property meets both criteria:

Constructed in 1896 by shipwright and real estate developer John A. Whelan as his personal home, 1315 Waller Street is significant for its association with the pattern of residential development that characterized the Haight-Ashbury neighborhood at its peak in the late nineteenth century. With its dominant steeply gabled roof facing Waller Street and asymmetrical composition with a partial width front porch, canted bay windows, paired column supports, and abundance of richly patterned wall surfaces, 1315 Waller Street is also an exceptional example of the Queen Anne style of architecture as applied to a single-family house in the late nineteenth century in San Francisco, and therefore meets Criterion 1.

Granting the exemption will aid in financing repairs, rehabilitation/restoration, and maintenance of the home that would otherwise be in danger of disrepair including: the historic decorative wood Queen Anne facade and wood-sided secondary facades, a deteriorated historic exterior door and garage doors at the primary facade, rehabilitation of the historic and replacement windows, the concrete/marble/wrought/cast iron entry stair including replacement of the plywood landing with a more appropriate stone/tile landing, and replacement of the roofing, flashings, and gutters/drains, and maintenance of the associated skylights, and meets Criterion 2.

III. HISTORIC STRUCTURE REPORT

INTRODUCTION

This Focused Historic Structure Report has been prepared to accompany a Mills Act Historical Property Contract for the John A. Whelan House at 1315 Waller Street (APN 1255/080) in San Francisco’s Haight-Ashbury neighborhood. The house was originally constructed in 1896 by shipwright and speculative real estate developer John A. Whelan as part of a row of four similarly designed houses, later known collectively as the Four Seasons Houses. The house at 1315 Waller Street is the easternmost building within the group and is identified as “Winter” for the applied snowflake centerpiece relief on its front façade. Whelan used the house as his personal family home.

1315 Waller Street was included in the 1976 Department of City Planning Architectural Quality Survey (1976 DCP Survey) with a rating of “3” out of “5.”¹ Page & Turnbull prepared a National Register of Historic Places (National Register) nomination for the property in December 2019 and found the property to be significant at the local level for its association with residential development of the Haight-Ashbury neighborhood in the late nineteenth century and as a fine example of the Queen Anne style of architecture.

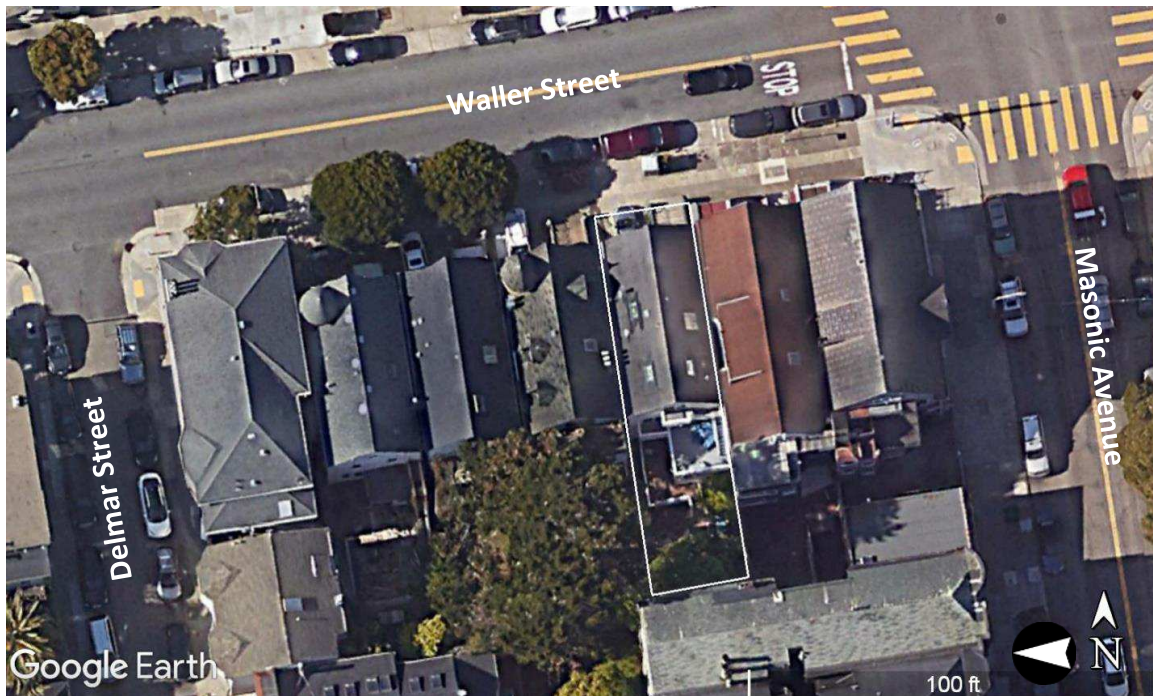


Figure 1: Aerial imagery of 1315 Waller Street. Google Earth Pro 2019.

¹ San Francisco Property Information Map, accessed March 16, 2020, <https://sfplanninggis.org/pim>.



Figure 2: 1315 Waller Street, primary facade, November 2019. Looking southeast.

BRIEF HISTORY OF 1315 WALLER STREET AND HISTORIC SIGNIFICANCE

1315 Waller Street is significant for its association with the residential development of the Haight-Ashbury neighborhood and as a fine example of the Queen Anne style of architecture. The following is excerpted from the 2019 National Register of Historic Places (National Register) form for the property:

Development of the Haight-Ashbury Neighborhood

The house is located at the south edge of San Francisco's Haight-Ashbury neighborhood, the boundaries defined by Fell Street at the north, Divisadero Street at the east, and Stanyan Street at the west. The southern border varies, running along Waller Street, Frederick Street, and Haight Street. The Golden Gate Park Panhandle extends east-west at the northern edge of the Haight-Ashbury neighborhood. Buena Vista Park lies near the southeast corner of the neighborhood.

During the Mexican era (1821-1848), the land encompassing the neighborhood was granted to Benito Diaz, owner of the vast Rancho Punta de los Lobos.² Following California's admission to the United States in 1850, Mexican land grantees had to prove that their titles were valid. Diaz failed to demonstrate to the American courts that he had physically occupied his ranch, so in 1854 it reverted to Federal ownership. In 1851, Divisadero Street, the eastern boundary of the present-day Haight-Ashbury neighborhood, was established as the western boundary of the City of San Francisco. In 1856, the Outside Lands Committee was organized to gain legal title to county lands within the City's path of expansion and to prepare it for eventual development. The subsequent Outside Lands Ordinances gained title to the western part of San Francisco County, laid out streets, and set aside land for parks, schools, and other public buildings.³

² Buena Vista North Association, "Application for Historic District Status," August 25, 1989, 19.

³ Buena Vista North Association, 20.



Figure 1. Golden Gate Park Panhandle from Buena Vista Park, view north, 1882. Very little development had taken place before the establishment of the Haight Street Railroad in 1883. Source: FoundSF

By the early 1850s, the area came under the control of a handful of individuals who subdivided the land into several large tracts, including the Haraszthy, San Souci, and Middleton Tracts. John Middleton came to own the majority of the Haight-Ashbury neighborhood. In 1850, he built the first house in the area, the Phelps House (1137 Oak Street, extant). The Middleton Tract passed through several hands before coming into the ownership of rancher Abner Phelps.⁴

Census records and city directories indicate that the Haight-Ashbury neighborhood was used for farming and livestock raising for much of the remainder of the nineteenth century. By the early 1880s, speculators and real estate developers began to show interest in the area due to its relative proximity to urbanized sections of the city as well as its location adjacent to several major parks. Golden Gate Park and Buena Vista Park were created by the Outside Land Ordinances of the late 1860s, partially in response to pressure from landowners in the area who believed the construction of civic amenities such as parks would increase the value of their holdings. After prolonged lobbying by streetcar companies and real estate speculators, the San Francisco Board of Supervisors awarded the Haight Street Cable Car franchise in 1883. Over the next year or so, Haight Street was graded and paved westward beyond Divisadero Street, and the cable car line was constructed down the center of the street.⁵

Real estate speculation in the Haight-Ashbury neighborhood picked up dramatically after the opening of the Haight Street Cable Car line. Much of the earliest development was recreational in nature and concentrated near the cable car turnaround at Haight and Stanyan Streets, the primary public entry to Golden Gate Park. The 1889 Sanborn-Perris Map Company fire insurance map shows the Haight Street Cable Car Railroad car houses, several one-story saloons, two restaurants, a store, a workshop and sheds, a number of one- and two-story dwellings, and many vacant lots.

Construction of housing followed the recreation boom during the late 1880s. An article in the October 22, 1889 *Examiner* noted that “following the cable roads... have come street improvements, gas, and water mains, street lights and finally the building of substantial residences.”⁶ By the 1890s, the Haight-

⁴ Ibid.

⁵ San Francisco Real Estate Circular (June-August 1883).

⁶ Christopher VerPlanck, “The Architecture and Social Structure of the Haight,” *San Francisco Apartment Magazine* (August 2001), accessed November 19, 2019, <http://www.friendsof1800.org/VIEWPOINT/haight.html>.

Ashbury neighborhood had become increasingly popular with developers including Daniel Einstein, the Hinkel Family, the Cox Brothers, Alexander Bailey, R.D. Cranston, and Hugh Keenan.⁷ The 1899 Sanborn-Perris fire insurance map show the blocks around the 1896 John A. Whelan House filling in with single-family houses.

Most residences constructed in the area near the turn of the twentieth century consisted of a raised basement/garage, a main floor with a hall and staircase on one side and a front parlor, middle parlor, dining room and kitchen on the other side, and a second floor with three bedrooms and a bathroom.⁸ The real estate sections of the local papers carried articles on the progress of development in the Haight-Ashbury neighborhood. On March 8, 1896, around the time the John A. Whelan House was completed, the *San Francisco Examiner* reported:

*The whole country about the heights is now thickly covered with homes of conspicuous size, and many of them of costly design. Masonic Avenue is lined with a large number of Eastlake dwellings, where barren sands were a few months ago. Waller Street has been brightened up very recently with several pretty structures. There are more of them on Cole Street and on Frederick Street.*⁹

The article also described the modern “electric lighting appliances” and “modern styles.” The houses cost \$6,500 to \$8,500 each, a considerable amount of money at the time considering that cottages on Potrero Hill were selling for between \$1,500 and \$3,000 during the same era. Since most of the housing in the Haight-Ashbury neighborhood was constructed between 1890 and 1910, Queen Anne is the dominant style.¹⁰

The area continued to be popular for recreational amenities that developed in the 1890s, building on the recreational atmosphere that already existed. In 1894, the California Midwinter International Exposition took place in Golden Gate Park, with the construction of a music concourse and the De Young Museum among over 100 other buildings. Two million visitors attended, drawing swarms through the prosperous and diverse Haight-Ashbury neighborhood.¹¹ The Chutes, a family amusement park located at Haight and Shrader Streets, opened in 1895, featuring a roller coaster, shooting gallery, and vaudeville theater among other attractions. The centerpiece of the park was an artificial lake featuring an early version of a log flume ride that gave the park its name. Additional recreational activities in the Chutes included an elevated railroad track that traveled through the park, painted panoramas, a merry-go-round, a photo gallery, a “zoological promenade,” an alligator house, a theater, and an exhibition hall called the Darwinian Temple.¹² Around 1900, The Chutes was taken apart and rebuilt further out on Fulton Street, and a lake south of Haight Street was drained. From 1902 onward, the vacated land was developed with commercial buildings and residences.¹³

The 1900 census reveals that demographics of the Haight-Ashbury neighborhood consisted of a conservative middle class, mostly married and with children. There was diversity in nationalities;

7 Buena Vista North Association, 19-20.

8 VerPlanck.

9 Ibid.

10 Ibid.

11 Bob Bragman, “The unknown Midwinter Fair – San Francisco 1894,” SFGate, December 22, 2015, accessed November 21, 2019, <https://www.sfgate.com/bayarea/article/SF-Midwinter-Fair-that-no-one-knows-about-6713601.php>.

12 VerPlanck.

13 Ibid.

residents included native-born Americans, Germans, Irish, Swedes, Scots, Swiss, Australians, and French.¹⁴

On April 18, 1906, a 7.9 magnitude earthquake occurred, followed by three days of fires that decimated 490 city blocks and left half of the city's 410,000 residents homeless.¹⁵ The fires were blocked at Van Ness Avenue from burning farther west, and the Haight-Ashbury neighborhood was spared.¹⁶ After 1906, the area began to expand with the influx of earthquake refugees, so that within five years there were few large undeveloped parcels of land left in the neighborhood. The infill development that occurred after 1906 was primarily limited to commercial buildings on Haight and Stanyan Streets and three-story flats on the previously empty lots located along subsidiary streets.¹⁷

By World War I, nearly ninety percent of the Haight-Ashbury neighborhood was developed. There was a neighborhood school, Dudley Stone Grammar School, a public library, a variety of churches, and a nickelodeon. By the 1920s, there were nearly no empty lots. As the building stock began to age in the neighborhood, some owners clad their homes in stucco. By the end of the 1930s, most of the houses were owned by absentee landlords.¹⁸

The urban form of the Haight-Ashbury neighborhood continued to change during World War II. The single-family homes and residential flats buildings were subdivided into apartments and lodging houses to accommodate war workers. Between 1939 and 1945, the number of housing units in the Haight-Ashbury neighborhood practically doubled. In the 1950s, the middle-class residents fled to newer suburbs, and deferred maintenance, which first occurred during the Depression in the 1930s, continued to blight the neighborhood. A small number of new buildings were constructed in the 1950s, large stuccoed apartment buildings built on underutilized lots.¹⁹

In the 1950s and 1960s, the confluence of low rents and the neighborhood's Victorian and Edwardian building stock brought beatniks and hippies to the Haight-Ashbury neighborhood.²⁰ In the 1960s, the Haight-Ashbury neighborhood was one of the national centers of the hippie Counterculture Movement. Hippie culture created alternative beliefs, behaviors, and attitudes that undermined mainstream culture. Hippies experimented with gender equality, communal living, and free love. Hippies were driven by diverse motivations. Some were more political, holding anti-government sentiments and opposing the Vietnam War, and many hippies delved into art, religion, and meditation. They were united in their striving to create a counterculture.²¹ Psychedelic drug use was a major influence in the Counterculture Movement.²² By the late 1960s, the neighborhood had radio station KDIG and the band the Grateful Dead was headquartered at 710 Ashbury Street.²³ The hippie movement culminated in the Summer of Love in 1967, when 75,000 people gathered in the Haight-Ashbury neighborhood.²⁴ In the 1970s, the

14 Ibid.

15 Risk Management Solutions, "The 1906 San Francisco Earthquake and Fire: Perspectives on a Modern Super Cat," 2006, 4-5.

16 United States Geological Survey, "Map of San Francisco Showing Burned District," 1907, accessed December 16, 2019, <https://pubs.usgs.gov/bul/0324/plate-56.pdf>.

17 VerPlanck, 19-20.

18 Ibid.

19 Ibid.

20 Ibid.

21 Terry H. Anderson, *The Movement and the Sixties: Protest in America from Greensboro to Wounded Knee* (New York: Oxford University Press, 1995), 241-244.

22 Donald R. Wesson, "Psychedelic Drugs, Hippie Counterculture, Speed and Phenobarbital Treatment of Sedative-Hypnotic Dependence: A Journey to the Haight Ashbury in the Sixties." *Journal of Psychoactive Drugs* 43, Issue 2 (2011).

23 Ibid.

24 Anderson, 176.

neighborhood went into decline. By the 1980s, the Haight-Ashbury's counterculture legacy translated into an allure for homebuyers, and the neighborhood has since become a tourist destination, especially the Haight Street commercial corridor.²⁵

John A. Whelan (1836-1910)

The house at 1315 Waller Street was constructed for shipwright and speculative real estate developer John Augustus Whelan in 1896, during the peak period of development in the Haight-Ashbury neighborhood.²⁶ Whelan was born in Philadelphia, Pennsylvania in 1836, the son of Irish immigrants. By 1866, he had moved to San Francisco, California.²⁷ Around 1868, Whelan began working for the North Transportation Company and Oregon Steamship Company, where he was in charge of the shipwrights and joiners department. Given his expertise in the construction and repair of ships, he was selected to testify before the State Assembly about the condition of the steamboat John L. Stephens in 1876.²⁸ One year later, Whelan had left the company and was advertising his services as an independent master shipwright, caulker, and sparmaker with his operations based at the Folsom Street wharf.²⁹

By 1896, Whelan had founded the firm John A. Whelan & Brother with his brother James J. Whelan, also a native of Philadelphia. The firm built and repaired seafaring vessels in the San Francisco harbor and had offices at 250 Spear Street. The book *San Francisco: The Imperial City*, published in 1899, described the company as "prominent among those that have played an active part to bring about the commercial advancement of the city."³⁰ At the turn of the twentieth century, the firm was often contracted to repair ships for branches of the United States military. In 1901, the firm was employed by the Union Iron Works to repair the U.S.S. Pensacola at the U.S. naval training station in San Francisco.³¹ One year later, the firm was contracted to carry out carpentry and joinery work to repair the United States Army transport ship U.S.A.T. *Crook*.³²

In addition to his work as a shipwright, John Whelan was active in real estate development in San Francisco. Newspaper articles are populated with descriptions of properties that he acquired and sold from the 1880s to the early 1900s. On land he had purchased at the corner of Filbert and Larkin Streets, Whelan had built six two-story houses for \$20,000 in 1886, which he subsequently rented out to tenants.³³ In 1896, he had built the four Queen Anne style houses later known as the Four Seasons Houses, including his family home at 1315 Waller Street, originally addressed as 1305 Waller Street. In 1890, around the corner, he had built a row of six Stick style houses at 1326-1342 Masonic Avenue.³⁴

Unlike the other properties he owned, 1315 Waller Street was constructed to be the personal residence of Whelan and his growing family.³⁵ Whelan had married his wife Annie (born in New York in 1838) in 1861. Together, the couple had seven children, although only four lived to adulthood. Their eldest,

25 VerPlanck.

26 Spring Valley Water Company Tap Records, 1861-1930, San Francisco Public Library; Block Books, City and County of San Francisco Office of the Assessor-Recorder.

27 Seventh Ward Register of the City and County of San Francisco, California Great Registers, 1866-1910, FamilySearch.org.

28 *Appendix to the Journals of the Senate and Assembly*, Volume 4 (Sacramento: State Printing Office, 1876).

29 Advertisement, *Daily Alta California*, December 17, 1877.

30 *San Francisco: The Imperial City* (San Francisco: Mercantile Illustrating Co., 1899), 175.

31 Annual Report of the Chief of the Bureau of Construction and Repair to the Secretary of the Navy (Washington: Government Printing Office, 1900), 116.

32 "Repairs on the Crook Will Cost \$6118.50," *San Francisco Call*, August 29, 1902.

33 "Real Estate Market," *San Francisco Chronicle*, December 1, 1886.

34 Spring Valley Water Company Tap Records, 1861-1930, San Francisco Public Library.

35 U.S. Federal Census records, Ancestry.com.

Catherine, was born in Pennsylvania in 1865, while William (1870), Mary (1874), and Isabella (1881) were all born in California.³⁶

The design of the front façade shares marked similarities to houses designed by well-known San Francisco contractors Cranston and Keenan and William Hinkel that survive at 1232 Masonic Avenue and 459 Ashbury Street, respectively. Because San Francisco's city records were destroyed in the 1906 earthquake and fires, the original permit for the building is not on file with the City, and the name of the architect or builder of the Whelan House remains unknown. It is likely that John Whelan, a shipwright with substantial carpentry experience in his own right, collaborated with an unknown contractor or master carpenter on the design of the house, drawing upon a popular local façade design or pattern book for inspiration.³⁷ The 1899 Sanborn-Perris fire insurance map shows the Whelan House as a two-story, wood frame single-family residence over a raised basement. The building had a rectangular floorplan with a rear porch at its southeast corner and a cutaway bay window at its primary façade, facing Waller Street.³⁸

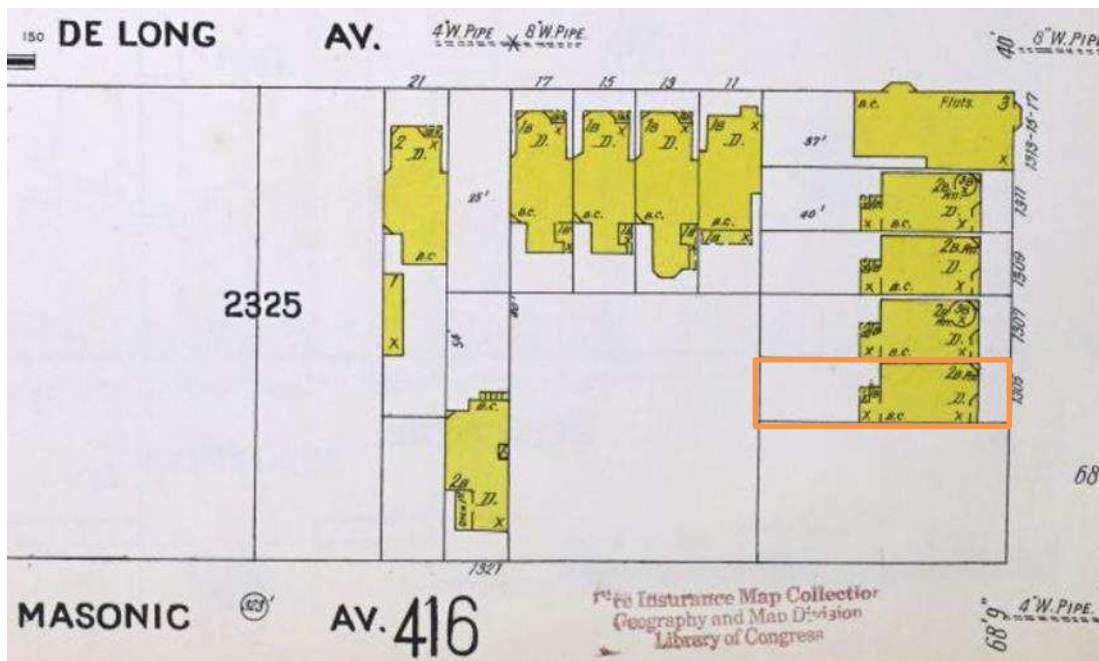


Figure 2. 1899 Sanborn-Perris Map Company fire insurance map. John A. Whelan House outlined in orange. Source: Library of Congress, modified by Page & Turnbull.

The Whelan family continued to live at the house through 1905. After the 1906 earthquake, Whelan sold the property to retired restaurateur Gustav Miersch and his wife, Bertha.³⁹ Whelan and his family subsequently moved into a house at 876 Francisco Street, where he died in 1910 at the age of 74.⁴⁰ Whelan's other three houses on Waller Street remained in the family until they were sold in 1912.⁴¹ In

³⁶ The Victorian Alliance of San Francisco, "Buena Vista Neighborhood House Tour," 1998, 13-14.

³⁷ Ibid.

³⁸ Sanborn-Perris Map Co., "Insurance Maps of San Francisco, California," Volume 4, 1899.

³⁹ Deed records, City and County of San Francisco Office of the Assessor-Recorder.

⁴⁰ "Births, Marriages, Deaths," *San Francisco Chronicle*, April 28, 1910.

⁴¹ The Victorian Alliance of San Francisco, 13.

1924, the John A. Whelan House was deeded to George Watson and remained in the Watson family until 1966. Since the 1960s, the house been owned by five subsequent ownership groups.⁴²

The completion of the John A. Whelan House in 1896, by and as the personal home of a shipwright and sometime real estate developer, is representative of the pattern of residential development in the Haight-Ashbury neighborhood at its peak in the late nineteenth century. The end of Whelan's period of ownership in 1906 aligns with a period of transition in the neighborhood, as new residents displaced by the 1906 earthquake flooded into the area and new infill projects shifted primarily toward large commercial projects. Although the building has experienced some alterations over the years, it is an exceptional example of the kind of residential development that came to characterize the Haight-Ashbury neighborhood and is eligible under National Register Criterion A at the local level of significance.

Design of the John A. Whelan House

The John A. Whelan House is also eligible at the local level under National Register Criterion C as an excellent example of a building that embodies the distinctive characteristics of the Queen Anne style as applied to a single-family house in the late nineteenth century in San Francisco.

Queen Anne was a popular architectural style among the elite during the Victorian era of the late nineteenth century. First used in England, this style referred back to the reign of Queen Anne (1702-1714) when solid, high quality construction methods and craftsmanship were emphasized in the architectural vernacular.⁴³ One of the main innovators and architects of this style was Richard Norman Shaw, who popularized the Queen Anne style in England with his half-timber designs and proliferation of built work. American architects introduced this style into the mainstream during the late 1870s. By the 1880s, the Queen Anne style had become the leading architectural style for the Victorian elite and upper-to-middle classes.

The Queen Anne style is characterized by its variety of features and combination of ornamentation. Typical Queen Anne features include steeply pitched roofs, irregular rooflines, towers and turrets, gable projections, cutaway bay windows, asymmetrical compositions, patterned shingle cladding, and swag and garland appliques.⁴⁴ The result of this fusion of ornamentation and composition was a highly textured and varied appearance that achieved the elegance and grace desired by the people of this era. Other architectural styles, such as Eastlake and Stick, frequently were combined with Queen Anne to produce asymmetrical and varied compositions.

The John A. Whelan House displays many of the key characteristics of a Queen Anne rowhouse, including a dominant steep gabled roof that faces Waller Street and an asymmetrical composition with a partial width front porch; paired column supports; canted bay windows at the first and second stories; and an abundance of richly patterned wall surfaces that display a mixture of Classical, Gothic, and natural influences. The elaborately adorned house has become a prominent visual landmark, along with the other three Four Seasons Houses, thanks to its playful and expressive decorative theme.

42 San Francisco Block Books, City Directories, San Francisco Public Library; Index to the Great Register of Voters, U.S. Federal Census records, Ancestry.com.

43 Lester Walker, *American Shelter* (New York: The Overlook Press, Inc., 1997), 152.

44 Virginia & Lee McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, 2002), 263.

CONSTRUCTION CHRONOLOGY

The construction chronology of 1315 Waller Street is discussed in Page & Turnbull’s National Register nomination (December 2019). For the purposes of this Focused Historic Structure Report, the property’s construction chronology is excerpted below from the nomination form.

Permit records, historic photographs, and fire insurance maps indicate that [1315 Waller Street] remained generally unchanged through the first several decades of the twentieth century. Fire insurance maps produced by the Sanborn Map Company in 1913 are less detailed than those of 1899 but indicate that the basic floorplan, height, and overall form of the subject building remained generally unchanged in the 1910s.⁴⁵ The first major changes to the house are documented in a building permit dated to 1920. The permit describes rebuilding the front stairs in brick to the property line, converting the basement into a private garage, and re-shingling the west side of the roof.⁴⁶

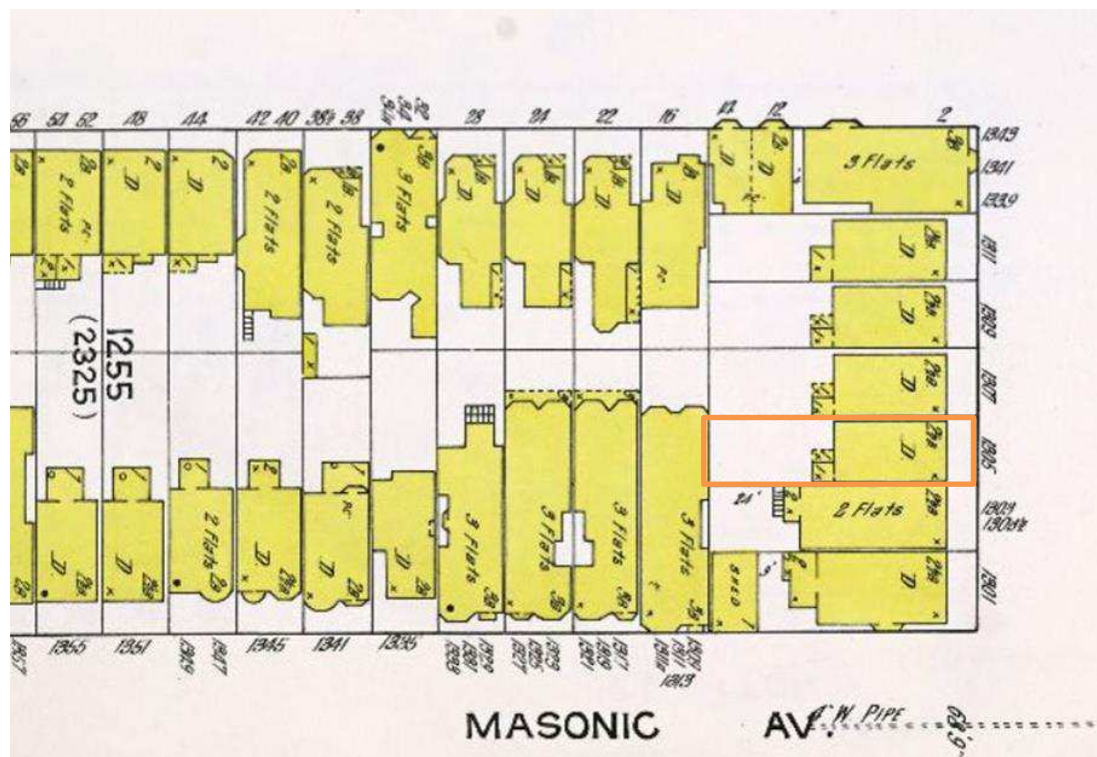


Figure 3. 1913 Sanborn Map Company fire insurance map. John A. Whelan House outlined in orange. Source: Library of Congress, modified by Page & Turnbull.

⁴⁵ Sanborn Map Co., “Insurance Maps of San Francisco, California,” Volume 4, 1913.

⁴⁶ Records of the San Francisco Department of Building Inspection.



Figure 4. Masonic Avenue and Waller Street, 1937, Whelan House visible far right.

No other alterations are documented in building permit records for a fifty-year period until the 1970s. In 1974, the San Francisco Board of Supervisors created the Upper Ashbury Rehabilitation Assistance Program (RAP) area, which incorporated the block on which the John A. Whelan house is located. RAP was a financial assistance and code enforcement program designed by the San Francisco Department of City Planning to encourage residential rehabilitation and the conservation of existing building stock in the city's older, deteriorating neighborhoods. Loans were granted to property owners to fund work to bring their buildings into compliance with the City Housing Code.⁴⁷

In 1978, David and Virginia Keller, both aerospace engineers, purchased the house from its previous owner and began renovating it. They hired Paul Duchscherer, head designer of wallpaper design firm Bradbury & Bradbury, to work with them on the project.⁴⁸ Building permits from the late 1970s and early 1980s document that the renovation work was at least partially funded by RAP loans. Permits detail the demolition of interior walls and facades and stabilization of the exterior staircase.⁴⁹ The renovation work also included preserving exterior woodwork, floors and ceilings, and converting the building, which had been subdivided into a three-unit flat, back into a single-family house.⁵⁰

Around the same time, the house's exterior facades, which were primarily painted white, were repainted in varying shades of blue with red, white, yellow, and silver accents. The colorful new paint scheme was inspired by the Colorist Movement, which emerged out of the Counterculture Movement in San Francisco in the 1960s and 1970s. While the movement began as a manifestation of the Counterculture Movement's celebration of free expression, it quickly

⁴⁷ San Francisco Department of City Planning, "Draft Environmental Impact Statement for the Rehabilitation Assistance Program for the Upper Ashbury," 1976, 1-6.

⁴⁸ Elaine Louie, "Gutted and Restored, an Ornate 'Winter House' in San Francisco," Mansion Global, accessed November 19, 2019, <https://www.mansionglobal.com/articles/gutted-and-restored-an-ornate-winter-house-in-san-francisco-39740>.

⁴⁹ Records of the San Francisco Department of Building Inspection.

⁵⁰ Louie.

became linked to a national movement to preserve deteriorating Victorian architecture as property owners realized the ways in which colorful paint schemes that highlighted the ornate architectural details of these houses could increase property values and help revitalize neighborhoods. Although the 1970s-era paint scheme of the John A. Whelan House has since been muted, its predominant blue base shades remain.⁵¹

In 1993, the front staircase was rebuilt to match those of the other Four Seasons Houses on Waller Street, brick veneer cladding was removed from around the garage, new roofing was installed, and windows on the third floor were replaced in-kind. Subsequent alterations that took place in the 1990s were limited to interior work, including a bathroom remodel and repainting interior walls.

The rear façade has been modified with new siding and alterations to window and door openings. Much of this dates to a renovation project in 2017 during which the rear deck was constructed; kitchen, bathroom, and bedroom areas were remodeled; a second interior staircase was added from the first to the fourth floor; and a fourth-story window and the front garage door were replaced in-kind.⁵²



Figure 5. Four Seasons Houses at 1315-1343 Waller Street, Whelan House is the third house from the left, behind utility pole. Source: San Francisco Department of City Planning, Architectural Survey Form, 1976.

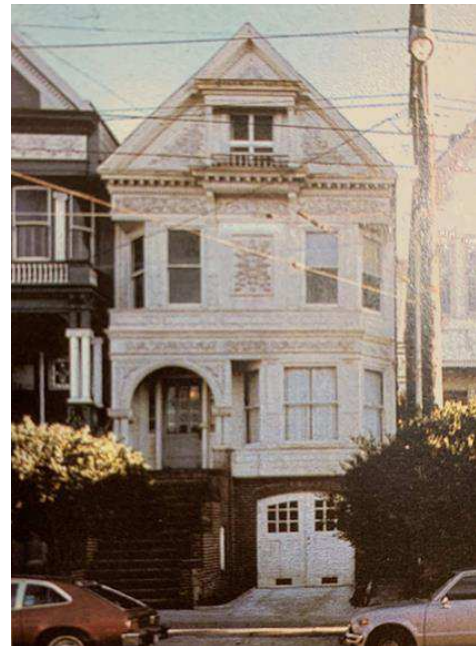


Figure 6. Before restoration, n.d. Source: Duchscherer and Keister, 173.

⁵¹ Elizabeth Pomada and Michael Larsen, *Painted Ladies Revisited* (New York: E.P. Dutton, 1989), 10-11, 96.

⁵² Page & Turnbull, "John A. Whelan House," National Register of Historic Places Nomination Form, December 2019.



Figure 7. Whelan House, third from left, after renovation as one of San Francisco's Painted Ladies. Source: *Peninsula Living Newspaper*, 1979

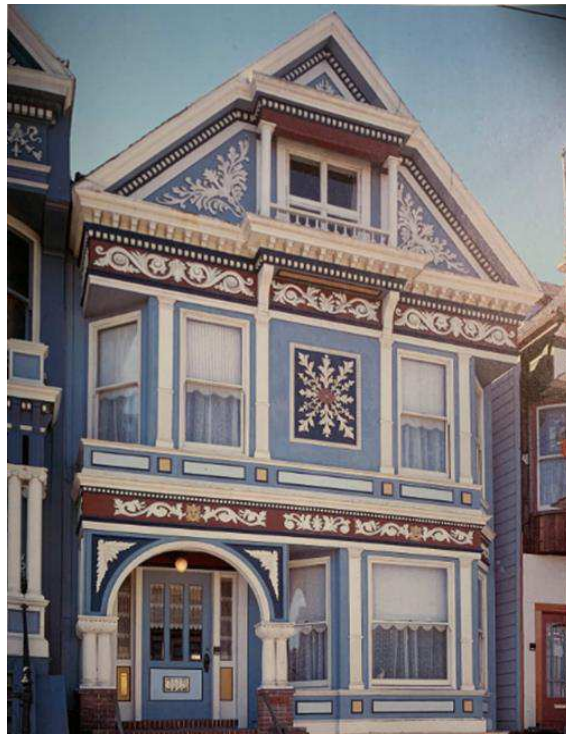


Figure 8. Paint scheme post-restoration, circa 1989. Source: Pomada and Larsen, 96.

CHARACTER-DEFINING FEATURES

For a property to be eligible for national or state designation under criteria related to type, period, or method of construction, the essential physical features (or character-defining features) that enable the property to convey its historic identity must be evident. These distinctive character-defining features are the physical traits that commonly recur in property types and/or architectural styles. To be eligible, a property must clearly contain enough of those characteristics to be considered a true

representative of a particular type, period, or method of construction, and these features must also retain a sufficient degree of integrity. Characteristics can be expressed in terms such as form, proportion, structure, plan, style, or materials.

The character-defining features of 1315 Waller Street include:

- Two-story building with a raised basement and attic
- Rectilinear floor plan and wood construction
- Steeply pitched, front-facing gabled roof
- Asymmetrical front façade with staircase at east end leading to raised first-story entry
- Wood lap exterior cladding
- Front entry with arched surround with molded wood trim, supported by paired columns with foliate capitals
- Spandrels decorated with carved wood leaf designs
- Original double-hung wood sash windows
- Attenuated wood pilasters between window sashes
- Canted bay windows with recessed angled walls on first and second stories
- Entablatures between the first and second stories and between the second story and attic decorated with wood foliate scrolls, masks, dentils and modillions
- Rectangular wood panel at center of front façade with carved snowflake design
- Projecting balcony in the front gable end with wood railings, spindlework balusters, and attenuated Tuscan columns, supported by carved wood brackets
- Carved leaf designs and dentilled border at front gable end

ARCHITECTURAL DESCRIPTION

The following description was originally prepared by Page & Turnbull for the John A. Whelan House National Register nomination form (December 2019). The photographs in this section were taken in 2019 and 2020.

Overview and Setting

The John A. Whelan House is a two-story building with a raised basement and finished attic. The wood frame building has a rectilinear floorplan with a projecting rear bay at its southeast corner and a steeply pitched front-facing gabled roof with four skylights. Exterior walls are clad with wood lap siding above a concrete foundation. Typical windows consist of double-hung wood sashes with molded wood trim and undivided lites.

The front stairs of the building extend to the front lot line. The remaining area between the building's primary façade and the sidewalk is paved entirely with concrete and contains a driveway that leads from the garage to Waller Street. The narrow space between the building and the adjacent western property is also paved with concrete. At the rear of the building, the backyard consists of a brick paved patio bordered by low, curving brick planter walls. This planter contains a variety of low plantings and small trees.



Figure 9. Four Seasons Houses with 1315 Waller St. as the second house from the left, view southwest.



Figure 10. Backyard patio, view southeast.

EXTERIOR

Primary (Northwest) Façade

The primary façade faces Waller Street and is roughly two bays wide. A raised basement at street level contains a private garage with double wood paneled doors with nine stippled glass panes in the upper half of each door. The doors are set in a segmentally arched surround. To the west of these doors, a single wood panel door is set back from the façade that opens to a walkway at the southwest side of the house. To the east of the garage doors, an exterior staircase provides access to the main entrance on the first story of the building. These stairs feature concrete newels, curled wrought iron railings with cast iron elements, white marble treads and risers above the lowest three concrete treads and risers, and concrete walls that have been cast to appear as rusticated stone walls. A wood panel door with a slanted top rail, corresponding to the slope of the stairs, is set into the southwest wall of the stairs at street level, providing access to the interior from the driveway.

The main entrance is located through an arched opening at the top of the stairs. The opening has a molded wood trim and is supported by paired columns with foliate capitals that rest on rectangular pedestals. The spandrels of the arched opening are decorated with carved wood leaf designs. The entry beyond consists of a wood panel door with three integrated vertical lites, which is flanked by two narrow sidelites. A non-historic spherical porch light hangs from the ceiling in front of the door.

To the west of the main entrance, a canted bay window with recessed angled walls, wood sash windows, and wood paneled spandrel panels completes the first story. Attenuated pilasters accent the space between each window sash. The first and second stories are visually separated by ornamental bands with carved wood designs. The bands imitate a classical entablature, consisting of an unadorned architrave, a frieze decorated with foliate scrolls and masks, and a dentilled cornice. Windows at the second story rest on another ornamental wood band, decorated with rectangular wood panels. Fenestration at the second story consists of a canted bay window that spans the width of the façade and has angled side windows recessed beneath the corners of the gable end. The windows at the second story are non-historic windows inserted into the original window frames but are similar in style to the original first story windows. A rectangular wood panel carved with a snowflake design is centered between the sashes of the bay window and serves as the primary focal point of the façade. Decoration around the windows matches that of the first story.

The second-story windows support a second, wider entablature, also decorated with foliate scrolls and a cornice with both dentils and block modillions. Curved wood brackets spring from pilasters that frame

the snowflake centerpiece to support a projecting balcony in the gable end. This balcony has wood railings with spindlework balusters and is framed by attenuated Tuscan columns. The remaining surfaces of the gabled end are decorated with carved leaf designs and feature a dentilled border.



Figure 11. Front northwest façade, view southeast.



Figure 12. Garage and exterior front stairs at northwest facade, view southeast.



Figure 13. Front entry detail, view southeast.

Southeast Façade

The rear, southeast façade has been modified. It is clad with wide, channel rustic wood lap siding and features a projecting one-story bay with a flat roof. Concrete steps at the southwest corner descend to an excavated basement level landing that is paved with concrete. The façade at this level contains a wood panel door with integrated glazing.

At grade, a small set of wood stairs leads up to wood deck on the first story with wood handrails and balusters, as well as a rear entry in the projecting bay. This entry features a wood panel door with an undivided glass lite and wood trim. A rectangular window with an undivided lite is located to the east. The porch wraps around the bay and leads to a set of wood frame double doors at the west end of the first story.

The flat roof of the projecting bay serves as a balcony at the second-story and features a wood railing that matches the railing of the deck below. Fenestration consists of a set of sliding wood frame glass doors at the façade's west end and a second glass door at its east end. From the second-story balcony, a wood staircase ascends to a smaller balcony and a set of sliding wood frame glass doors located in the gable end.

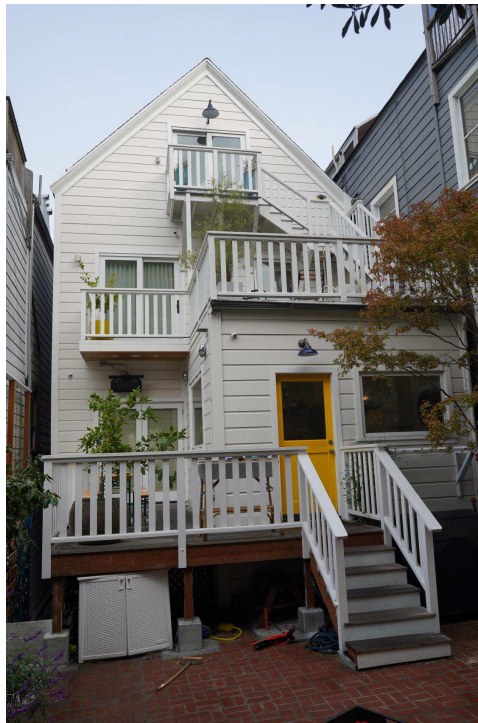


Figure 14. Rear, southeast facade, view northwest.

Northeast and Southwest Façades

The northeast façade fully abuts the adjacent house at 1307 Waller Street to the east, while the southwest façade is separated by only a few feet from 1323 Waller Street to the west, thus the facades are not easily visible. The southwest façade of the projecting rear bay is accessible from the backyard. This portion has a wood panel door with integrated glazing and a wood slider window at the basement level, as well as a large undivided awning window at the first story above. The long southwest facade of the house above the walkway is generally comprised of channel rustic wood lap siding, one horizontal slider window at the basement story near the rear of the façade, one double-hung bathroom window at the second story, and mechanical flues, conduits, pipes, and downspouts. One small portion of the northeast side shares the adjacent building's lightwell and is generally comprised of channel rustic wood lap siding and single casement sashes, presumably at original window openings, at both the first and second stories.

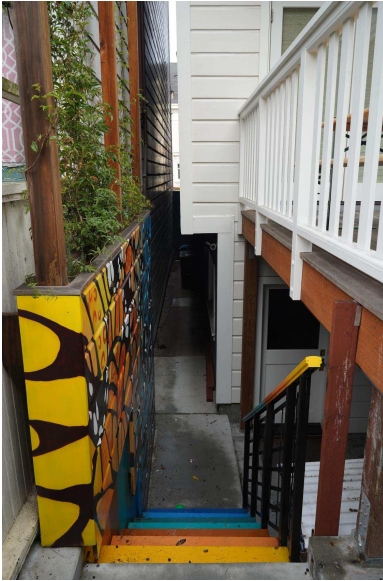


Figure 15. Steps from backyard to excavated basement level at southeast façade, view northwest.



Figure 16. Basement doors and windows at rear of building, view north.

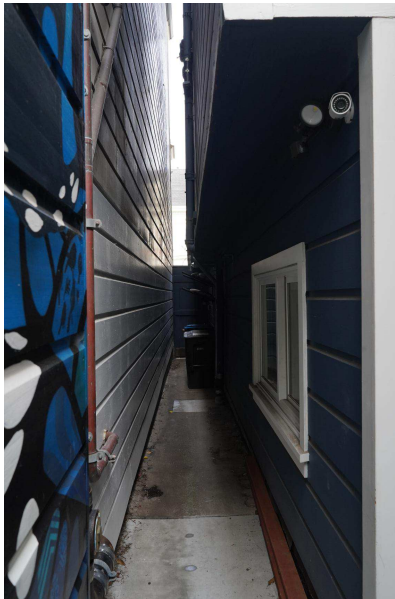


Figure 17. Southeast façade at basement level, view northwest.

Roof

The main roof is comprised of asphalt shingle roofing and contains a couple skylights over the eastern side of the roof. One of the skylights appears to be a historic copper skylight placed over the interior stair up to the attic level. A copper gutter along the eastern neighboring building covers what appears to be an original gutter. The west slope of the roof could not be easily observed, but a gutter/diverter runs near the lower portion of the slope and directs water into a leader head and downspout on the west side of the building. The lower kitchen roof serves as an exterior occupied roof deck and is covered in an asphaltic roofing material. The wood deck railing is connected to the roof and is tied into the waterproofing system. There is evidence of patching at the wood rails as well. This roof drains to the

rear, southeast end into a copper gutter but can also spill off the southwestern side where there is no gutter or drainage system.

INTERIOR

The interior contains many of its original materials and features. The first story contains a small entrance vestibule that opens to an elaborately carved wood staircase with spindlework balusters, wood panel wainscot, and a brass lamp on the first-floor newel post in the shape of a female figure holding a torch.⁵³ A front parlor with a salvaged period fireplace is located to the west of the entrance vestibule.⁵³ A dining room is located behind it at the rear of the house. From the entrance vestibule, a hallway leads past the staircase to a door accessing the basement, a small pantry, bathroom, and kitchen. The second story contains three bedrooms, while the finished attic contains an office and a rear den. Several skylights have been punched through the roof above the interior staircase and at the rear attic snug. Original wood panel doors, door and window trim, picture railings, base trim, and plaster ceiling medallions are intact in many rooms.



Figure 18. Main interior staircase, view southeast.



Figure 19. Salvaged period fireplace in the living room, view southwest.

⁵³ The fireplace was acquired from Omega Salvage in Berkeley, California, salvaged from another 1890s house.



Figure 20. View of the dining room and doors to the backyard from the living room, view southeast.



Figure 21. Second-story bedrooms, view northwest.



Figure 22. Third-story den, view southeast.

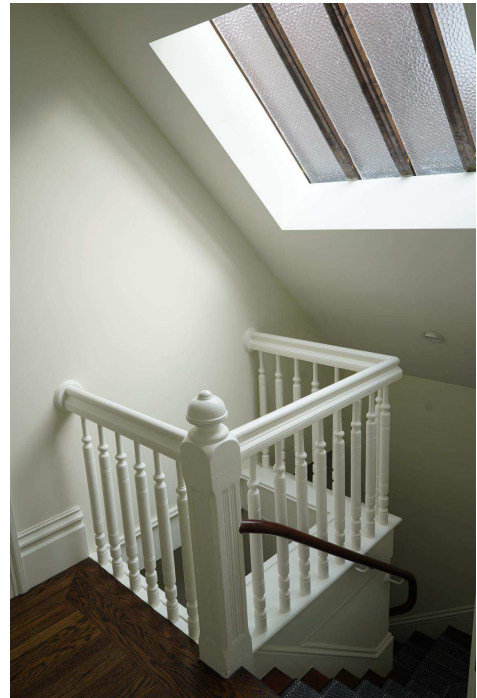


Figure 23. Staircase landing and third-story skylight, view north.

EXISTING CONDITIONS

Primary Waller Street (Northwest) Facade

The Waller Street façade is generally in fair condition. Some localized areas of wood deterioration were noted in various wood components. A couple missing ornamental trim pieces were noted near the garage. Gaps around the garage light fixture escutcheons are extant. A flowering bush is growing at the juncture of the garage wall and concrete stair side wall that is vining across the top of the garage and at most of the western metal stair handrail. The paint at this façade is in fair condition; it is beginning to show wear and its age, exhibiting noticeable fading in some locations. Additionally, areas with small holes from previous anchors were noted in various locations. The wood garage doors are in fair condition with some localized deterioration at the base of the doors, and the adjacent single wood panel door accessing the walkway to the side and back of the house is in fair to poor condition with substantially deteriorated mortise and tenon joints at several of the lower styles and rails and has a sistered wood member at the back of the door to stabilize the base.

The main stairs are in fair condition. The white marble is exhibiting a fair amount of ferrous staining, possibly due to moisture exposure. Biological growth is also extant, particularly in joints, under some bullnoses, and at the concrete portion of the steps. The concrete side wall, newels, and lower steps are in otherwise good condition, with the steps exhibiting general soiling. The top landing is in fair to poor condition, where an infill plywood floor panel is covered by a walk-off matt, and the perimeter of the marble landing exhibits more severe ferrous staining than the lower steps. The area beneath the plywood landing exhibits evidence of moisture. The walk-off matt may be holding moisture against the marble and contributing to the staining but cannot be removed until a more permanent repair of the landing is undertaken. The remainder of the wood entry level, including the door and sidelights is in good to fair condition. The wrought and cast iron railing is in fair condition and is beginning to corrode.

The first story historic windows are in fair condition and exhibit cracked, deteriorated and loose glazing putty. The non-historic insert windows at the second story are in fair to poor condition, where the upper sash are fixed in place so they do not fall down, and many of the vinyl tracks are cracked/broken. The owners report that these windows are not properly weather-stripped and are drafty. The owner has currently installed heavy shades/window treatments and Velcro along the sash perimeters in an attempt to mitigate some of the air infiltration. The owners report that the attic window sash in the gabled end is not secure in its opening and is drafty. It is unknown if this window is the original configuration or if it has been modified. Further research and site investigation are required to make this determination.



Figure 24: Overall photo showing the primary Waller Street Façade.



Figure 25: Detail of wood deterioration and checking/splitting at the main entry.

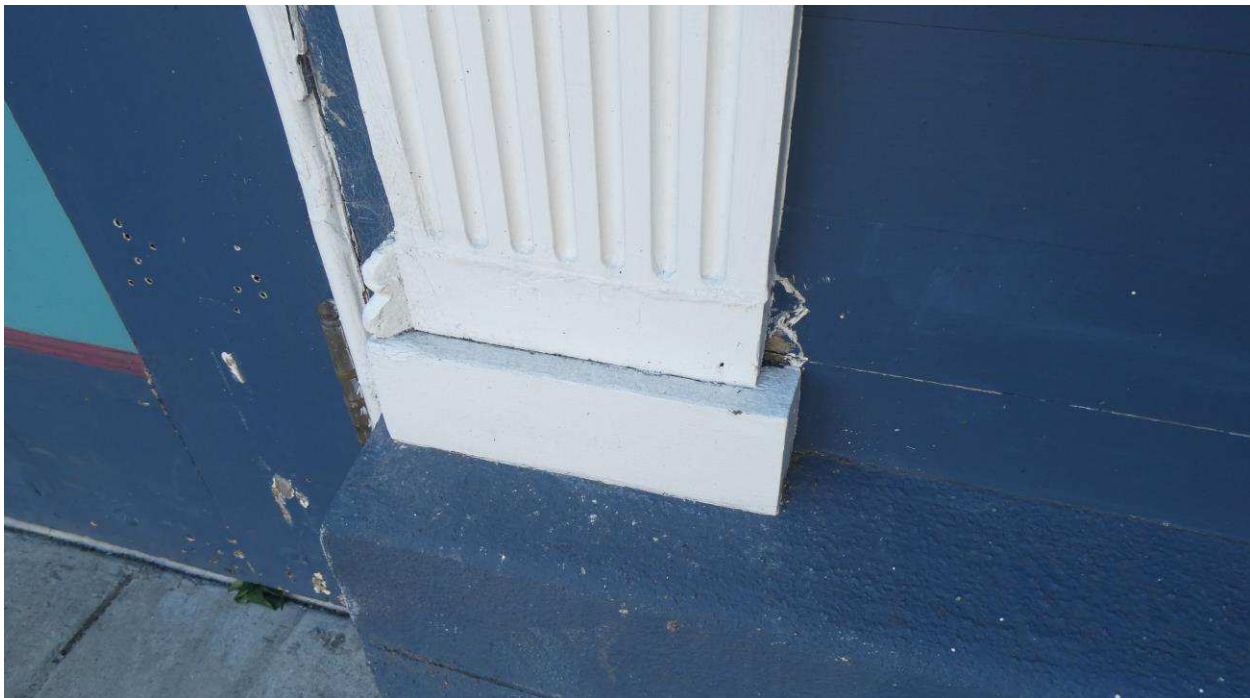


Figure 26: Detail showing missing profiled trim at the garage door surround.



Figure 27: Detail showing gap between garage sconce escutcheon and wood siding.

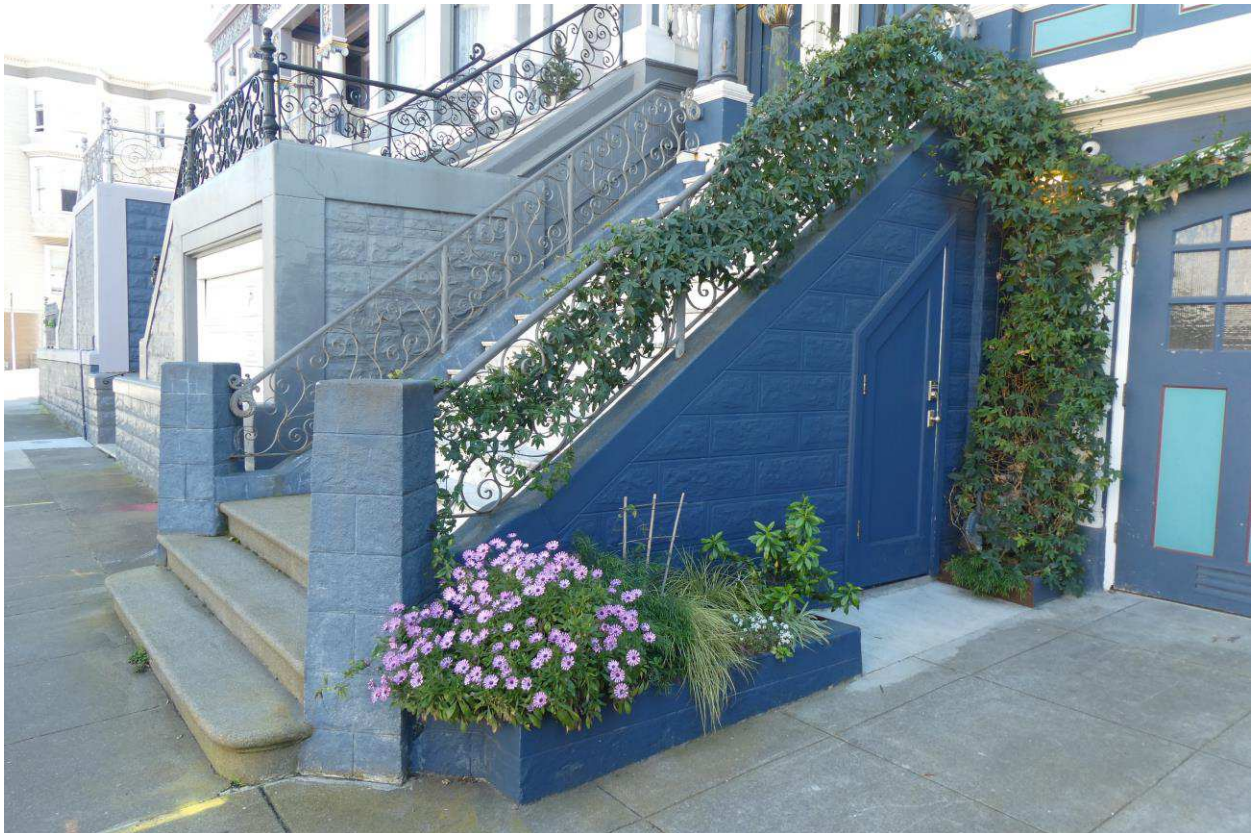


Figure 28: Overall view of entry stairs with concrete lower steps, side wall and newels. Note the flowering plant growing at the juncture of the garage and main stairs.



Figure 29: Detail showing holes at the ground level siding.



Figure 30: Detail showing deteriorated wood at the bottoms of both garage doors.

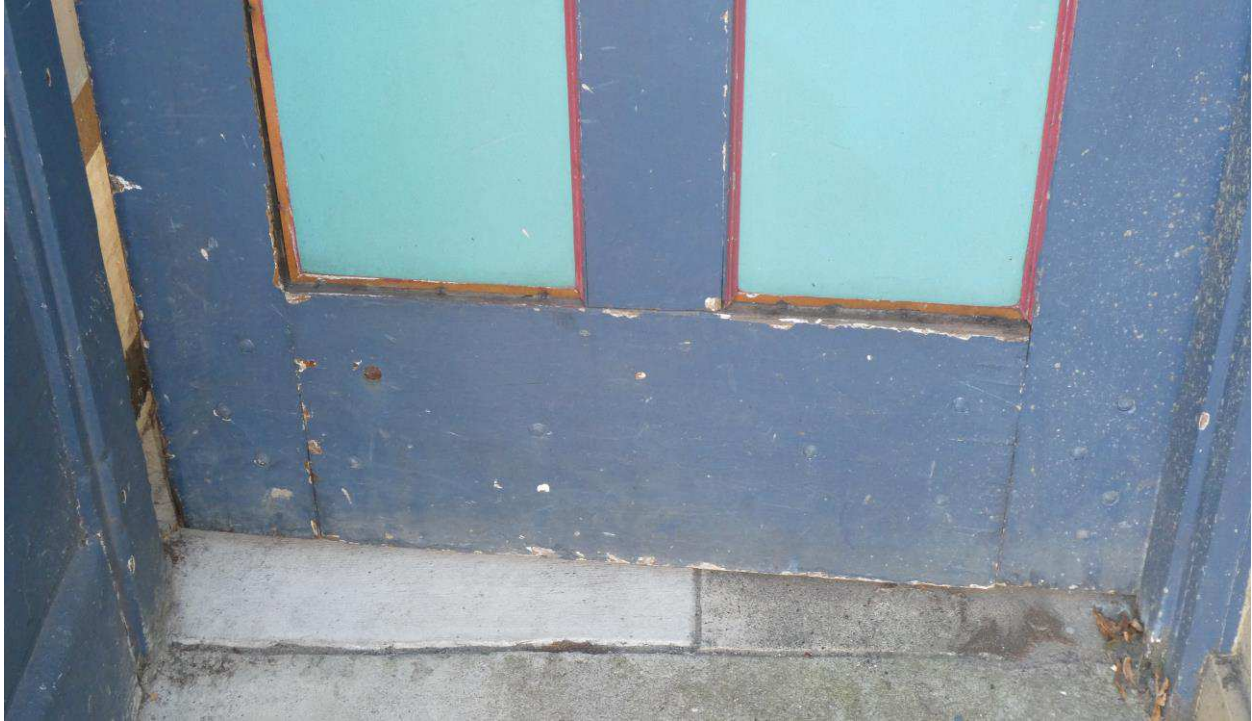


Figure 31: Detail showing bottom of walkway door adjacent to the garage with deteriorated mortise and tenon joints and missing trim at the perimeter of the panels.



Figure 32: Detail showing plants and biological growth at joints in the concrete and marble stairs as well as beneath some of the bullnose marble stair treads.

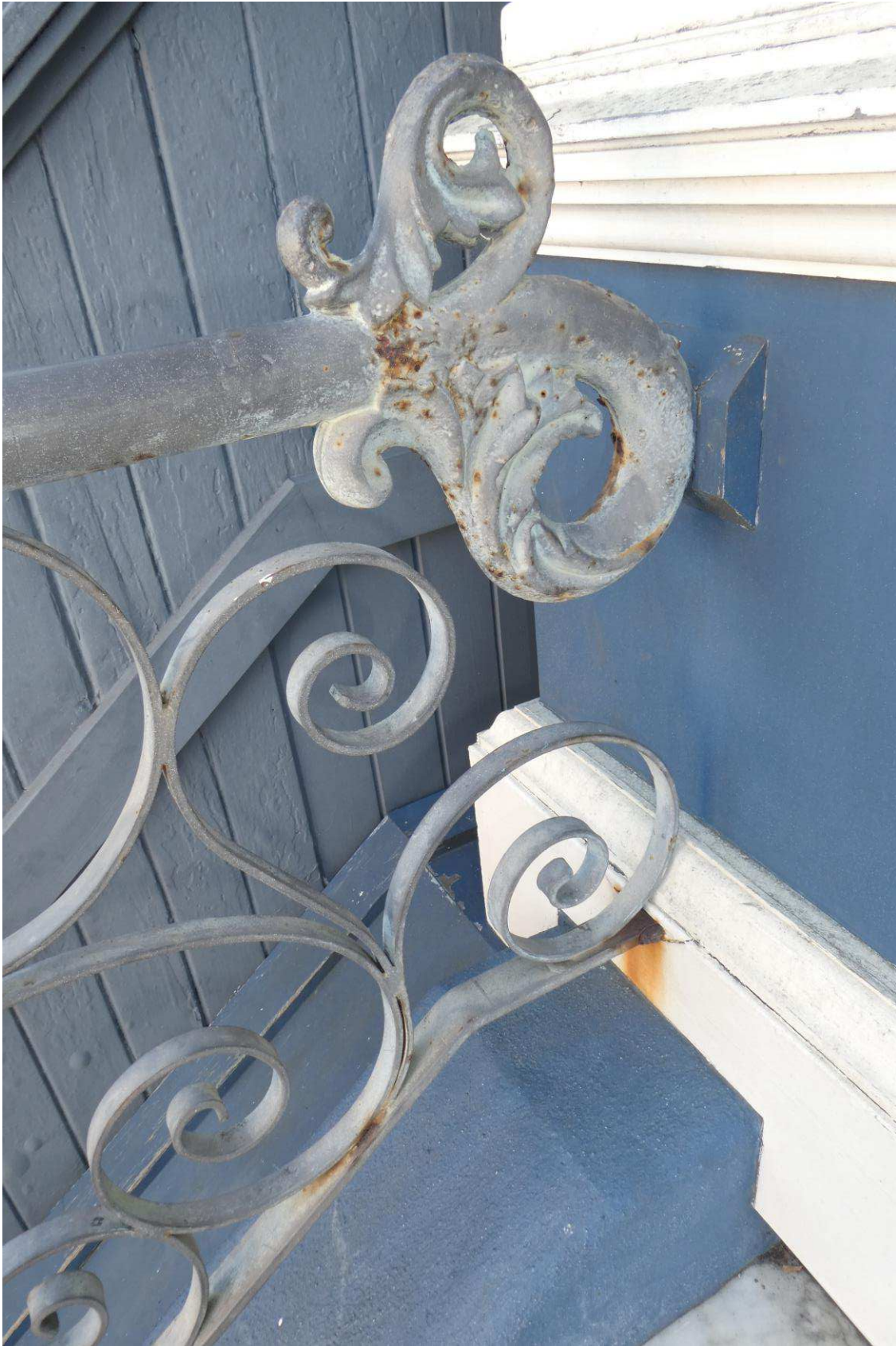


Figure 33: Detail of typical corrosion at the wrought and cast iron stair rail.



Figure 34: Detail of top entry landing showing plywood infill and ferrous staining of the marble.



Figure 35: Detail showing cracked and deteriorated glazing putty at the first story windows.

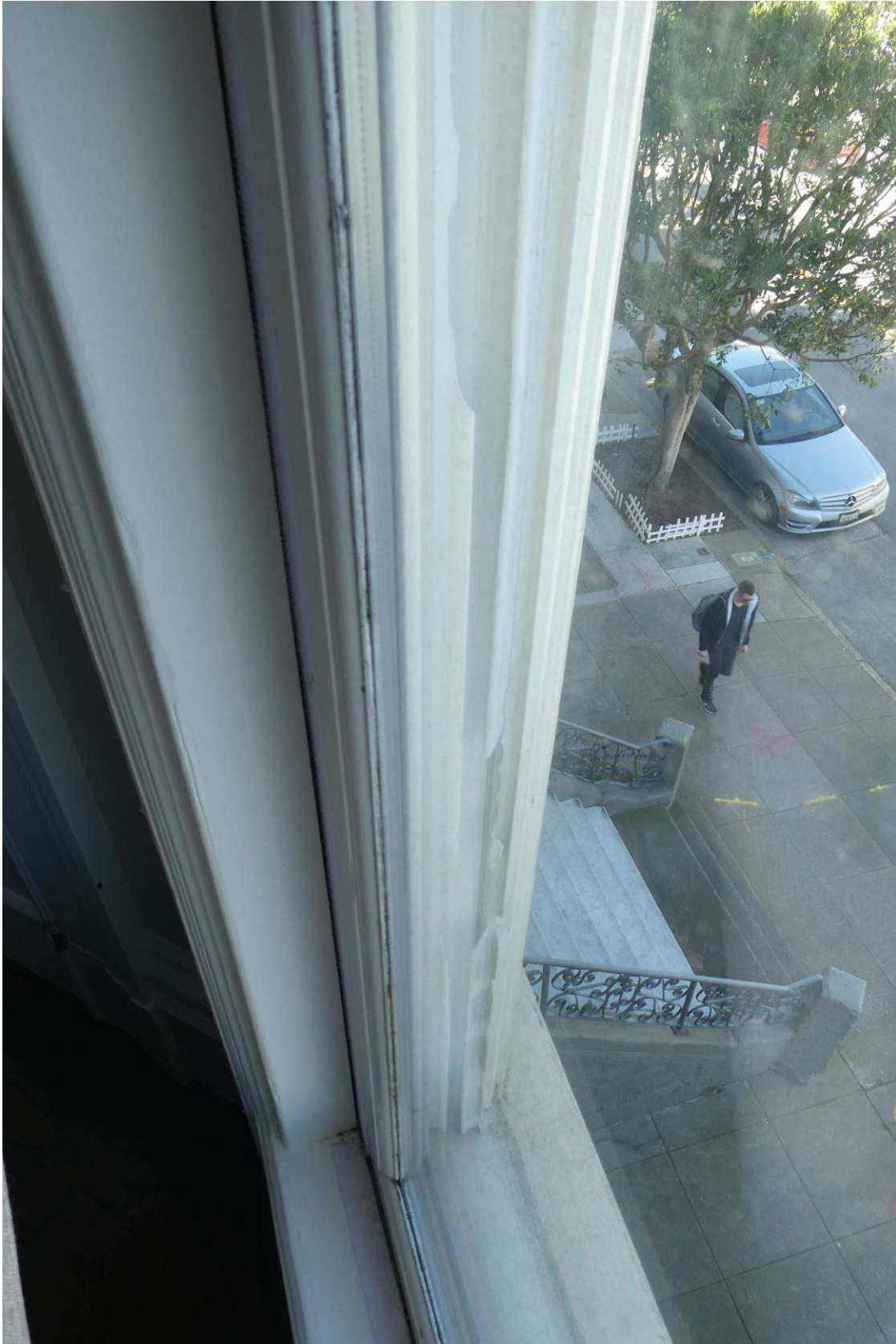


Figure 36: Detail of the damaged/broken vinyl jambs at the Waller Street second story window exterior.



Figure 37: Detail of the second story Waller Street window showing window treatments and Velcro attempt to mitigate air infiltration at the non-historic insert windows.



Figure 38: Exterior detail of the attic window at the Waller Street gable end.



Figure 39: Interior detail of the attic window at the Waller Street gable end, upper casement sash.



Figure 40: Interior detail of the attic window at the Waller Street gable end, lower fixed sash.

Rear (Southeast) Facade

The rear façade is generally in fair condition with a few localized areas in fair-to-poor condition. The painted wood siding is in relatively good condition, however bulging and splitting of the wood siding was noted at the southwest kitchen wall adjacent to the window and at the top of the southeast kitchen wall and at the adjacent eave/soffit boards.



Figure 41. Overall view of the rear, southeast facade, view northwest.



Figure 42: Detail showing the split/damaged wood at the southeast side of the first floor kitchen.



Figure 43: Detail of the bulging top siding board at the southeast side of the first floor kitchen.



Figure 44: Detail of bulging siding at the upper corner of the window, southwest side of the first floor kitchen. Note bulging at the lower corner in (Figure 45).



Figure 45: Detail of bulging siding at the lower corner of the window, southwest side of the first floor kitchen.

Side (Northeast and Southwest) Facades

The side façades all appear to be in good to fair condition. The painted wood siding is in relatively good condition. At the southwest façade, minor localized splitting at the wood siding was noted. The double hung bathroom window at the second story is in good condition; it does not have weather stripping. At the northeast façade, the non-historic casement windows at both levels are in fair condition; they have Plexiglas instead of glass, and exhibit failure/deterioration of glazing sealant at the exterior. They also do not have weather stripping.



Figure 46: Overall view of the walkway at the southwest side of the building. Note the mechanical and plumbing flues/piping at the upper portion of the wall in the distance. See also (Figure 48).



Figure 47: Detail of checked/splitting at siding on the southwest elevation.



Figure 48: Detail showing the mechanical and plumbing flues/piping/conduits at the upper southwest wall.



Figure 49: Non-historic casement sash at the second floor looking into the northeast lightwell.



Figure 50: Detail showing deteriorated glazing sealant at the Plexiglas, second floor non-historic casement sash, northeast lightwell.

Roof

The asphalt shingle roofing at the main roof is nearing the end of its useful life. No issues were noted with the skylights or copper gutters. The asphaltic kitchen roof has also reached the end of its useful life, as it has been previously patched.



Figure 51: Copper gutter, counterflashing, and leader head where the main roof meets the neighboring building to the northeast.



Figure 52: Detail showing the main roof's gutter/diverter at the southwest gable side from Waller Street



Figure 53: Detail of the asphalt shingle roofing on the main roof and two skylights. The original copper skylight over the interior stair is to the right in the photo.



Figure 54: Detail showing the asphaltic roof at the decking above the first floor kitchen.



Figure 55: Detail showing the asphaltic roof at the decking above the first floor kitchen.

TREATMENT RECOMMENDATIONS

Primary Waller Street (Northwest) Facade

Maintain sealants at the façade as well as paint and coatings at the wood elements, including siding, ornamental woodwork, windows, doors, and flashings. In conjunction with painting, assess the wood condition for damage and deterioration. Patch holes, and repair or replace damaged or missing elements to match the original as needed, taking care to avoid removing or altering character defining features unless they are damaged beyond repair. Seal the gaps at the garage sconce escutcheons, and repair the deteriorated wood garage doors and the adjacent wood side door accessing the back yard. Monitor the flowering bush growing along the garage and stair rail to ensure the plant is not damaging the historic materials. Maintain the plant accordingly, and consider a planting support system that keeps the plant from attaching to the respective historic materials.

At the stairs, replace the plywood at the entry landing with an appropriate marble/stone/tile/mosaic flooring and waterproofing as needed. Clean the staining and biological growth at the marble and concrete steps, and repair wear, chips, and cracks as encountered and needed at the marble. Consideration of an appropriate marble sealer may help reduce the ferrous staining of the marble but should be further studied prior to application of a sealer. Treat corrosion at the wrought and cast iron handrails, and paint with an appropriate rust-inhibitive paint system. Repair the metal if deterioration is encountered. At the painted side walls and newels, consider removing paint and cleaning, or prime and repaint as part of building repainting campaigns using appropriate breathable paints and taking care not to use acidic or deleterious cleaners and strippers near the marble.

Rehabilitate the first story historic wood windows by repairing deteriorated wood where found, and replace the deteriorated and missing glazing putty. Maintain and repair the window hardware as needed. Consider restoration operability to windows that are not operable, and consider installation of appropriate weatherstripping. Rehabilitate the non-historic (but compatible) second story double-hung wood windows. Repair weatherstripping, sash balancing, and damaged sash tracks, or consider replacing with new sash to match the original appearance. Rehabilitate or replace the attic story window with an appropriate compatible wood window to resolve sash stability/soundness and weather-tightness based on further research and site investigation.

Rear (Southeast) Facade

Maintain sealants at the façade as well as paint and coatings at the wood elements, including siding, windows, doors, and flashings. In conjunction with painting, assess the wood condition for damage and deterioration. Patch holes, and repair or replace damaged or missing elements to match the original as needed. Investigate bulged and split siding at the southwest (side) kitchen wall adjacent to the window and at the top of the southeast (rear) kitchen wall and at the adjacent eave/soffit boards.

Side (Northeast and Southwest) Facades

Maintain sealants at the façades as well as paint and coatings at the wood elements, including siding, windows, and flashings. In conjunction with painting, assess the wood condition for damage and deterioration. Patch holes, and repair or replace damaged or missing elements to match the original as needed.

At the southwest façade, specifically repair splits at siding near the walkway and wherever encountered otherwise. Ensure pipe, vent, and other mechanical/plumbing penetrations are properly sealed. Repair

and paint the original bathroom window at the second story, and consider installation of weatherstripping.

At the northeast lightwell, specifically repair the two non-historic casement sash, and repair wood as needed if deterioration is found. Replace the Plexiglas with glass, and consider the installation of weatherstripping, or as an alternative, consider appropriate replacement sash or windows.

Roof

Inspect the main roof, and replace the shingle roofing with new shingle roofing. Repair or replace related flashing, waterproofing, and gutters as needed. Regularly clean and maintain skylights and their weeps, gutters, and downspouts. Maintain flashing and sealants.

At the kitchen roof, replace the roofing at the deck area over the kitchen. Ensure complete waterproofing at the guard rail penetrations/anchorage, and repair the wood guard rail as needed. Ensure the roof is sloped to drain properly to the rear gutter, and ensure that water sheds properly at the side of the roof. Repair or replace the gutter as needed.

IV. 1315 WALLER STREET ADDITIONAL PHOTOGRAPHY

EXTERIOR PHOTOGRAPHS



Figure 24. Four Seasons Houses with 1315 Waller Street as the second house from the left, view southwest.



Figure 25. 1315 Waller Street, view southeast.



Figure 26. Front northwest façade, view southeast.



Figure 27. Garage and exterior front stairs at northwest facade, view southeast.



Figure 28. Front entry detail, view southeast.

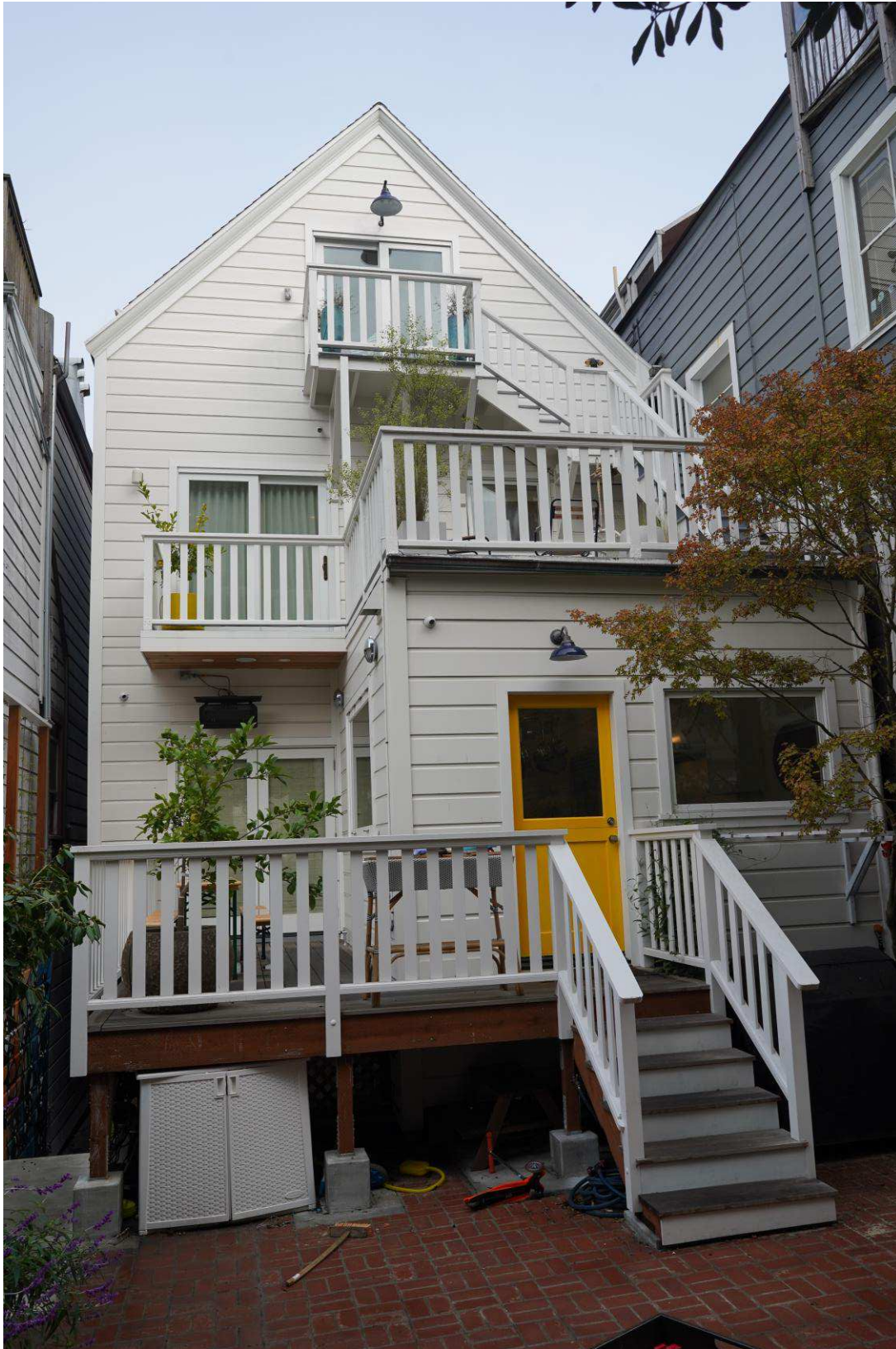


Figure 29. Rear, southeast facade, view northwest.

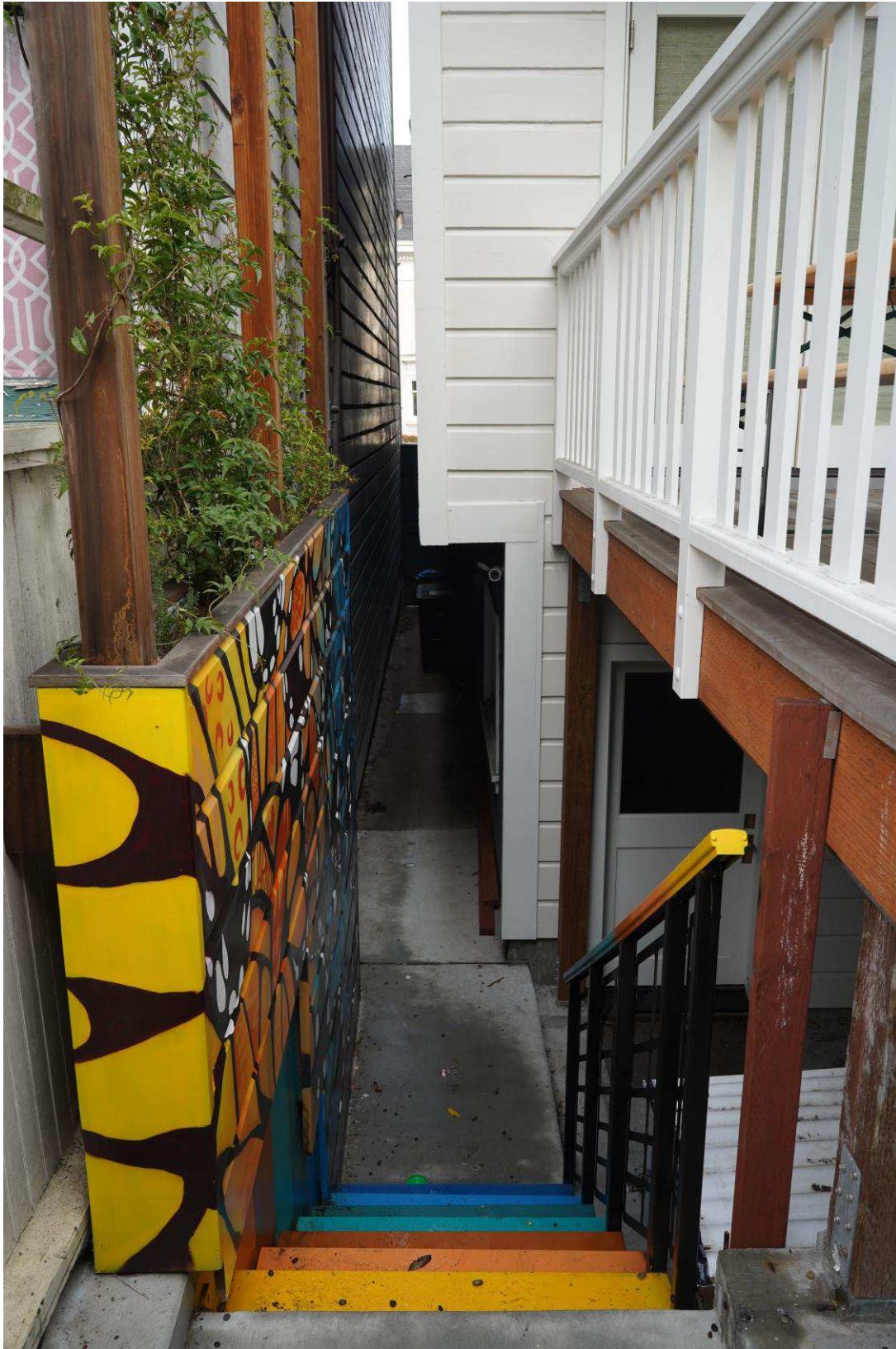


Figure 30. Steps from backyard to excavated basement level at southeast façade, view northwest.



Figure 31. Southeast façade at basement level, view northwest.



Figure 32. Basement doors and windows at rear of building, view north.

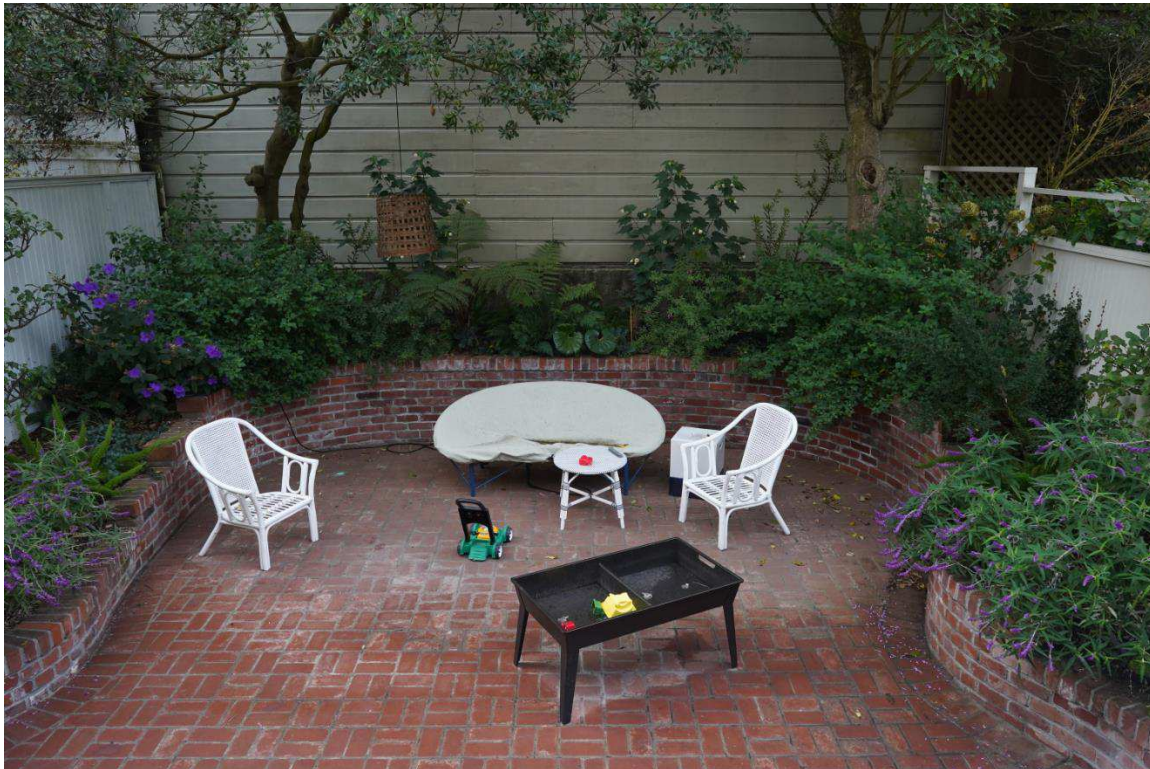


Figure 33. Backyard patio, view southeast.

INTERIOR PHOTOGRAPHS



Figure 34. Main interior staircase, view southeast.



Figure 35. Salvaged period fireplace in the living room, view southwest.



Figure 36. Living room, view northeast.



Figure 37. Living room, view southeast.



Figure 38. View of the dining room and doors to the backyard from the living room, view southeast.



Figure 39. Dining room, view southeast.

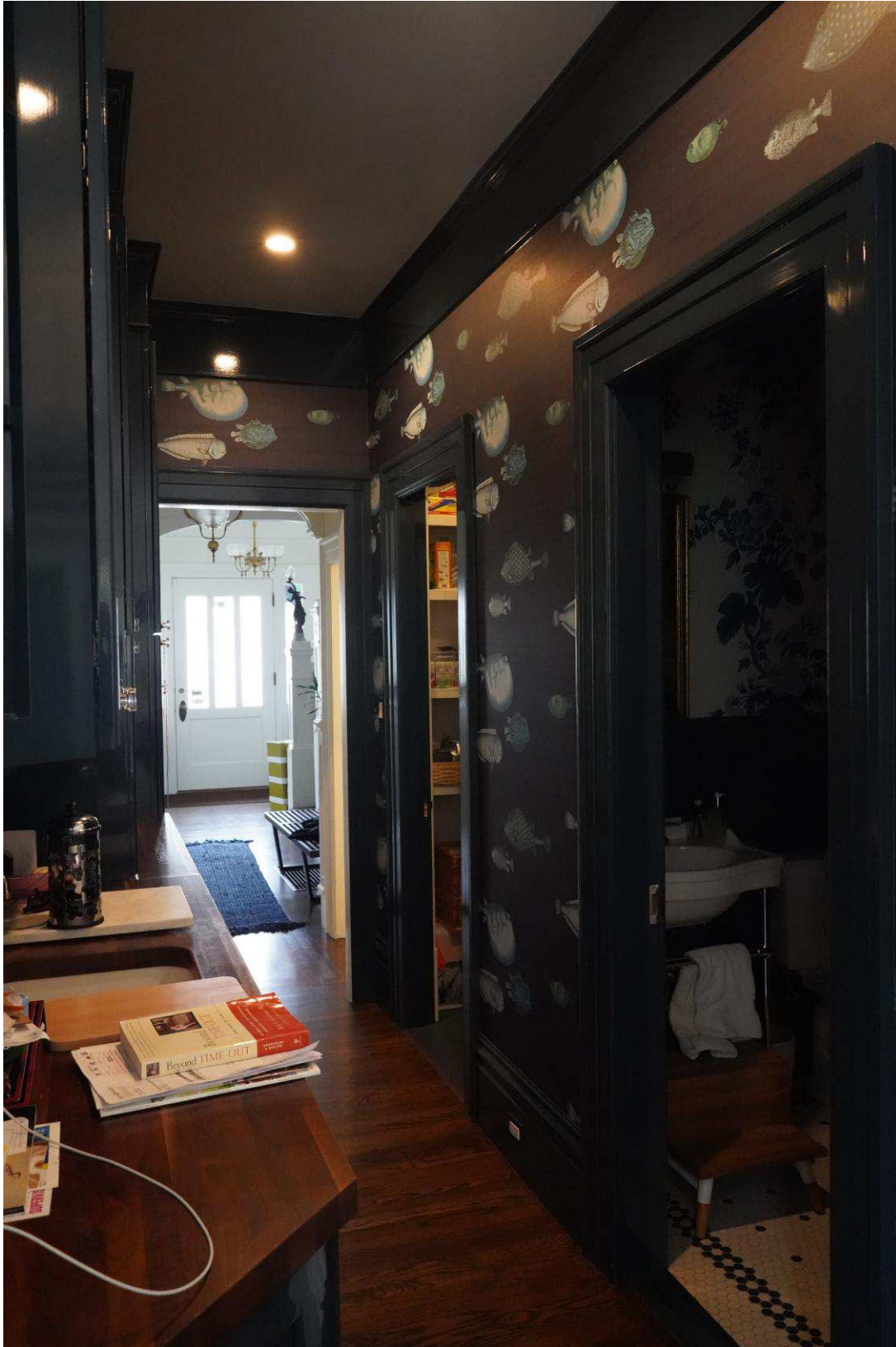


Figure 40. First floor hallway from front entry to kitchen, view northeast.



Figure 41. First-floor bathroom off the hallway, view northeast.



Figure 42. Kitchen, view southeast.



Figure 43. Kitchen, view southwest.



Figure 44. View looking north down stairs between first and second floors.



Figure 45. Detail of stair railing, view southwest.



Figure 46. Bedrooms on the second floor, view north.



Figure 47. Bedroom on west side of second floor, view northwest.



Figure 48. Bedroom on east side of second floor, view northeast.



Figure 49. Second-floor hallway, view southeast.



Figure 50. Seating room on east side of second floor, view southeast.



Figure 51. View looking up at the third-floor stair landing and skylight.



Figure 52. Third-floor stair landing, view northeast.



Figure 53. Den at rear of third floor, view southeast.

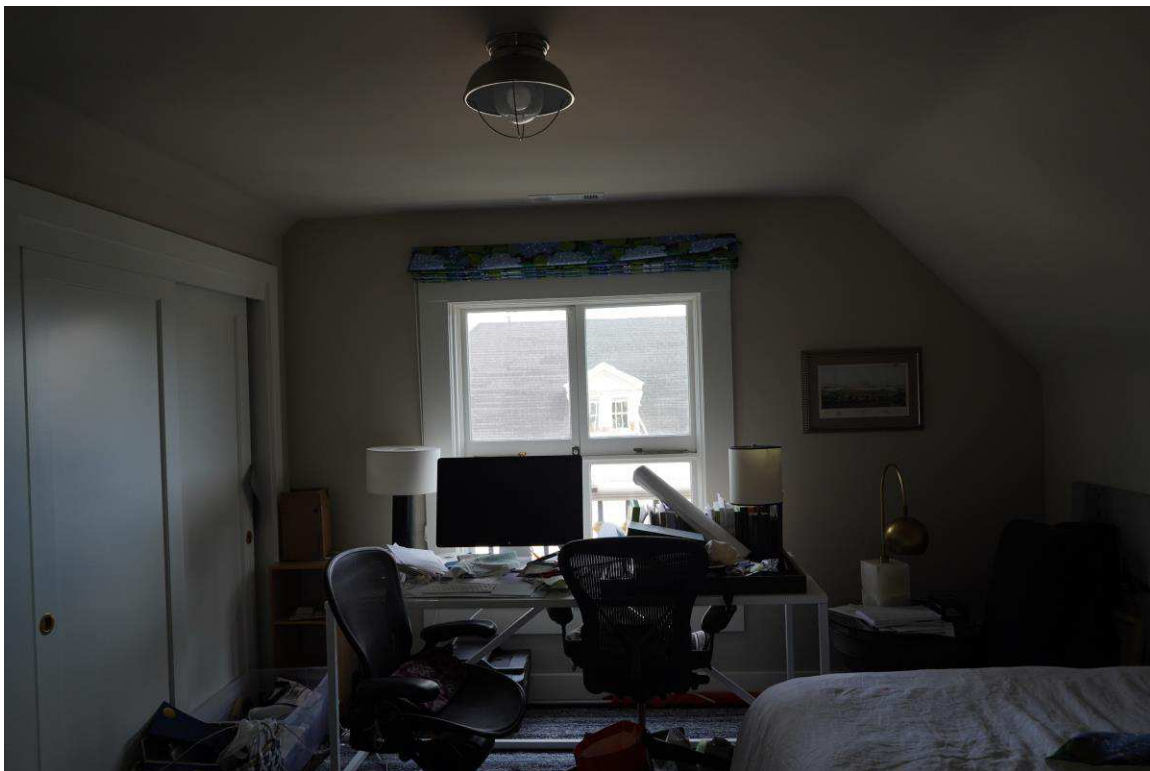
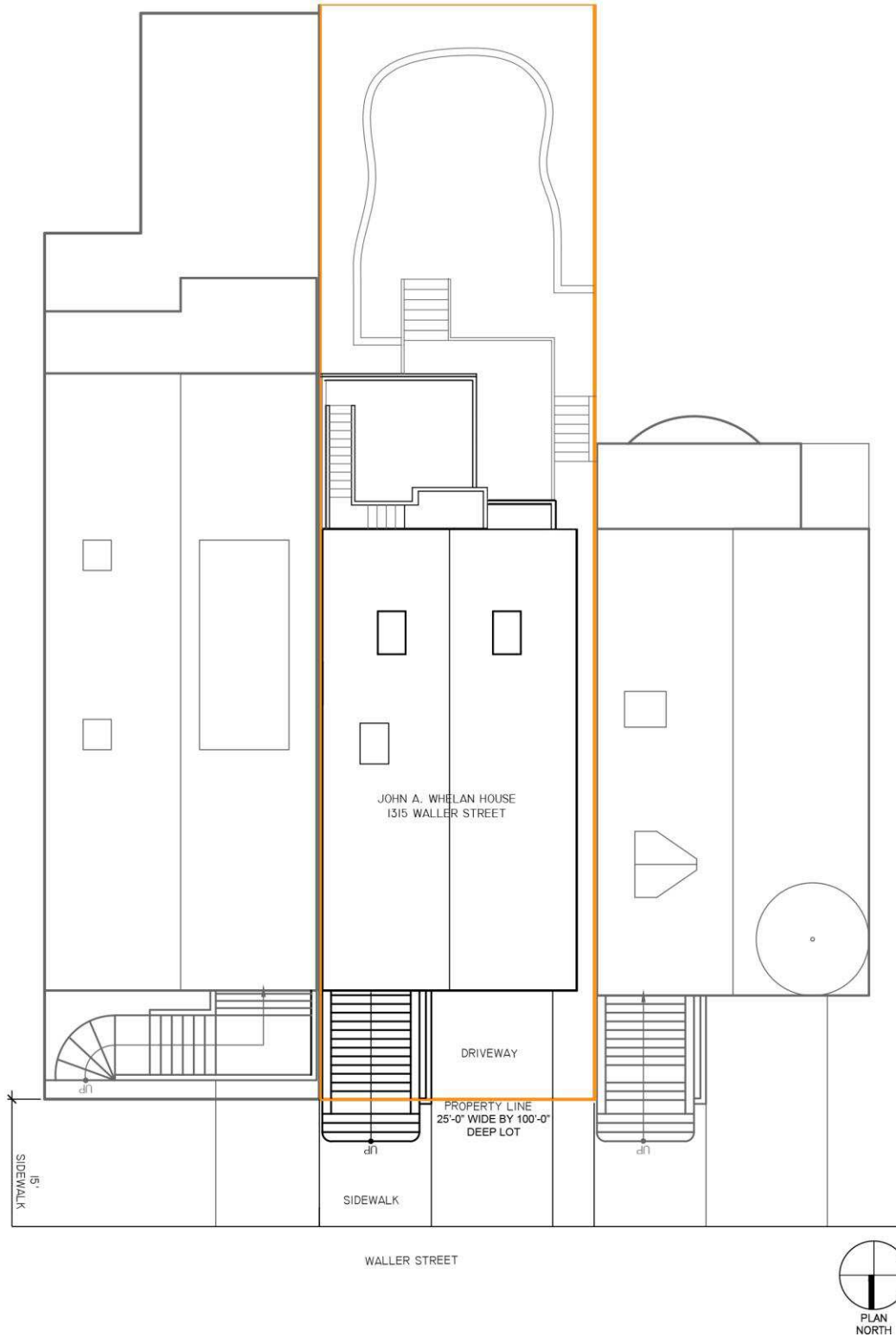


Figure 54. Office on third floor, view northwest.

V. SITE PLAN



VI. TAX BILL



City & County of San Francisco
José Cisneros, Treasurer
David Augustine, Tax Collector
Property Tax Bill (Secured)

1 Dr. Carlton B. Goodlett Place
City Hall, Room 140
San Francisco, CA 94102
www.sftreasurer.org

For Fiscal Year July 1, 2019 through June 30, 2020

Vol 09	Block 1255	Lot 080	Tax Bill No 048288	Mail Date October 9, 2019	Property Location 1315 WALLER ST
-----------	---------------	------------	-----------------------	------------------------------	-------------------------------------

Assessed on January 1, 2019 at 12:01 am
To: NAME WITHHELD PER CA AB 2238

**ADDRESS INFORMATION
NOT AVAILABLE ONLINE**

Description	Assessed Value	
	Full Value	Tax Amount
Land	1,911,735	22,560.38
Structure	1,414,415	16,691.51
Fixtures		
Personal Property		
Gross Taxable Value	3,326,150	39,251.89
Less HO Exemption	7,000	82.60
Less Other Exemption		
Net Taxable Value	3,319,150	\$39,169.28

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
45	LWEA2018TAX	(415) 355-2203	309.52
46	SF BAY RS PARCEL TAX	(888) 508-8157	12.00
89	SFUSD FACILITY DIST	(415) 355-2203	38.28
91	SFCCD PARCEL TAX	(415) 487-2400	99.00
98	SF - TEACHER SUPPORT	(415) 355-2203	261.70
Total Direct Charges and Special Assessments			\$720.50

▶ TOTAL DUE	\$39,889.78
1st Installment	2nd Installment
\$19,944.89	\$19,944.89
DUE 12/10/2019	DUE 04/10/2020

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



City & County of San Francisco
Property Tax Bill (Secured)
For Fiscal Year July 1, 2019 through June 30, 2020

Pay online at www.sftreasurer.org

Vol 09	Block 1255	Lot 080	Tax Bill No 048288	Mail Date October 9, 2019	Property Location 1315 WALLER ST
-----------	---------------	------------	-----------------------	------------------------------	-------------------------------------

Check if contribution to Arts Fund is enclosed.
For other donation opportunities go to Give2SF.org

Detach stub and return with your payment.
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

SECURED 2

▶ 2nd Installment Due	\$19,944.89
------------------------------	--------------------

If paid or postmarked after **APRIL 10, 2020**
the amount due (includes delinquent penalty of 10% and
other applicable fees) is: **\$21,984.37**

091255008000 048288 00000000 00000000 0000 2003



City & County of San Francisco
Property Tax Bill (Secured)
For Fiscal Year July 1, 2019 through June 30, 2020

Pay online at www.sftreasurer.org

Vol 09	Block 1255	Lot 080	Tax Bill No 048288	Mail Date October 9, 2019	Property Location 1315 WALLER ST
-----------	---------------	------------	-----------------------	------------------------------	-------------------------------------

Check if contribution to Arts Fund is enclosed.
For other donation opportunities go to Give2SF.org

Detach stub and return with your payment.
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

SECURED 1

▶ 1st Installment Due	\$19,944.89
------------------------------	--------------------

If paid or postmarked after **DECEMBER 10, 2019**
the amount due (includes delinquent penalty of 10%) is:
\$21,939.37

091255008000 048288 00000000 00000000 0000 1003



City & County of San Francisco
José Cisneros, Treasurer
David Augustine, Tax Collector
Supplemental Property Tax Bill (Secured)
FOR FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019

1 Dr. Carlton B. Goodlett Place
City Hall, Room 140
San Francisco, CA 94102
www.sftreasurer.org

Vol 09	Block 1255	Lot 080	Tax Bill No 811250	Mail Date 08/26/2019	Property Location 1315 WALLER ST
-----------	---------------	------------	-----------------------	-------------------------	-------------------------------------

Assessee: NAME WITHHELD PER CA AB 2238

**ADDRESS INFORMATION
NOT AVAILABLE ONLINE**

▶ TOTAL TAX DUE		\$590.22
First Installment	Second Installment	
\$295.11	\$295.11	
DUE	DUE	
12/10/2019	04/10/2020	

Assessed Value			
Description	New Base Year Value	Current Roll	Supplemental Assessment
Land	1,874,250	1,874,250	
Improvement. Structure	1,398,350	1,303,850	94,500
Less HO Exemption	7,000		7,000
Less Other Exemption			
Assessed Value Total	3,265,600	3,178,100	87,500

Supplemental assessment - see back for details

For The Period 11/08/2018 THROUGH 06/30/2019		
1.1630%	58%	Event Date 11/08/2018

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



City & County of San Francisco
Supplemental Property Tax Bill (Secured)
FOR THE PERIOD 11/08/2018 THROUGH 06/30/2019

Pay online at SFTREASURER.ORG

Vol 09	Block 1255	Lot 080	Tax Bill No 811250	Mail Date 08/26/2019	Property Location 1315 WALLER ST
-----------	---------------	------------	-----------------------	-------------------------	-------------------------------------

Detach stub and return with payment.
Write your block and lot on your check.
2nd installment cannot be accepted unless 1st is paid.

2nd Installment Due
\$295.11

2

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

If paid or postmarked after
the amount due (includes delinquent penalty of 10% and
other applicable fees) is:
\$369.62

APRIL 10, 2020

0912550008000 811250 000029511 000002951 042018 2503



City & County of San Francisco
Supplemental Property Tax Bill (Secured)
FOR THE PERIOD 11/08/2018 THROUGH 06/30/2019

Pay online at SFTREASURER.ORG

Vol 09	Block 1255	Lot 080	Tax Bill No 811250	Mail Date 08/26/2019	Property Location 1315 WALLER ST
-----------	---------------	------------	-----------------------	-------------------------	-------------------------------------

Detach stub and return with payment.
Write your block and lot on your check.

1st Installment Due
\$295.11

1

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

If paid or postmarked after
the amount due (includes delinquent penalty
of 10%) is:
\$324.62

DECEMBER 10, 2019

0912550008000 811250 000029511 000002951 121918 1503

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BUILDING TECHNOLOGY

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916.930.9903 / 916.930.9904 fax

417 S. Hill Street, Suite 211
Los Angeles, California 90013
213.221.1200 / 213.221.1209 fax



ALL-PURPOSE ACKNOWLEDGMENT

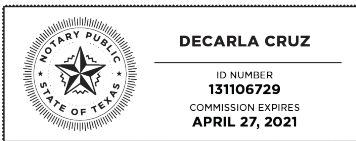
State/Commonwealth of TEXAS)
)
 City County of Denton)

On 05/01/2020 before me, DeCarla Cruz,
Date Notary Name

personally appeared Aimee Leifer, Tjarko Zuri Leifer
Name(s) of Signer(s)

- personally known to me -- **OR** --
- proved to me on the basis of the oath of _____ -- **OR** --
Name of Credible Witness
- proved to me on the basis of satisfactory evidence: driver license
Type of ID Presented

to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by proper authority, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which the individual(s) acted, executed the instrument for the purposes and consideration therein stated.



WITNESS my hand and official seal.

Notary Public Signature: Decarla Cruz

Notary Name: Decarla Cruz

Notary Commission Number: 131106729

Notary Commission Expires: 04/27/2021

Notarized online using audio-video communication

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Mills Act Historical Property Contract Application

Document Date: 05/01/2020 Number of Pages (w/ certificate): 138

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tjarko Leifer

Corporate Officer Title: _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer Is Representing: self

Capacity(ies) Claimed by Signer(s)

Signer's Name: Aimee Leifer

Corporate Officer Title: _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer Is Representing: self

Exemption from Tax Assessment Value

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;

Constructed in 1896 by shipwright and real estate developer John A. Whelan as his personal home, 1315 Waller Street is significant for its association with the pattern of residential development that characterized the Haight-Ashbury neighborhood at its peak in the late nineteenth century. With its dominant steeply gabled roof facing Waller Street and asymmetrical composition with a partial width front porch, canted bay windows, paired column supports, and abundance of richly patterned wall surfaces, 1315 Waller Street is also an exceptional example of the Queen Anne style of architecture as applied to a single-family house in the late nineteenth century in San Francisco.

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.

Granting the exemption will aid in financing repairs, rehabilitation/restoration, and maintenance of the home that would otherwise be in danger of disrepair including: the historic decorative wood Queen Anne facade and wood-sided secondary facades, a deteriorated historic exterior door and garage doors at the primary facade, rehabilitation of the historic and replacement windows, the concrete/marble/wrought/cast iron entry stair including replacement of the plywood landing with a more appropriate stone/tile landing, and replacement of the roofing, flashings, and gutters/drains, and maintenance of the associated skylights.

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. Only properties qualifying in three of the five categories are given priority consideration.

X Necessity: The project will require a financial incentive to help ensure the preservation of the property. This criterion will establish that the property is in danger of deterioration and in need of substantial rehabilitation and restoration that has significant associated costs. Properties with open complaints, enforcement cases or violations will not meet this criterion.

The Mills Act will allow the building owners to conduct work that will restore historic integrity to the building, including the rehabilitation of the missing entry landing and of the replacement second floor windows and existing historic windows, restoration of deteriorated doors and garage doors at the primary facade, as well as wood repair and painting of the home. It will also allow for replacement of the roofing that has reached the end of its useful life. This work will be infeasible without the financial incentive that the Mills Act offers.

X Investment: The project will result in additional private investment in the property other than for routine maintenance. This may include seismic retrofitting and substantial rehabilitation and restoration work. This criterion will establish that the owner is committed to investing in the restoration, rehabilitation and maintenance the property.

As stated under "Necessity," granting the Mills Act Contract will allow the building owners to invest in the home in a way that would otherwise be infeasible. The owners are very much committed to investing in the home as evidenced by the substantial loan they have taken already for major scopes such as seismic work (outside of the Mills Act application). The Mills Act will allow further investment into rehabilitation/restoration and maintenance and incentivize proper but costly rehabilitation and restoration that will contribute to preserving the home.

X Distinctiveness: The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature.

Known colloquially as "Winter" because of the distinctive snowflake applique at the center of its front façade, 1315 Waller Street was constructed in 1896 by shipwright and real estate developer John A. Whelan as part of a row of four houses, now known as the Four Seasons, and as Whelan's personal home. The house has become a prominent visual landmark in the Haight-Ashbury neighborhood along with the other three Four Seasons Houses thanks to its playful and expressive decorative theme. An excellent example of a Queen Anne house, 1315 Waller Street exemplifies the pattern of residential development that characterized the Haight-Ashbury neighborhood at its peak in the late nineteenth century.

Exhibit A: Rehabilitation/ Restoration Plan

#	Building Feature	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup	5.0% <= Escalation per year
# 1	Building Feature: Waller Street - Entry Stair Landing	Remove existing plywood, preparation	8	HR	\$ 125.00	\$ 1,000	\$ 550	\$ 1,550	Sub Total Before Escalation =>		
Rehab/Restoration	Maintenance	Completed	Proposed	Install new marble/ tile TBD	60	SF	\$ 85.00	\$ 5,100		\$ 2,805	\$ 7,905
Contract Year for Work Completion: 2023		Waterproof subfloor	60	SF	\$ 30.00	\$ 1,800	\$ 990	\$ 2,790			
Total Cost (rounded to nearest dollar): \$12,245						\$ -	\$ -	\$ -		\$ 12,245	
Description of Work:		Escalate to 2023	1	LS	\$ 1,836.75	\$ 1,837	\$ 1,010	\$ 2,847			
Replace exposed plywood landing at the front door entry with appropriate marble/stone/tile mosaic flooring and waterproofing at landing. New front landing will be compatible to the historic building and conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.											
Total with Escalation =>									\$15,091.96		
# 2	Building Feature: Waller Street - Front Entry Stairs	Clean stair case.	32	HR	\$ 125.00	\$ 4,000	\$ 2,200	\$ 6,200	Sub Total Before Escalation =>		
Rehab/Restoration	Maintenance	Completed	Proposed	Repair stone	40	HR	\$ 125.00	\$ 5,000		\$ 2,750	\$ 7,750
Contract Year for Work Completion: 2023		Allow for new material	1	LS	\$ 1,500.00	\$ 1,500	\$ 825	\$ 2,325			
Total Cost (rounded to nearest dollar): \$17,515		Water repellent treatment	8	HR	\$ 100.00	\$ 800	\$ 440	\$ 1,240		\$ 17,515	
Description of Work:		Escalate to 2023	1	LS	\$ 2,627.25	\$ 2,627	\$ 1,445	\$ 4,072			
Clean staining, soiling, biological growth, and discoloration at marble entry stair and concrete base landing/steps. Repair stone, including wear, chips, and cracks as needed. All work will comply with the National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.											
Total with Escalation =>									\$21,587.24		
# 3	Building Feature: Entry Stair Iron Handrail & Concrete Base	Prepare, prime and paint handrail	32	HR	\$ 95.00	\$ 3,040	\$ 1,672	\$ 4,712	Sub Total Before Escalation =>		
Rehab/Restoration	Maintenance	Completed	Proposed	Remove, prepare, prime and paint masonry	32	HR	\$ 100.00	\$ 3,200		\$ 1,760	\$ 4,960
Contract Year for Work Completion: 2023 and Every 7-10 years as Needed						\$ -	\$ -	\$ -			
Total Cost (rounded to nearest dollar): \$9,672						\$ -	\$ -	\$ -		\$ 9,672	
Description of Work:		Escalate to 2023	1	LS	\$ 1,450.80	\$ 1,451	\$ 798	\$ 2,249			
Treat corrosion at handrails and prepare, prime, and paint with appropriate rust inhibitive metal paint. At the concrete base of the rail/side walls, remove paint and clean concrete substrate (taking care not to use acidic cleaners near the marble steps) or prepare, prime, and repaint with appropriate breathable masonry paint. Work will comply with the National Park Service's Preservation Brief #27: The Maintenance and Repair of Architectural Cast Iron and Preservation Brief #15: Preservation of Historic Concrete. Work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.											
Total with Escalation =>									\$11,920.74		

Exhibit A: Rehabilitation/ Restoration Plan

#	Building Feature	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup	
# 4	Building Feature: Waller Street Façade - Painting	Façade wood repair, sealing etc.	160	HR	\$ 95.00	\$ 15,200	\$ 8,360	\$ 23,560	Sub Total Before Escalation =>		
Rehab/Restoration	Maintenance	Completed	Proposed	320	HR	\$ 95.00	\$ 30,400	\$ 16,720		\$ 47,120	
Contract Year for Work Completion: 2023 and Every 7-10 years as Needed						\$ -	\$ -	\$ -		\$ -	
Total Cost (rounded to nearest dollar): \$70,680						\$ -	\$ -	\$ -	\$ 70,680		
Description of Work:		Escalate to 2023	1	LS	\$ 17,670.00	\$ 17,670	\$ 9,719	\$ 27,389			
It appears the façade was last repainted sometime before 2008. Assess and inspect the facade for wood damage or deterioration, and repair as needed, including patching holes and sealing gaps at the garage sconce escutcheons. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building, and elements determined to be damaged or deteriorated beyond repair will be replaced in-kind (e.g., wood for wood). Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows and Item 6 for detail at doors). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.											
									Total with Escalation =>	\$98,068.50	

#	Building Feature	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup	
# 5	Building Feature: Waller Street Façade - Windows	Repair missing wood/ hardware	104	HR	\$ 95.00	\$ 9,880	\$ 5,434	\$ 15,314	Sub Total Before Escalation =>		
Rehab/Restoration	Maintenance	Completed	Proposed	52	HR	\$ 95.00	\$ 4,940	\$ 2,717		\$ 7,657	
Contract Year for Work Completion: 2023		Rehab weather stripping	26	HR	\$ 95.00	\$ 2,470	\$ 1,359	\$ 3,829		\$ 3,829	
Total Cost (rounded to nearest dollar): \$84,925		Replace windows	5	EA	\$ 7,500.00	\$ 37,500	\$ 20,625	\$ 58,125	\$ 84,925		
Description of Work:		Escalate to 2023	1	LS	\$ 12,738.68	\$ 12,739	\$ 7,006	\$ 19,745			
Rehabilitate wood windows. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty with appropriate paint. Consider installation of appropriate weather-stripping. At first floor original windows, consider restoring operability to windows that are not operable. Repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. At second floor non-historic (but compatible) double-paned insert windows, rehabilitate to improve weather- stripping/poor performance and deteriorated sash tracks or consider replacing with new wood sash to match the original appearance. At attic window, rehabilitate or replace attic window with appropriate compatible wood window (based on further research and site investigation) to resolve soundness of window and weather-tightness. All work will comply with the National Park Service's Preservation Brief #9: The Repair of Historic Wooden Windows and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.											
									Total with Escalation =>	\$104,669.45	

Exhibit A: Rehabilitation/ Restoration Plan

Exhibit A: Rehabilitation/ Restoration Plan				Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup
# 6	Building Feature: Waller Street Doors			Repair missing wood/ hardware	80	HR	\$ 95.00	\$ 7,600	\$ 4,180	\$ 11,780	Sub Total Before Escalation	
Rehab/Restoration	Maintenance	Completed	Proposed	Prepare, prime and paint	50	HR	\$ 95.00	\$ 4,750	\$ 2,613	\$ 7,363		
Contract Year for Work Completion: 2023											\$ 19,143	
Total Cost (rounded to nearest dollar): \$19,143												
Description of Work:				Escalate to 2023	1	LS	\$ 2,871.38	\$ 2,871	\$ 1,579	\$ 4,451		
Rehabilitate and maintain doors, including hardware to keep in good working order. Prepare, prime, and paint with appropriate paint. At garage doors and side (trade hall) door, treat deterioration, including checks/splits, and deterioration at joints of stiles and rails. Clean and maintain glass lites at garage doors. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.												
Total with Escalation =>											\$23,593.13	

# 7	Building Feature: Main Roof			Strip and replace existing shingle roof	1,500	SF	\$ 12.50	\$ 18,750	\$ 10,313	\$ 29,063	Sub Total Before Escalation	
Rehab/Restoration	Maintenance	Completed	Proposed	Repair, paint flashings, sealant joints	48	HR	\$ 95.00	\$ 4,560	\$ 2,508	\$ 7,068		
Contract Year for Work Completion: 2025				Repair and replace copper as needed	64	HR	\$ 110.00	\$ 7,040	\$ 3,872	\$ 10,912		
Total Cost (rounded to nearest dollar): \$47,043											\$ 47,043	
Description of Work:				Escalate to 2025	1	LS	\$ 11,760.63	\$ 11,761	\$ 6,468	\$ 18,229		
The roofing at the main roof appears to have been replaced in 1993. Inspect main roof and replace existing shingle roofing with new shingle roofing. Repair or replace related flashing, waterproofing, and gutters as needed. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.												
Total with Escalation =>											\$65,271.47	

Exhibit A: Rehabilitation/ Restoration Plan

Exhibit A: Rehabilitation/ Restoration Plan				Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup
# 8	Building Feature: Rear/ South Façade - Wood Repair			Investigate bulge/ struct., contractor, AE	24	HR	\$ 150.00	\$ 3,600	\$ 1,980	\$ 5,580	Sub Total Before Escalation	
Rehab/Restoration	Maintenance	Completed	Proposed	Repair and match siding as needed - allow	54	SF	\$ 75.00	\$ 4,050	\$ 2,228	\$ 6,278		
Contract Year for Work Completion: 2027				Prime and paint siding	24	HR	\$ 95.00	\$ 2,280	\$ 1,254	\$ 3,534		
Total Cost (rounded to nearest dollar): \$15,392							\$ -	\$ -	\$ -	\$ -		\$ 15,392
Description of Work:				Escalate to 2027	1	LS	\$ 5,387.03	\$ 5,387	\$ 2,963	\$ 8,350		

Investigate bulged/split siding at the west kitchen window and bulged siding and split eave board at the top of the south kitchen wall. Correct deficiencies and ensure weather-tightness as needed. Repair or replace siding to match existing as needed. Prepare, prime, and paint with appropriate paint. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Total with Escalation => \$23,741.39

# 9	Building Feature: Rear/ South Façade - Painting			Investigate for damage	8.0	HR	\$ 125.00	\$ 1,000	\$ 550	\$ 1,550	Sub Total Before Escalation	
Rehab/Restoration	Maintenance	Completed	Proposed	Repair and match siding as needed - allow	100	SF	\$ 25.00	\$ 2,500	\$ 1,375	\$ 3,875		
Contract Year for Work Completion: 2027				Prime and paint siding, doors, windows	1,350	SF	\$ 7.50	\$ 10,125	\$ 5,569	\$ 15,694		
Total Cost (rounded to nearest dollar): \$23,444				New sealants, flashing	1	LS	\$ 1,500.00	\$ 1,500	\$ 825	\$ 2,325		\$ 23,444
Description of Work:				Escalate to 2027	1	LS	\$ 8,205.31	\$ 8,205	\$ 4,513	\$ 12,718		

Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Prepare, prime, and paint with appropriate paint, including windows and doors - (see Rehabilitation/Restoration Item #8 for detail at wood siding). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

Total with Escalation => \$36,161.98

Exhibit A: Rehabilitation/ Restoration Plan

#	Building Feature: Secondary Side Elevations - Painting	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup	
# 10		Investigate for damage	4.0	HR	\$ 125.00	\$ 500	\$ 275	\$ 775	Sub Total Before Escalation =>		
Rehab/Restoration	Maintenance	Completed	Proposed	Repair and match siding as needed - allow	100	SF	\$ 25.00	\$ 2,500		\$ 1,375	\$ 3,875
Contract Year for Work Completion: 2029		Prime and paint siding, doors, windows	4,620	SF	\$ 7.50	\$ 34,650	\$ 19,058	\$ 53,708			
Total Cost (rounded to nearest dollar): \$58,358						\$ -	\$ -	\$ -		\$ 58,358	
Description of Work:		Escalate to 2029	1	LS	\$ 26,260.88	\$ 26,261	\$ 14,443	\$ 40,704			
Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Patch holes at abandoned mechanical conduits/ducts as needed. Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.											
Total with Escalation =>									\$99,061.86		

#	Building Feature: Secondary Side Elevations - Windows	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup	
# 11		Investigate for damage	4.0	HR	\$ 125.00	\$ 500	\$ 275	\$ 775	Sub Total Before Escalation =>		
Rehab/Restoration	Maintenance	Completed	Proposed	Repair wood, putty and hardware	24	HR	\$ 95.00	\$ 2,280		\$ 1,254	\$ 3,534
Contract Year for Work Completion: 2029		Prime and paint windows	16	SF	\$ 95.00	\$ 1,520	\$ 836	\$ 2,356			
Total Cost (rounded to nearest dollar): \$24,490		New sealants, flashing, weatherstripping	1	LS	\$ 1,500.00	\$ 1,500	\$ 825	\$ 2,325			
Description of Work:		Window replace allow	2	EA	\$ 5,000.00	\$ 10,000	\$ 5,500	\$ 15,500	\$ 24,490		
During painting work access, assess wood condition and repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weatherstripping. At the east lightwell non-historic wood casement windows, replace Plexiglas with glass, and consider installation of appropriate weatherstripping. Alternatively, consider appropriate replacement windows. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.											
		Escalate to 2029	1	LS	\$ 11,020.50	\$ 11,021	\$ 6,061	\$ 17,082			
Total with Escalation =>									\$41,571.78		

Exhibit A: Rehabilitation/ Restoration Plan

#	Building Feature	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup
# 12	Roofing Over Kitchen	Investigate for damage	4.0	HR	\$ 125.00	\$ 500	\$ 275	\$ 775		
Rehab/Restoration	Maintenance	Completed	Proposed	Remove and replace roofing	500	SF	\$ 35.00	\$ 17,500	\$ 9,625	\$ 27,125
Contract Year for Work Completion: 2031		Waterproofing, guardrail repair	8	HR	\$ 95.00	\$ 760	\$ 418	\$ 1,178		
Total Cost (rounded to nearest dollar): \$33,728		New sealants, flashing	1	LS	\$ 3,000.00	\$ 3,000	\$ 1,650	\$ 4,650		
Description of Work:						\$ -	\$ -	\$ -		
Inspect roofing, and replace roofing at deck area over kitchen. Ensure waterproofing at guard rail penetrations/anchorage including repairing wood guardrail as needed. Ensure roof is sloped to drain properly to adjacent gutter. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.		Escalate to 2031	1	LS	\$ 18,550.40	\$ 18,550	\$ 10,203	\$ 28,753		
								Total with Escalation =>	\$62,481.12	

Sub Total Before Escalation => \$ 33,728

Exhibit B: Maintenance Plan

	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup
# 1	Building Feature: Front Entry Stairs - Visual Inspection	8	HR	\$ 125.00	\$ 1,000	\$ 550	\$ 1,550	Sub Total Before Escalation =>	5.0% <= Escalation per year
Rehab/Restoration	Maintenance Completed Proposed				\$ -	\$ -	\$ -		
Contract Year for Work Completion: 2021 and annually thereafter					\$ -	\$ -	\$ -		
Total Cost (rounded to nearest dollar): \$15,500					\$ -	\$ -	\$ -	\$ 1,550	
Description of Work:									
Perform visual inspection of concrete and marble main entry stair with metal railings and marble/stone/tile landing annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration. Assess adjacent bush/vegetation and maintain/trim to prevent building damage; consider a planting support system that keeps the plant from attaching to the adjacent historic materials. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings.									
	Escalate to 2026 midpoint	1	LS	\$ 465.00	\$ 465	\$ 256	\$ 721	\$ 2,271	<= Subtotal per year
	Years =>	10	YR					Total =>	\$15,500.00
	Years =>	10	YR					Total with Escalation =>	\$22,707.50
# 2	Building Feature: Facades - Visual Inspection	12	HR	\$ 125.00	\$ 1,500	\$ 825	\$ 2,325	Sub Total Before Escalation =>	
Rehab/Restoration	Maintenance Completed Proposed				\$ -	\$ -	\$ -		
Contract Year for Work Completion: 2021 and annually thereafter					\$ -	\$ -	\$ -		
Total Cost (rounded to nearest dollar): \$23,250					\$ -	\$ -	\$ -	\$ 2,325	
Description of Work:									
Perform visual inspection of facades, including wood siding and decorative trim, metal work and flashings, sealant failure, and other signs of deterioration. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.									
	Escalate to 2026 midpoint	1	LS	\$ 697.50	\$ 698	\$ 384	\$ 1,081	\$ 3,406	<= Subtotal per year
	Years =>	10	YR					Total =>	\$23,250.00
	Years =>	10	YR					Total with Escalation =>	\$34,061.25

Exhibit B: Maintenance Plan

	Description	Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup
# 3	Building Feature: Windows and Doors - Visual Inspection	12	HR	\$ 125.00	\$ 1,500	\$ 825	\$ 2,325		
Rehab/Restoration	Maintenance	Completed	Proposed		\$ -	\$ -	\$ -		
Contract Year for Work Completion: 2021 and annually thereafter					\$ -	\$ -	\$ -		
Total Cost (rounded to nearest dollar): \$23,250					\$ -	\$ -	\$ -		
Description of Work:									
Perform visual inspection of wood windows and doors (including main entry door, garage doors, and side/trade hall doors at Waller St.) with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Assess hardware, window sash cords, window function, lubricate hardware, etc. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.									
	Escalate to 2026 midpoint	1	LS	\$ 697.50	\$ 698	\$ 384	\$ 1,081	\$ 2,325	
								\$ 3,406	<= Subtotal per year
	Years =>	10	YR						Total => \$23,250.00
	Years =>	10	YR						Total with Escalation => \$34,061.25
# 4	Building Feature: Waller St. Façade - Cleaning	8	HR	\$ 125.00	\$ 1,000	\$ 550	\$ 1,550		
Rehab/Restoration	Maintenance	Completed	Proposed		\$ -	\$ -	\$ -		
Contract Year for Work Completion: 2025 and every 2 years thereafter					\$ -	\$ -	\$ -		
Total Cost (rounded to nearest dollar): \$6,200					\$ -	\$ -	\$ -		
Description of Work:									
Soft-wash/gently clean with mild detergent and low pressure rinsing/hand wiping to maintain appearance and prolong life of paint as recommended by paint manufacturer. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.									
	Escalate to 2028	1	LS	\$ 620.00	\$ 620	\$ 341	\$ 961	\$ 1,550	
								\$ 2,511	<= Subtotal per year
	Years =>	4	YR						Total => \$6,200.00
	Years =>	4	YR						Total with Escalation => \$10,044.00
# 5	Building Feature: Roof (Main & Roof Over Kitchen)	8	HR	\$ 125.00	\$ 1,000	\$ 550	\$ 1,550		
Rehab/Restoration	Maintenance	Completed	Proposed		\$ -	\$ -	\$ -		
Contract Year for Work Completion: 2021 and annually thereafter					\$ -	\$ -	\$ -		
Total Cost (rounded to nearest dollar): \$15,500					\$ -	\$ -	\$ -		
Description of Work:									
Inspect roofing for defects and deterioration annually, including associated flashing and sealants (and skylights at the main roof). Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.									
	Escalate to 2026 midpoint	1	LS	\$ 465.00	\$ 465	\$ 256	\$ 721	\$ 1,550	
								\$ 2,271	<= Subtotal per year
	Years =>	10	YR						Total => \$15,500.00
	Years =>	10	YR						Total with Escalation => \$22,707.50

Exhibit B: Maintenance Plan

#	Building Feature: Roof Gutters and Downspouts	Description
# 6		Inspect and repair as noted
Rehab/Restoration	Maintenance	Completed
		Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

Description of Work:

Inspect and clean all roof gutters, drains and downspouts annually. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

Escalate to 2026 midpoint

Years =>

Quantity	Unit	Rate	Sub	Markup	Total Cost (Current)	Total Cost Per Item	55.0% <= Markup
8	HR	\$ 125.00	\$ 1,000	\$ 550	\$ 1,550	Sub Total Before Escalation =>	
		\$ -	\$ -	\$ -	\$ -		\$ 1,550
1	LS	\$ 465.00	\$ 465	\$ 256	\$ 721	\$ 2,271	<= Subtotal per year
					Total =>	\$15,500.00	
					Total with Escalation =>	\$22,707.50	



2020 MILLS ACT HISTORICAL PROPERTY CONTRACTS EXECUTIVE SUMMARY

HEARING DATE: OCTOBER 7, 2020

Re: 2020 Mills Act Historical Property Contracts
Staff Contact: Michelle Taylor - 628-652-7352
Michelle.Taylor@sfgov.org
Reviewed By: Elizabeth Gordon-Jonckheer- 628-652-7365
Elizabeth.Gordon-Jonckheer@sfgov.org

- A. Record No.:** 2020-004819MLS
Project Address: 450 PACIFIC AVENUE
Zoning: C-2 (Community Business) Zoning District
Height & Bulk: 65-A Height and Bulk District
Historic District: Jackson Square Historic District
Block/Lot: 0164/010
Project Sponsor: Jesse Feldman
Property Owner: Pacific Stables Property Owner LLC
590 Pacific Avenue
San Francisco, CA 94133
- B. Record No.:** 2020-004811MLS
Project Address: 1315 WALLER STREET
Zoning: RH-3 (Residential - House, Three-Family) Zoning District
Height & Bulk: 40-X Height and Bulk District
Historic Property: Nomination for the National Register of Historic Places Under Review
Block/Lot: 1255/080
Project Sponsor: Aimee & Tjarko Leifer
Property Owner: AIMKO 2015 Trust
1315 Waller Street
San Francisco, CA 94117

- C. Record No.:** 2020-004685MLS
Project Address: 59 POTOMAC STREET
Zoning: RH-2 (Residential - House, Two-Family) Zoning District
Height/Bulk: 40-X Height and Bulk District
Historic District: Duboce Park Historic District
Block/Lot: 0865/008
Project Sponsor/
Property Owner: Jonathan Dascola & Kamariah Sulaiman Dascola
59 Potomac Street
San Francisco, CA 94117

Property Descriptions

- A. 450 Pacific Avenue is located on the north side of Pacific Avenue at the corner of Osgood Place, Assessor's Block 0164, Lot 010. The subject property is located within a C-2 (Community Business) zoning district and a 65-X Height and Bulk district. The subject property is a contributing building to the Article 10 Jackson Square Historic District. It is a four-story, plus basement, brick and timber, office building first constructed c.1887 as the Kentucky Stables Building and rebuilt after the 1906 earthquake and fire.
- B. 1315 Waller Street is located on the south side of Waller Street between Delmar Street and Masonic Avenue, Assessor's Block 1255, Lot 080. The subject property is located within the RH-3 (Residential House, Three Family) zoning district and 40-X Height and Bulk district. The subject building is a two-and-half-story plus basement, wood-frame, single-family dwelling designed in the Queen Anne style by local shipbuilder John A. Whelan in 1896. 1315 Waller Street, or "Winter" as it also known, is one in a row of four homes referred to as the "Four Seasons" for their associated ornamental detailing. The building was nominated for listing on the National Register of Historic Places before December 31, 2019.
- C. 59 Potomac Street is located on the west side of Potomac Street between Waller Street and Duboce Avenue, Assessor's Block 0865, Lot 008. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the Article 10 Duboce Park Historic District. It is a two story over garage, wood-frame, single-family dwelling built in 1899 and features a gable roof and bay window.

Project Description

This project is for Mills Act Historical Property Contracts for 450 Pacific Avenue, 1315 Waller Street, and 59 Potomac 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 authorizes local governments to enter into contracts with owners of private historical property who will rehabilitate, restore, preserve, and maintain qualified historical 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 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 as well as the historical value of individual buildings proposed for historical property contracts, and the resultant property tax reductions, under 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 this Chapter 71, "qualified historical property" shall mean 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 shall be 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 set forth in Section 71.2, subsection (b) if it finds that the property is a qualified historical property that meets the requirements of subsection (a) 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 shall 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 Section 71.2(b), 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 shall be 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

The Planning Department shall refer an 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 shall 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 shall have the authority to recommend approval, disapproval, or modification of historical property contracts to the Board of Supervisors. For this purpose, the Historic Preservation Commission shall 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 shall forward 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 shall constitute a recommendation of disapproval for the purposes of this subsection, and the Planning Department shall notify the property owner in writing of the Historic Preservation Commission's failure to act; provided, however, that the Board of Supervisors by resolution may grant an extension of time to the Historic Preservation Commission for its review. If the Historic Preservation Commission recommends disapproval of the historical property contract, such decision shall be 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 shall forward the application and Assessor-Recorder's report to the Budget Analyst, who, notwithstanding any other provision of this Code, shall prepare 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 shall 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 shall have 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 shall authorize 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 shall set 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 shall 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.
 - (a) 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.
 - (b) 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.

Departmental Monitoring Report

On March 31, 2013 and every three years thereafter, the Assessor-Recorder and the Planning Department shall submit a joint report to the Board of Supervisors and the Historic Preservation Commission providing the Departments' analysis of the historical property contract (Mills Act) program. The report shall be calendared for

hearing before the Board of Supervisors and the Historic Preservation Commission. Please see Attachment D for Departmental Monitoring Report.

Priority Criteria Considerations

In addition, the Department reviews all applications on the merits of five Priority Consideration. The five priority considerations are:

Necessity: The project will require a financial incentive to help ensure the preservation of the property. This criterion will establish that the property is in danger of deterioration and in need of substantial rehabilitation and restoration that has significant associated costs. Properties with open complaints, enforcement cases or violations will not meet this criterion.

Investment: The project will result in additional private investment in the property other than for routine maintenance. This may include seismic retrofitting and substantial rehabilitation and restoration work. This criterion will establish that the owner is committed to investing in the restoration, rehabilitation and maintenance the property.

Distinctiveness: The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature.

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

- A. **450 Pacific Avenue:** The subject property is listed a contributor to the Jackson Square Historic District and is thus a qualified historical property. The subject commercial property is currently valued by the Assessor's Office as over \$5,000,000 and required a Historic Structure Report (see attached). The property meets one of the two requirements for granting exemption from the limitations on eligibility. The property is a particularly significant resource because it was constructed as early as 1887 as the Kentucky Stables building, a carriage house and livery, that survived the 1906 earthquake and fires. 450 Pacific Avenue is an important contributor to the Jackson Square Historic District for its early construction date, its survival through the ravages of the 1906 earthquake and fires, its historic use as a livery stable – which was a common early San Francisco building type that has become increasingly rare – and for its architectural design, which includes its brick façade and simple classical design articulation. The building contributes to the narrative of Jackson Square as the only significant collection of structures that represent San Francisco's nineteenth-century commercial heritage.

Although the property is not in danger of demolition, substantial alteration, or disrepair, staff supports

an eligibility exemption because of the applicant's commitment to address deferred maintenance and reverse years of unsympathetic alterations. The proposed rehabilitation program also includes the wholesale restoration of the ground story storefront, which is currently incompatible with the historic property. This work will be completed in addition to scopes of rehabilitation work to repair aspects of the property that are in fair condition, including brickwork and repointing.

The owner of the qualified historical property submitted an application for a historical property contract to the Department by the May 1, 2020 application deadline with the required Historic Structure Report prepared by Page and Turnbull.

The Assessor-Recorder estimated the property owner will receive \$99,225 in property tax savings 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.

As detailed in the application, the applicant proposes to rehabilitate and maintain the historic property. The proposed Rehabilitation Plan (Exhibit A) includes the restoration of the historic storefront, which was removed to install an incompatible recessed arcade and modern glazed entry system at an unknown date; replacing parapet flashing; repairing roofing and window parge; treating all exterior or exposed steel and skylights; and repointing, patching and cleaning of brickwork. The estimated cost of the proposed rehabilitation work is \$782,655 over ten years.

The proposed Maintenance Plan (Exhibit B) includes annual inspection of roofing, flashing, pointing, metal corrosion, drainage points, and biological growth. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. When 60% or more of the windows on either the Pacific Avenue or Osgood Place facades are deteriorated beyond repair, the property owner will replace all the windows with new wood double-hung windows that are compatible with the historic character of the building. Maintenance work is estimated to cost approximately \$14,725 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 three of the five Priority Considerations: Necessity, Investment and Distinctiveness. 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. Finally, the proposed rehabilitation project will preserve a distinctive example of a pre-1906 carriage house. The subject property does not meet the Recently Designated City Landmarks or the Legacy Business criteria. Jackson Square was designated an Article 10 landmark district in 1972 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

- B. **1315 Waller Street:** The subject property is listed on the National Register of Historic Places and is thus a qualified historical property. The subject property is currently valued by the Assessor's Office as over

\$3,000,000 and required a Historic Structure Report (see attached). The property meets the requirements for granting exemption from the limitations on eligibility. The property is a particularly significant resource it is a Queen Anne style building designed by local shipbuilder John A. Whelan in 1896 and known as “Winter,” it is one in a row of four homes referred to as the “Four Seasons” for their associated ornamental detailing. Although the property is fully occupied and the Historic Structure Report prepared for the property found the property to be in fair to good condition, staff supports an eligibility exemption because of the applicant’s commitment to address deferred maintenance. The applicant has proposed replacement of the missing front landing, select dry rot repair of ornamental wood elements at the front elevation, and full roof replacement. This work will be completed in addition to scopes of rehabilitation work to repair and replace some windows.

The owner of the qualified historical property submitted an application with the required Historic Structure Report for a historical property contract to the Department by the May 1, 2020 application deadline.

The Assessor-Recorder estimated the property owner will receive \$20,467 in property tax savings 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.

As detailed in the application, the applicant proposes to rehabilitate and maintain the historic property. The proposed Rehabilitation Plan (Exhibit A) includes restore front entry marble steps and iron handrail, restore missing front entry landing, repair or replace select windows, replace roof, and fully repaint and repair all elevations. In 2018, the applicant had replaced the building foundation, added shear walls and structural steel beams. Rehabilitation work is estimated to cost \$416,635 over ten years.

The proposed Maintenance Plan (Exhibit B) includes annual inspection of roof, gutters and downspouts, windows, doors, foundation, and wood siding and trim. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately \$9,920 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 three of the five Priority Considerations: Necessity, Investment and Distinctiveness. 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. Finally, the proposed rehabilitation project will preserve a distinctive example of Victorian style home. The subject property does not meet the Recently Designated City Landmarks or the Legacy Business criteria. Although the building was recently nominated for listing on the National Register of Historic Places, it is not a City Landmark under Article 10. A Legacy Business is not located at the subject property.

- D. **59 Potomac Street:** The subject property is a contributor to the Duboce Park Historic District and is thus

a qualified historical property. The subject property is currently valued by the Assessor's Office as under \$3,000,000 and did not require a Historic Structure Report. The owner of the qualified historical property submitted an application for a historical property contract to the Department by the May 1, 2020 application deadline.

The Assessor-Recorder estimated the property owner will receive \$23,165 in property tax savings 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.

As detailed in the application, the applicant proposes to rehabilitate and maintain the historic property. The proposed Rehabilitation Plan (Exhibit A) includes seismic strengthening, roof replacement, wood siding repair and painting, window replacement, front stair replacement, and permeable driveway. Rehabilitation work is estimated to cost \$296,500 over ten years.

The proposed Maintenance Plan (Exhibit B) includes annual inspection of roof, gutters and downspouts, windows, and wood siding and trim an inspection of the roof every five years. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately \$2,000 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 Plan and Maintenance Plan for a full description of the proposed work.

The subject property meets three of the five Priority Considerations: Necessity, Investment and Distinctiveness. 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. Finally, the proposed rehabilitation project will preserve a distinctive example of Victorian style home. The subject property does not meet the Recently Designated City Landmarks or the Legacy Business criteria. The building was designated an Article 10 landmark district in 2013 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

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 1 categorical exemption.

Basis for Recommendation

- A. **450 Pacific Avenue:** The Department recommends APPROVAL of the Mills Act Historical Property Contract as it meets the provisions of Chapter 71 of the Administration Code and the Priority Considerations. The proposed rehabilitation and maintenance work conforms with the *Secretary of Interior's Standards for Rehabilitation*. Granting the Mills Act historical property contract will help the property owner mitigate rehabilitation expenditures and adequately maintain the property in the future.
- B. **1315 Waller Street:** The Department recommends APPROVAL of the Mills Act Historical Property Contract as it meets the provisions of Chapter 71 of the Administration Code and the Priority Considerations. The proposed rehabilitation and maintenance work conforms with the *Secretary of Interior's Standards for Rehabilitation*. Granting the Mills Act historical property contract will help the property owner mitigate rehabilitation expenditures and adequately maintain the property in the future.
- C. **59 Potomac Street:** The Department recommends APPROVAL of the Mills Act Historical Property Contract as it meets the provisions of Chapter 71 of the Administration Code and the Priority Considerations. The proposed rehabilitation and maintenance work conforms with the *Secretary of Interior's Standards for Rehabilitation*. Granting the Mills Act historical property contract will help the property owner mitigate rehabilitation expenditures and adequately maintain the property in the future.

Attachments

Attachment A - 450 Pacific Avenue

- Maps and Context Photos
- Draft Resolution
- Draft Mills Act Contract
- Exhibits A & B: Draft Rehabilitation and Maintenance Plan
- Draft Mills Act Valuation provided by the Assessor-Recorder's Office
- Categorical Exemption
- Pre-Approval Inspection Report
- Mills Act Application & Historic Structure Report

Attachment B – 1315 Waller Street

- Maps and Context Photos
- Draft Resolution
- Draft Mills Act Contract
- Exhibits A & B: Draft Rehabilitation and Maintenance Plan
- Draft Mills Act Valuation provided by the Assessor-Recorder's Office
- Categorical Exemption
- Pre-Approval Inspection Report
- Mills Act Application & Historic Structure Report

Attachment C – 59 Potomac Street

- Maps and Context Photos

Draft Resolution
Draft Mills Act Contract
Exhibits A & B: Draft Rehabilitation and Maintenance Plan
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Categorical Exemption
Pre-Approval Inspection Report
Mills Act Application

Attachment D - Departmental Monitoring Report



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



1315 Waller St

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

APN:	1255-80	Lien Date:	7/1/2020
Address:	1315 Waller St	Application Date:	May 1,2020
SF Landmark No.:	2019-006264DES	Application Term:	10 years
Applicant's Name:	Aimko 2015 Trust		
Agt./Tax Rep./Atty:	0.00	Last Sale Date:	Oct 21,2016
Fee Appraisal Provided:	No	Last Sale Price:	\$2,625,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,949,649	Land	\$995,005	Land	\$2,400,000
Imps.	\$1,442,703	Imps.	\$663,337	Imps.	\$1,600,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
Total	\$3,392,672	Total	\$1,658,342	Total	\$ 4,000,000

Property Description

Property Type:	Single Family	Year Built:	1900/2018	Neighborhood:	Haight Ashbury
Type of Use:	Single Family	(Total) Rentable Area:	3,164	Land Area:	2,495
Owner-Occupied:	Yes	Stories:	3	Zoning:	RH3
Unit Types:		Parking Spaces:	1		

Total No. of Units: 0

Special Conditions (Where Applicable)

Conclusions and Recommendations

	Per Unit	Per SF	Total
Factored Base Year Roll	\$3,392,672	\$1,072	\$ 3,392,672
Income Approach - Direct Capitalization	\$1,658,342	\$524	\$ 1,658,342
Sales Comparison Approach	\$4,000,000	\$1,264	\$ 4,000,000
Recommended Value Estimate	\$ 1,658,342	\$ 524	\$ 1,658,342

Appraiser: Larry Chan

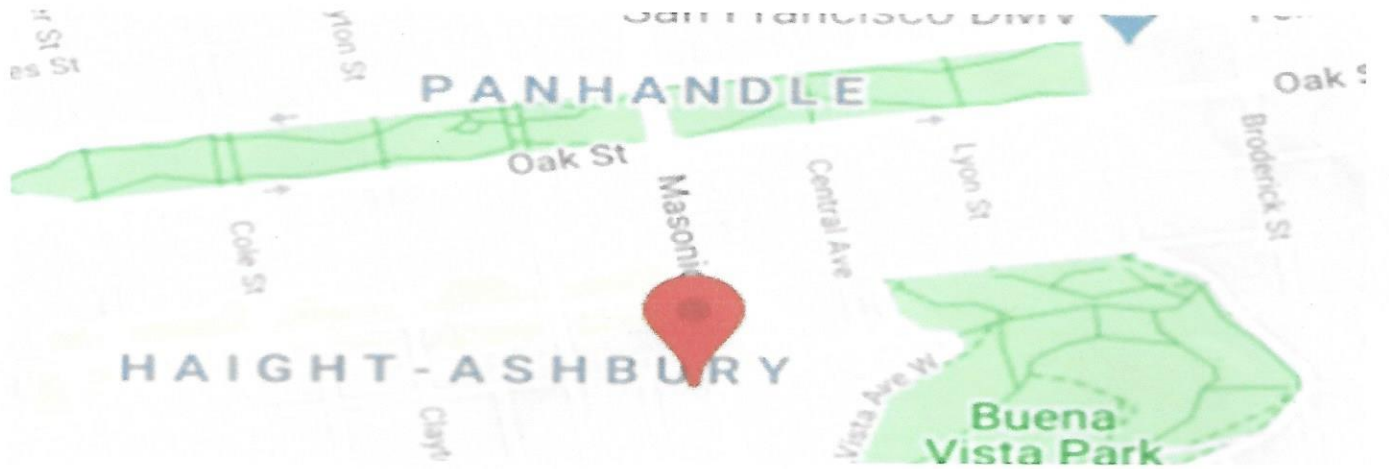
Principal Appraiser: Robert Spencer

Hearing Date:

SUBJECT PHOTOGRAPHS AND LOCATOR MAP

Address: 1315 Waller St

APN: 1255-80



Four Seasons Houses

Tourist Attraction in San Francisco
Open 24 hours

GET DIRECTIONS



UPDATES



Posted on Jul 16, 2020
Local photographer Yoki Lin (www.facebook.com/YokiLin) has a great post and photos about the Four Seasons victorians on Waller St.



Posted on Jun 14, 2020
Four Seasons Victorians featured at Legoland California

SFGATE

LOCAL

Forget the famous Painted Ladies, mee SF's 'Four Seasons' Victorians

Posted on Jun 14, 2020
June 14, 2020 - Article about the Four Seasons Victorians on SFGate!

LEARN MORE

TESTIMONIALS

★★★★★ a year ago

"Splendid Victorian houses colored to a seasons theme."

- Norman R

★★★★★ 9 months ago

"Attention to detail can be seen everywhere. Pictures don't do justice! Have to see them in person"

- HARLEN L

★★★★★ 11 months ago

"Beautiful ornate detailed paint work."

- Rick M

WRITE A REVIEW

READ MORE

INCOME APPROACH
Address: 1315 Waller St
Lien Date: 7/1/2020

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$15,820	x	12	\$189,840
Less: Vacancy & Collection Loss			2%	(\$3,797)
Effective Gross Income				\$186,043
Less: Anticipated Operating Expenses (Pre-Property Tax)*			10%	(\$18,604)
Net Operating Income (Pre-Property Tax)				\$167,439

Restricted Capitalization Rate

2020 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			4.0000%	
2019 property tax rate **			1.1801%	
Amortization rate for improvements only				
Remaining economic life (Years)	60	0.0167	0.6667%	
Improvements constitute % of total property value	40%			10.0968%

RESTRICTED VALUE ESTIMATE**\$1,658,342****Notes:**

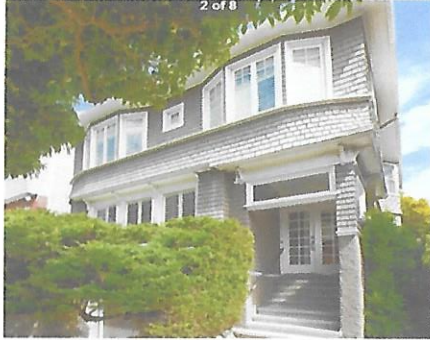
* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.

** The 2020 property tax rate will be determined in September 2020.

Rent Comparables

Address: 1315 Waller St
Lien Date: 7/1/2020

Rental Comp #1



Listing Agent: Sotheby's
Address: 52 Jordan Ave
Cross Streets: California
SF: 2,800
Layout: 4 bed 3.5 ba 2 car parking
Monthly Rent \$14,000
Rent/Foot/Mo \$5.00
Annual Rent/Foot: \$60.00

Rental Comp #2



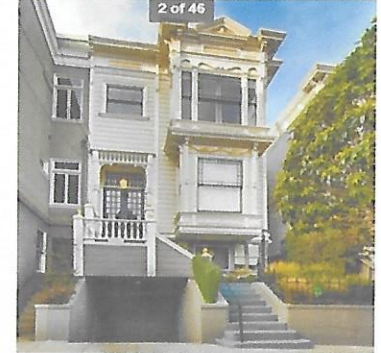
Compass
Address: 26 Hodges Alley
City: Vallejo
SF: 2,000
Layout: 3 bed 3 ba 1 parking
Monthly Rent \$11,500
Rent/Foot/Mo \$5.75
Annual Rent/Foot: \$69.00

Rental Comp #3



Craigslist
Address: 253 Collingwood
Cross Streets: Stanyan St
SF: 4,015
Layout: 4 bed 4 ba 1 car parking
Monthly Rent \$19,995
Rent/Foot/Mo \$4.98
Annual Rent/Foot: \$59.76




Rental Comp #4



Compass
Address: 2904 Jackson
Cross Streets: Broderick
SF: 2,820
Layout: 3 bed 3 ba 1 car parking
Monthly Rent \$13,500
Rent/Foot/Mo \$4.79
Annual Rent/Foot: \$57.45

Adding \$1/sq ft due to special building (Four Seasons Building)

SALES COMPARISON APPROACH

	Subject	Sale 1	Sale 2	Sale 3			
APN	1255-80	1219-4	1253-34	1279-38			
							
Address	1315 Waller St	235 Broderick St	164 Belvedere St	1135 Clayton St			
		\$3,800,000	\$5,300,000	\$4,000,000			
	Description	Description	Adjust.	Description	Adjust.		
Date of Valuation/Sale	07/01/20	07/02/20		7/13/2020			
Neighborhood	Haight Ashbury	Haight Ashbury		Haight Ashbury			
Proximity to Subject		5 blocks		3 blocks	6 blocks		
Lot Size	2,495	2,500		3,044	3,371		
View	0	Panoramic	(\$100,000)	City	(\$50,000)		
Year Blt/Year Renovated	1900/2018	1900/2010		1900	1939/2004		
Condition	Good	Good		Good	Good		
Construction Quality	Good	Good		Good	Good		
Gross Living Area	3,810	4,049	(\$72,000)	4,133	(\$96,000)	3,697	\$33,000
Total Rooms	12	12		10	9		
Bedrooms	6	6		5	5		
Bathrooms	4.5	5	(\$12,500)	5	(\$12,500)	3.5	\$25,000
Stories	3	3		3	3		
Parking	1	3	(\$200,000)	2	(\$100,000)	2	(\$100,000)
Net Adjustments			(\$384,500)		(\$258,500)		(\$42,000)
Indicated Value			\$3,415,500		\$5,041,500		\$3,958,000
Adjust. \$ Per Sq. Ft.			\$844		\$1,220		\$1,071

VALUE RANGE: 3,415,500 - 5,041,500

VALUE CONCLUSION: \$4,000,000

REMARKS: Used \$300 sq ft for GLA adjustments, \$25000 for Bath, \$100,000 for Parking, \$50,000 to 100,000 for View



CEQA CATEGORICAL EXEMPTION DETERMINATION

Property Information/Project Description

Project Address 1315 Waller Street	Block/Lot(s) 1255/080
Case No. 2020-004811MLS	Permit No. N/A
<input checked="" type="checkbox"/> Addition Alteration <input type="checkbox"/> Demolition (requires HRE for Category B Building) <input type="checkbox"/> New Construction	
Project Description	
Mills Act Historical Property Contract	

STEP 1: Exemption Class

<input checked="" type="checkbox"/> Class 1 - Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft.
<input type="checkbox"/> Class 3 - New Construction. Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/> Class 32 - In-Fill Development. New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below: <ol style="list-style-type: none"> The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses. The project site has no value as habitat for endangered rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services. <p>FOR ENVIRONMENTAL PLANNING USE ONLY</p>
<input type="checkbox"/> Class _____

STEP 2: CEQA Impacts

To Be Completed By Project Planner

If any box is checked below, an *Environmental Evaluation Application* is required.

- Air Quality:** Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks, etc.)? *(refer to EP_ArcMap > CEQA Catex Determination Layers > Air Pollution Exposure Zone)*
- Hazardous Materials:** If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance – or a change of use from industrial to residential? If yes, this box must be checked and the project applicant must .
Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the Maher program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap > Maher layer).
- Transportation:** Does the project involve a child care facility or school with 30 or more students, or a location 1,500 square feet or greater? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
- Archeological Resources:** Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non-archeological sensitive area? *(refer to EP_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area)*
- Subdivision/Lot Line Adjustment:** Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? *(refer to EP_ArcMap > CEQA Catex Determination Layers > Topography)*
- Slope = or > 25%:** Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 5,000 cubic yards or more of soil, (3) new construction? *(refer to EP_ArcMap > CEQA Catex Determination Layers > Topography)* **If box is checked, a geotechnical report is required and Environmental Planning must issue the exemption.**
- Seismic: Landslide Zone:** Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 5,000 cubic yards or more of soil, (3) new construction? *(refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones)* **If box is checked, a geotechnical report is required.**
- Seismic: Liquefaction Zone:** Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 5,000 cubic yards or more of soil, (3) new construction? *(refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones)* **If box is checked, a geotechnical report will likely be required.**

Comments and Planner Signature (optional):

STEP 3: Property Status - Historic Resource

To Be Completed By Project Planner

PROPERTY IS ONE OF THE FOLLOWING: (refer to Parcel Information Map)	
<input checked="" type="checkbox"/>	Category A: Known Historical Resource. GO TO STEP 5.
<input type="checkbox"/>	Category B: Potential Historical Resource (over 45 years of age). GO TO STEP 4.
<input type="checkbox"/>	Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age). GO TO STEP 6.

STEP 4: Proposed Work Checklist

To Be Completed By Project Planner

Check all that apply to the project.	
<input type="checkbox"/>	1. Change of use and new construction. Tenant improvements not included.
<input checked="" type="checkbox"/>	2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
<input checked="" type="checkbox"/>	3. Window replacement that meets the Department’s <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input type="checkbox"/>	Project is not listed. GO TO STEP 5.
<input type="checkbox"/>	Project does not conform to the scopes of work. GO TO STEP 5.
<input type="checkbox"/>	Project involves four or more work descriptions. GO TO STEP 5.
<input type="checkbox"/>	Project involves less than four work descriptions. GO TO STEP 6.

STEP 5: CEQA Impacts - Advanced Historical Review

To Be Completed By Project Planner

Check all that apply to the project.			
<input type="checkbox"/>	1. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.		
<input type="checkbox"/>	2. Interior alterations to publicly accessible spaces.		
<input type="checkbox"/>	3. Window replacement of original/historic windows that are not “in-kind” but are consistent with existing historic character.		
<input type="checkbox"/>	4. Façade/storefront alterations that do not remove, alter, or obscure character-defining features.		
<input type="checkbox"/>	5. Raising the building in a manner that does not remove, alter, or obscure character-defining features.		
<input checked="" type="checkbox"/>	6. Restoration based upon documented evidence of a building’s historic condition, such as historic photographs, plans, physical evidence, or similar buildings.		
<input type="checkbox"/>	7. Addition(s) , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior’s Standards for Rehabilitation</i> .		
<input checked="" type="checkbox"/>	8. Other work consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties (specify or add comments):		
<input type="checkbox"/>	9. Other work that would not materially impair a historic district (specify or add comments):		
(Requires approval by Senior Preservation Planner/Preservation Coordinator)			
<input type="checkbox"/>	10. Reclassification of property status. (Requires approval by Senior Preservation Planner/Preservation		
<input type="checkbox"/>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Reclassify to Category A a. Per HRER dated b. Other (specify): </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Reclassify to Category C (attach HRER) </td> </tr> </table>	Reclassify to Category A a. Per HRER dated b. Other (specify):	<input type="checkbox"/> Reclassify to Category C (attach HRER)
Reclassify to Category A a. Per HRER dated b. Other (specify):	<input type="checkbox"/> Reclassify to Category C (attach HRER)		
Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.			
<input checked="" type="checkbox"/>	Project can proceed with categorical exemption review. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. GO TO STEP 6.		
Comments (optional):			
Preservation Planner Signature: <i>Michelle Taylor</i> September 25, 2020			

STEP 6: Categorical Exemption Determination

To Be Completed By Project Planner

No further environmental review is required. The project is categorically exempt under CEQA. There are no unusual circumstances that would result in a reasonable possibility of a significant effect.

Project Approval Action:
Board of Supervisors Approval

If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.

Signature:

Michelle Taylor

September 25, 2020

Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.

In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action. Please note that other approval actions may be required for the project. Please contact the assigned planner for these approvals.



SAN FRANCISCO PLANNING DEPARTMENT

PRE-APPROVAL INSPECTION REPORT

Report Date: June 2, 2020
Inspection Date: May 20, 2019; 11:00am¹
Filing Date: May 1, 2020
Case No: 2020-004811MLS
Project Address: **1315 Waller Street**
Block/Lot: 1255/080
Eligibility Concurrent Application for Local Landmark Designation
2019-006264DES
Zoning: RH-3 – Residential-House, Three-Family
Height & Bulk: 40-X
Supervisor District: District 5 (Dean Preston)
Project Sponsor: Aimee Leifer and Tjarko Leifer
Address: 1315 Waller Street
San Francisco, CA 9411
415-730-9300
aimeeleifer@gmail.com
Staff Contact: Michelle Taylor – (415) 575-9197
michelle.taylor@sfgov.org
Reviewed By: Elizabeth Gordon-Jonckheer
elizabeth.gordon-jonckheer@sfgov.org

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PRE-INSPECTION

- Application fee paid
- Record of calls or e-mails to applicant to schedule pre-contract inspection

5/13/2019: Email applicant to schedule site visit.

5/15/2019: Email applicant to reschedule site visit for an earlier date.

¹A site inspection was conducted as part of the 2019 Mills Act cycle. Due to the stay at home order, staff did not conduct a site visit this year as there is no substantial change to the proposed Rehabilitation and Maintenance Plan.

INSPECTION OVERVIEW

Date and time of inspection: Monday, May 20, 2019, 11:00am

Parties present: Michelle Taylor, Aimee Leifer

- Provide applicant with business cards
- Inform applicant of contract cancellation policy
- Inform applicant of monitoring process

Inspect property. If multi-family or commercial building, inspection included a:

- Thorough sample of units/spaces
- Representative
- Limited
- Review any recently completed and in progress work to confirm compliance with Contract.
- Review areas of proposed work to ensure compliance with Contract.
- Review proposed maintenance work to ensure compliance with Contract.
- Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. **n/a**

Yes No Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:

Yes No Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below

Yes No Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted:

The subject property is currently valued by the Assessor's Office at over \$3,000,000; therefore, an exemption from the tax assessment value is required. The subject property meets exemption criteria 1. It represents an exceptional example of an architectural style. The subject property does not meet exemption criteria 2. A Historic Structure Report prepared for the property does not demonstrate that it is in danger of demolition, deterioration, or abandonment; the building is fully occupied and in good condition.

Yes No Does the property meet the priority considerations including necessity, investment, distinctiveness, recently designated city landmark or legacy business? Notes:

Staff has performed an initial review of the application and determined that the subject property appears to meet three of the five Priority Considerations: Distinctiveness, Recently Designated Landmark, and Investment. The subject property represents a distinctive and well-preserved example of the Queen Anne style architecture. Additionally, the property owner is in the process of listing the property on the National Register of Historic Places. Furthermore, the property owner will be investing additional money towards the rehabilitation other than for routine maintenance. The subject property does not meet the Necessity and Legacy Business criteria. In 2018, the property underwent a full interior remodel and seismic strengthening and the building is in good condition; the cost of the completed work was approximately \$1,000,000.00. A Legacy Business is not located at the subject property.

Yes No Conditions for approval? If yes, see below.

At the preliminary inspection visit in 2019 and during the review of the 2020 Mills Act application, Planning Department staff advised the applicant to supplement the application with cost estimates for proposed rehabilitation scope items.

NOTES

1315 Waller Street (District 5) is located on the south side of Waller Street between Delmar Street and Masonic Avenue, Assessor's Block 1255 Lot 080. The subject property is located within the RH-3 (Residential House, Three Family) zoning district and 40-X Height and Bulk district. The subject building is a two-and-half-story plus basement, wood-frame, single-family dwelling designed in the Queen Anne style by local shipbuilder John A. Whelan in 1896. 1315 Waller, or "Winter" as it also known, is one in a row of four homes referred to as the "Four Seasons" for their associated ornamental detailing. The subject property is not formally listed on a local, state or national register of historic places; however, the applicant is concurrently applying to be listed on the National Register of Historical Places.

The subject property is currently valued by the Assessor's Office at over \$3,000,000; therefore, an exemption from the tax assessment value is required.

The applicant has prepared a Rehabilitation plan that proposes to restore the front entry marble steps and iron handrail, restore missing front entry landing, restore or replace windows, replace roof, and fully repaint and repair all elevations. In 2018, the applicant had replaced the building foundation, added shear walls and structural steel beams. The estimated cost of the proposed rehabilitation work is estimated to cost \$467,000.00

The maintenance plan proposes to inspect and make any necessary repairs to the siding, windows, doors, and roof on an annual basis. The estimated cost of maintenance work is estimated to cost approximately \$8,400.00 annually.

PHOTOGRAPHS



1315 Waller Street Front Façade (above) and detail (below)





October 14, 2020

Ms. Angela Calvillo, Clerk
Honorable Supervisor Gordon Mar
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: Transmittal of Planning Department Case Numbers:
2020-004819MLS; 2020-004811MLS; 2020-004685MLS

Three Individual Mills Act Contract Applications for the following addresses:
450 Pacific Avenue; 1315 Waller Street; 59 Potomac Street

Board File No. _____ (pending)

Historic Planning Commission Recommendation: Approval

Dear Ms. Calvillo and Supervisor Mar,

On October 7, 2020, the Historic Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Mills Act Contract Applications. At the hearing the Historic Planning Commission recommended 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, 2020. 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.

The Mills Act Historical Property Contract is time sensitive. Contracts must be recorded with the Assessor-Recorder by December 30, 2020 to become effective in 2021. We respectfully request these items be introduced at the next available hearing date. Your prompt attention to this matter is appreciated.

Please find attached documents relating to the actions of the Commission. 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: Andrea Ruiz-Esquide, City Attorney's Office
John Carroll, Office of the Clerk of the Board
Daisy Quan, Aide to Supervisor Mar

Attachments :

Mills Act Contract Case Report, dated October 7, 2020
Assessor Valuation Table

450 Pacific Avenue

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Categorical Exemption
Mills Act Application

1315 Waller Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Categorical Exemption
Mills Act Application

59 Potomac Avenue

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Categorical Exemption
Mills Act Application