

File No. 191065

Committee Item No. 3

Board Item No. 17

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: Nov. 21, 2019

Board of Supervisors Meeting:

Date: Dec. 10, 2019

Cmte Board

- | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input 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 checked="" type="checkbox"/> | DRAFT Mills Act Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Mills Act Application Docs |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Presentation – November 21, 2019</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Case Report – October 2, 2019</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>HPC Reso No. 1091 – October 2, 2019</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Assessor's Mills Act Valuation</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Assessor's Updated Estimated Tax Savings Chart</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Transmittal Letter – October 15, 2019</u> |

Prepared by: John Carroll

Date: Nov. 15, 2019

Prepared by: John Carroll

Date: Nov. 21, 2019

1 [Mills Act Historical Property Contract - 1401 Howard Street]

2
3 **Resolution approving an historical property contract between 1401 Howard LLC, the**
4 **owner of 1401 Howard 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, Sections 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. 191065, 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, 1401 Howard Street is designated as Article 10 individual Landmark
24 Number 120 and is listed on the National Register of Historic Places and thus qualifies as an
25 historical property as defined in Administrative Code, Section 71.2; and

1 WHEREAS, A Mills Act application for an historical property contract has been
2 submitted by 1401 Howard LLC, the owner of 1401 Howard Street, detailing rehabilitation
3 work and proposing a maintenance plan for the property; and

4 WHEREAS, As required by Administrative Code, Section 71.4(a), the application for
5 the historical property contract for 1401 Howard Street was reviewed by the Assessor's Office
6 and the Historic Preservation Commission; and

7 WHEREAS, The Assessor-Recorder has reviewed the historical property contract and
8 has provided the Board of Supervisors with an estimate of the property tax calculations and
9 the difference in property tax assessments under the different valuation methods permitted by
10 the Mills Act in its report transmitted to the Board of Supervisors on October 15, 2019, which
11 report is on file with the Clerk of the Board of Supervisors in File No. 191065 and is hereby
12 declared to be a part of this Resolution as if set forth fully herein; and

13 WHEREAS, The Historic Preservation Commission recommended approval of the
14 historical property contract in its Resolution No. 1091, including approval of the Rehabilitation
15 Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of
16 the Board of Supervisors in File No. 191065 and is hereby declared to be a part of this
17 Resolution as if set forth fully herein; and

18 WHEREAS, The draft historical property contract between 1401 Howard LLC, the
19 owner of 1401 Howard Street, and the City and County of San Francisco is on file with the
20 Clerk of the Board of Supervisors in File No. 191065 and is hereby declared to be a part of
21 this Resolution as if set forth fully herein; and

22 WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to
23 Administrative Code, Section 71.4(d), to review the Historic Preservation Commission's
24 recommendation and the information provided by the Assessor's Office in order to determine
25 whether the City should execute the historical property contract for 1401 Howard Street; and

1 WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the
2 owner of 1401 Howard Street with the cost to the City of providing the property tax reductions
3 authorized by the Mills Act, as well as the historical value of 1401 Howard Street and the
4 resultant property tax reductions, and has determined that it is in the public interest to enter
5 into a historical property contract with the applicants; now, therefore, be it

6 RESOLVED, That the Board of Supervisors hereby approves the historical property
7 contract between 1401 Howard LLC, the owner of 1401 Howard Street, and the City and
8 County of San Francisco; and, be it

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

2019 Mills Act Contracts

Government Audit and Oversight Committee Review

November 21, 2019



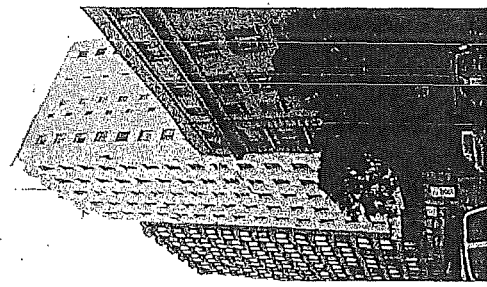
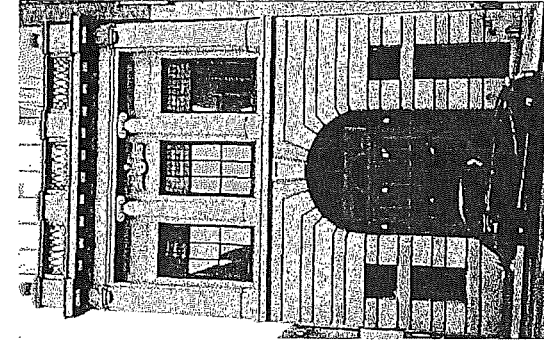
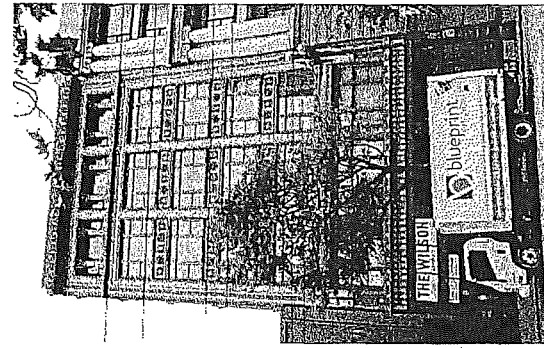
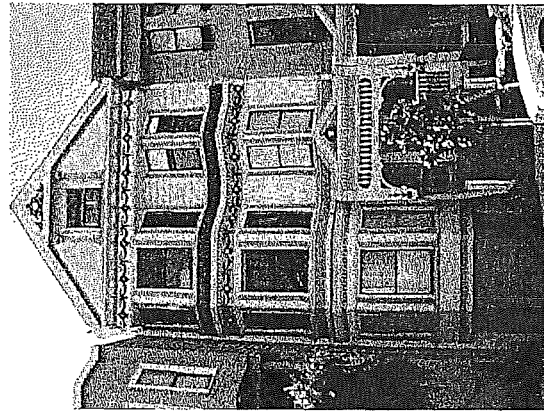
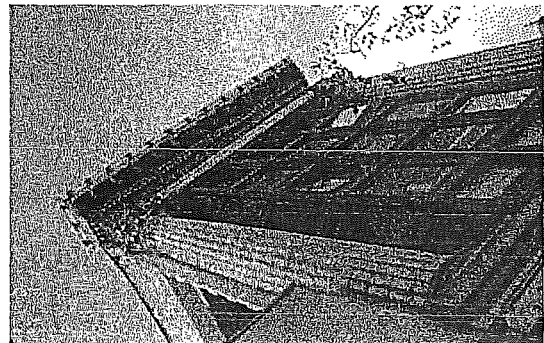
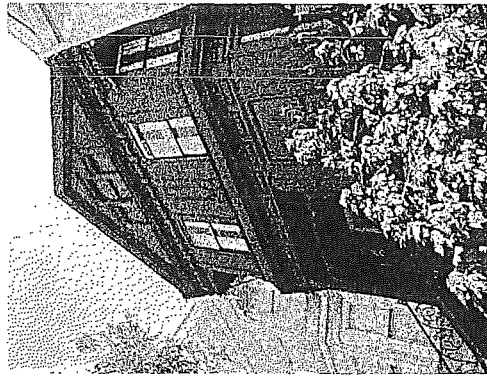
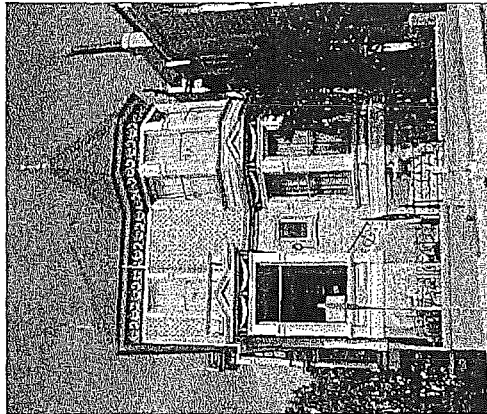
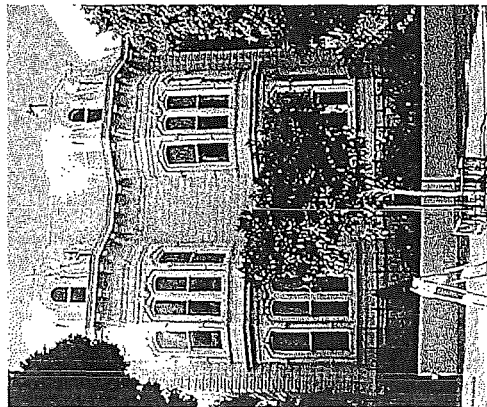
SAN FRANCISCO
PLANNING DEPARTMENT

What is the Mills Act?

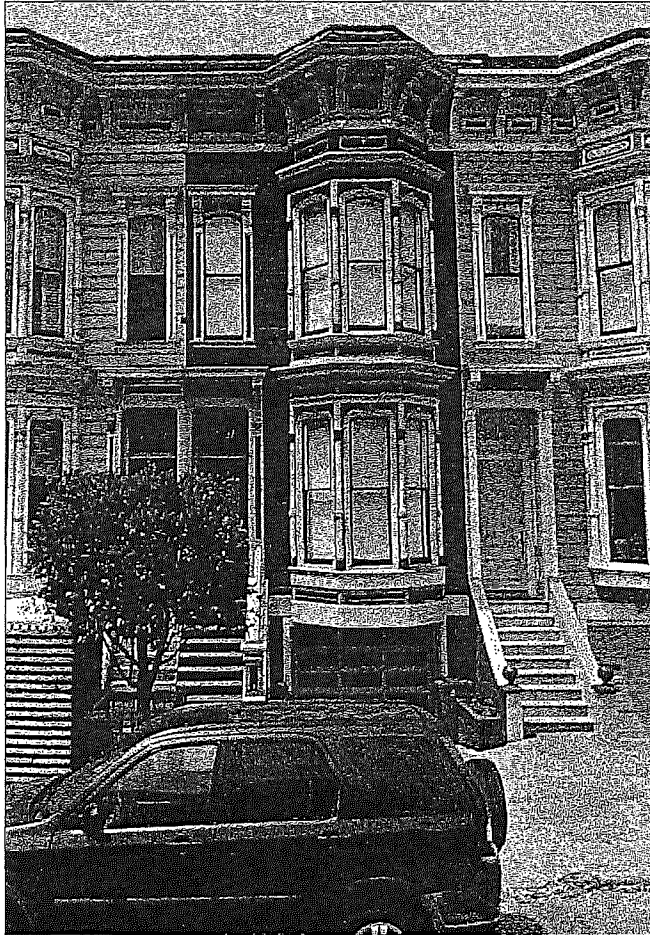
- California's leading financial incentive program for historic preservation since 1972.
- Contract between the City and property owner that allows for a potential reduction in property taxes.
- Tax savings will be used to offset cost of rehabilitation, restoration, and maintenance work in conformance with the Secretary's Standards.
- Only local financial incentive program for restoring, rehabilitating, and maintaining eligible properties to promote appreciation of the City's architecture, history, and culture.



Active Mills Act Contracts



2251 Webster Street (built c. 1900)
Contributor to Webster Street Historic District
District 2



- Estimated Property Tax Savings of \$14,184 (a 66.37%% reduction from factored base year value)
- Rehabilitation work is estimated to cost \$113,610 over ten years
- Maintenance work is estimated to cost \$2,880 annually

1246



1401 Howard Street (built 1913)
Landmark No. 120, Saint Joseph's Church
District 6



- Estimated Property Tax Savings of \$66,974 (a 31.20% reduction from factored base year value)
- Rehabilitation work is estimated to cost \$291,065 over ten years
- Maintenance work is estimated to cost \$31,040 annually

1247



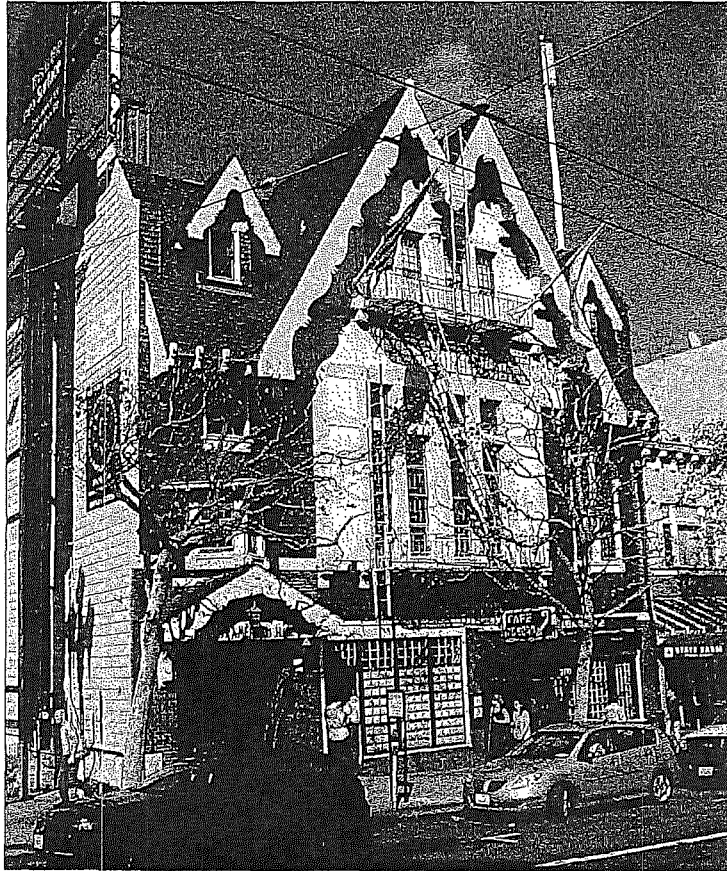
64 Potomac Street (built 1899)
Duboce Park Historic District
District 8



- Estimated Property Tax Savings of \$22,679 (a 76.47% reduction from factored base year value)
- Rehabilitation work is estimated to cost \$126,035 over ten years
- Maintenance work is estimated to cost \$4,000 annually



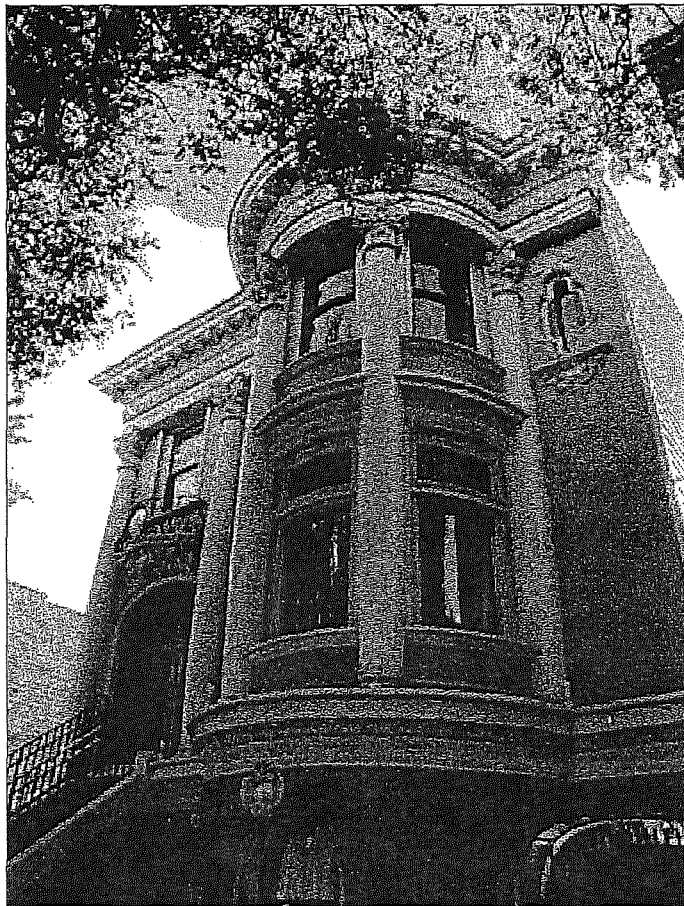
2168 Market Street (built 1907)
Landmark No. 267, Swedish American Hall Building
District 8



- Estimated Property Tax Savings of \$0 (a 0.00% reduction from factored base year value)
- Rehabilitation work is estimated to cost \$95,160 over ten years
- Maintenance work is estimated to cost \$7,500 annually



2731-2735 Folsom Street (built 1900)
Landmark No. 276, Gaughran House



- Estimated Property Tax Savings of \$35,495 (a 49.46% reduction from factored base year value)
- Rehabilitation work is estimated to cost \$305,573 over ten years
- Maintenance work is estimated to cost \$5,148 annually



Recording Requested by, and
when recorded, send notice to:
Michelle Taylor
1650 Mission Street, Suite 400
San Francisco, CA 94103-2414

**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 1401 Howard, LLC ("Owner").

RECITALS

Owner is the owner of the property located at 1401 Howard Street, in San Francisco, California (Block 3517, Lot 035). The building located at 1401 Howard Street is designated as individual landmark No. 120 pursuant to Article 10 of the Planning Code, 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.

Owner desires to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owner's application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost two hundred ninety-one thousand and sixty-five dollars (\$291,065.00) (See Rehabilitation Plan, Exhibit A.) Owner's application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately thirty-one thousand and forty dollars (\$31,040.00) 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 Owner 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.

Owner desires 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 Owner 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. Owner 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 Owner 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 Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner 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. Owner 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, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner 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), Owner 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 Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner 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 Owner may mutually agree to terminate this Agreement. Upon such termination, Owner 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 Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owner shall secure adequate property insurance to meet Owner's 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, Owner 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 Owner's compliance with this Agreement. Throughout the duration of this Agreement, Owner 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 Owner 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 Owner 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 Owner 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 Owner. Upon receipt by the Owner of a notice of nonrenewal from the City, Owner 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 Owner 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, Owner shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owner 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) Owner's failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

(b) Owner's failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

(c) Owner's failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;

- (d) Owner's failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owner's failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owner's failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
- (g) Owner's 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 Owner has 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 Owner 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, Owner 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 Owner 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 Owner has breached this Agreement, the City shall give the Owner written notice by registered or certified mail setting forth the grounds for the breach. If the Owner 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 Owner set forth in this Agreement. The City does not waive any claim of default by the Owner if it does not enforce or cancel this Agreement.

15. Indemnification. The Owner 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 Owner, their Agents or Invitees; (c) the condition of the Historic Property; (d)

any construction or other work undertaken by Owner on the Historic Property; or (e) any claims by unit or interval Owner 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 Owner's obligation to indemnify City, Owner 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 Owner by City, and continues at all times thereafter. The Owner's 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 Owner. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owner who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owner 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 Owner 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 Owner signs as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owner 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 Owner has 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: _____
John Rahaim, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

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

OWNER(S)

By: _____ DATE: _____
Christopher Foley, 1401 Howard Street, LLC, Owner

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

REHABILITATION / RESTORATION & MAINTENANCE PLAN (CONTINUED/
ATTACHMENT)

Exhibit A. Rehabilitation/Restoration Plan

Scope: #1			
Building Feature: Exterior Gates, Curbs, Fence, Piers, Granite Steps			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$25,000.00 Source SOV #2920			
Description of work: Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps			
<ul style="list-style-type: none"> ▪ The direction of the swing of all gates was reversed in the direction of egress. The gates were prepared, primed, and painted, and latch and lock sets were provided. At the two existing double gateways, the existing gates were reinstalled on new freestanding supports similar to the existing. The original hinges were retained at the original piers. The displaced sections of the piers were reset in the original locations and grouted. The cement plaster parge was repaired as required to match the original. ▪ The iron fence was prepared, primed, and painted. The gaps and voids were filled with mortar at the base and pier attachments. Where the fence is set into the curb and is corroded, the metal was repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb. ▪ The cement plaster parge on the piers was cleaned and graffiti was removed or painted over. The cement plaster parge was repaired to match the existing adjacent color and texture as required. ▪ Existing joints were raked out and the granite steps were cleared of debris. Joints were repaired with mortar. Algae, moss, and other biological growth was removed. Soil and paint spatters were removed. New code-required bronze handrails were installed. 			

Scope: #2			
Building Feature: Exterior Paint and Stucco Repair			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026			
Total Cost: \$146,950. Source SOV #9900 (half), \$293850/2=\$146,950.			
Description of work: Façade Restoration and Full Repainting			
<ul style="list-style-type: none"> ▪ The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator. ▪ Staining and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent. ▪ Areas of significant hairline cracking were repaired based on analysis to determine the root cause of the condition. Investigation included testing for underlying detachment of the stucco layer, moisture intrusion, structural movement, or other causes. ▪ Climbing vegetation such as ivy was removed. ▪ Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance. ▪ The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed. ▪ Unsound paint was removed and coated with a new breathable paint coating. 			

Scope: #3			
Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$424,323. Source SOV #7600 = \$434,323			
Description of work: Repair and Restoration of Exterior Sheet Metal Elements			
<ul style="list-style-type: none"> ▪ Peeling or blistering paint was scraped or sanded. ▪ Corrosion was removed with hand scrapers or a wire brush. ▪ For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size: <ol style="list-style-type: none"> 1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile, 2. The corroded area was cut out of existing sheet metal, a new piece was braze-welded and the joint was ground flat; or 3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes. ▪ All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint. ▪ Missing elements were replaced to maintain visual consistency. 			

Scope: #4			
Building Feature: Exterior Wood-sash Windows and Steel Tracery			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$366,443. Source SOV #6150 and # 8050 for \$96,867 and \$269,576 = 366,443			
Description of Work: Repair, Restoration and Replacement of Windows			
<ul style="list-style-type: none"> ▪ A detailed conditions assessment of windows at St. Joseph's Church was conducted to determine the extent of deterioration and appropriate treatments at each window. This included careful inspection and documentation of each window frame and its conditions, and other non-invasive diagnostic tests. ▪ Repair of the window frames attempted to retain as much original material as possible, while providing adequate moisture protection for the building, and included paint removal, splicing of new wood elements in areas of severe deterioration, and replacement of all glazing compound. ▪ The wood frames were prepared and painted, all the existing ribbed glass that could be preserved was reused. Ribbed glass that matched the original was installed in selected locations. 			

Scope: #5			
Building Feature: Exterior Stained Glass Windows			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$81,260.00 Source SOV #8070			
Description of work: Repair and Restoration of Stained Glass Windows			
<ul style="list-style-type: none"> ▪ Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass. ▪ The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted. ▪ The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor. 			

Scope: #6			
Building Feature: Exterior Skylight			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$39,010.00 Source SOV #8080			
Description of work: Repair and Restoration of Exterior Skylight			
<ul style="list-style-type: none"> ▪ The steel skylight remained in place and was repaired and cleaned. ▪ New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work. 			

Scope: #7			
Building Feature: Interior Structural Steel for Seismic			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$571,841 Source SOV 8 items #5050, 5070 and 5120			
Description of work: Seismic Strengthening			
<ul style="list-style-type: none"> ▪ Steel was fabricated and installed for seismic strengthening. 			

Scope: #8			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$1,350,577.00 Source SOV #9050 , \$1,350,577.			
Description of work: Repair and Restoration of Interior Decorative Plaster			
<ul style="list-style-type: none"> ▪ Detached or cracked plaster elements were repaired, if in otherwise sound condition, with an injected epoxy or gypsum-based grout. Testing was conducted to determine the most effective adhesive. ▪ Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted. ▪ Further testing of the plaster was conducted to determine the extent of deterioration. This determined the treatment method: patching and reshaping damaged elements when possible, or replacement in kind. 			

Scope: #9			
Building Feature: Interior Woodwork, Doors and Finish Hardware			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$269,000.00 Source SOV #8200			
Description of work: Repair and Restoration of Interior Woodwork, Doors and Finish Hardware			
<ul style="list-style-type: none"> ▪ Soiling was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling. ▪ Blistered varnish was treated with the gentlest means possible in order to preserve the existing finish. Treatments included lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac. ▪ White stains were tested to determine the cause Paint and guano were removed mechanically with a scraper so as not to damage the existing wood finish. ▪ Where required by the level of damage, select areas of woodwork were refinished to match the original. 			

- Wood was replaced where missing to match the original.
- At exterior doors, deteriorated wood was repaired with wood Dutchman and matched the original species, grade, grain, and profile. The exterior surface was prepped and painted. The interior was cleaned and touched up or refinished to match the original stain or clear coat.
- Door hardware was replaced or repaired to match existing and to meet current code.

Scope: # 10			
Building Feature: Interior Marble Wainscoting and Tiles			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$5,000.00 Source From KFI (3/28/19 email)			
Description of work: Restoration of Interior Marble			
<ul style="list-style-type: none"> ▪ Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed in the vestibule without causing damage to underlying marble, which was cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible. ▪ The marble floors were polished to restore luster 			

Scope: # 11			
Building Feature: Interior Nave Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$207,357 Source (4 items) SOV #2050, #2250, #2300 and KFI, \$30,000 \$7,500 \$79,847 \$45,410 and \$44,600			
Description of work:			
<ul style="list-style-type: none"> ▪ The existing (non historic) slab was removed ▪ Soil was excavated and the surrounding soil was underpinned. ▪ New foundations, with piers and grade beams were installed ▪ New stage over the grade beams was installed in the apse. 			

Scope: # 12			
Building Feature: Interior Tower Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$573,000.00 Source SOV #2450 and #2460 and KFI			
Description of work:			
<ul style="list-style-type: none"> ▪ The concrete sloped floor was replaced with a new flat structural concrete slab. ▪ New micropile foundations were installed in the towers. ▪ The top 10 feet of the micro piles were cased in concrete. ▪ Tower walls reinforced in concrete and covered in plaster. 			

Scope: # 13			
Building Feature: Exterior Lighting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			

Total Cost: \$92,625.00 Source SOV #16080
Description of work: <ul style="list-style-type: none"> ▪ The missing original fixtures on the main entry façade were replicated based on historic documentation. ▪ Building façade lighting was replaced with LED fixtures to save energy.

Scope: # 14
Building Feature: Interior Lighting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$135,281.00 Source SOV #16070
Description of work: Repair, Restoration and Replacement in kind of historic light fixtures: <ul style="list-style-type: none"> ▪ The historic light fixtures were cleaned and relamped. ▪ The missing fixtures in the main sanctuary were replicated.

Scope: # 15
Building Feature: Roof / Built-up Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$28,110.00 Source SOV #7500
Description of work: <ul style="list-style-type: none"> ▪ Existing built-up roofing was removed at the lower roofs. ▪ New built-up roofing was installed over new structural decking.

Scope: # 16
Building Feature: Roof / Slate Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$258,950.00 Source SOV #7300
Description of work: <ul style="list-style-type: none"> ▪ Existing slate roof tile was removed at the main roof and portals, salvaged, and reinstalled to allow access for structural stabilization of the roof structure. ▪ Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing. ▪ New felt underlayment and galvanized flashing was installed.

Scope: # 17
Building Feature: Interior Painting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026
Total Cost: \$146,950.00 Source SOV #9900 (half), \$293850/2=\$146,950
Description of work: <ul style="list-style-type: none"> ▪ Tested bottom layer of paint to find original colors. ▪ Interior plaster was painted, interior wood was refinished, and window mullions were repainted. ▪ Lead paint was abated.

Scope: #18			
Building Feature: Roof / Sheet Metal Dome and Sheet Metal Crosses			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$60,000.00 Source SOV #9950			
Description of work:			
<ul style="list-style-type: none"> ▪ Gold leaf was reapplied to the domes and crosses. 			

Scope: #19			
Building Feature: ADA Upgrades Exterior Ramp			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: 12,000.00 Conversation with contractor			
Description of work:			
<ul style="list-style-type: none"> ▪ Ramp provided at transept. ▪ Auto operator provided at existing door. 			

Scope: #20			
Building Feature: Interior Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input type="checkbox"/> Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$50,000.00 See Source SOV #9900			
Description of work:			
<ul style="list-style-type: none"> ▪ Partial repainting of interior walls. 			

Scope: #21			
Building Feature: Exterior Painting of Cement Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$241,065.00 (Exterior painting costs in 2018 escalated 5%/yr for 8 years)			
<ul style="list-style-type: none"> ▪ Repaint exterior, repair any new cracks. All repair work will be done with compatible materials and in accordance with the Secretary of the Interior's Standards. 			

Exhibit B Maintenance Plan

Scope: #1			
Building Feature: Site, Landscape			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028 and every 10 years thereafter			
Total Cost: \$120,000.00 (\$1,000/month x 12mo x 10 yrs)			
Description of work: Washing of sidewalks and granite entry steps. Granite steps will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will be performed in conformance with the Secretary of the Interior Standards.			

Scope: #2			
Building Feature: Exterior, Stucco			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$40,000 (maintenance of 4,000/yr x 10yrs)			
Description of work: Regular repainting of exterior stucco as needed to address graffiti. Perform visual inspection annually for signs of blistering or peeling paint.			

Scope: #3			
Building Feature: Roof			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$30,000.00 (maintenance of \$3,000 x 10yrs)			
Description of work: Inspect the slate roof for loose or broken tiles and replace as needed. Inspect and repair caulking and flashing. Clear drains, overflow drains and scuppers. Remove birds nests and discourage roosting.			

Scope: #4			
Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$12,000.00 (\$1200 per year)			
Description of work: Perform visual inspection annually for rust, holes and signs of water where it shouldn't be. Clean gutters, replace screens, check down spouts and clean drains. Repair damaged pieces to match existing using appropriate materials and methods. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope: #5			
Building Feature: Exterior Wood-sash Windows and Steel Tracery			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter.			
Total Cost: \$10,000.00 (\$1000 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, check operable windows, window locks and replace any cracked or broken glass in kind. All window repairs will be performed in accordance with the Secretary of the Interior Standards.			

Scope: #6			
Building Feature: Exterior Skylight			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$5,000.00 (\$500 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, condensation problems that might compromise structure of skylight and replace any cracked or broken glass in kind. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope: #7			
Building Feature: Exterior Stained Glass Windows			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Inspect stained glass and replace any cracked or missing pieces with glass that matches original glass in color and texture. Inspect and repair lead comes. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass			

Scope: #8			
Building Feature: Exterior Wood Doors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$7,900.00 (\$790 per year)			
Description of work: The face of the wood doors have extreme exposure to rain and sun. They suffered significant deterioration in the past. They need regular cleaning and regular refinishing. All work will be performed in conformance with the Secretary of the Interior's Standards			

Scope: #9			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and every 10 years thereafter			
Total Cost: \$20,000.00 (\$2000 per year)			
Description of work: The existing plaster was previously damaged when water got into the attic and behind the decorative plaster ceiling. Problems on the surface appeared only after considerable damage was done inside the concealed spaces, therefore there will be visual inspections annually must look inside the attic for signs of water damage and make needed repairs. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster.			

Scope: #10			
Building Feature: Interior Woodwork			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Perform visual inspection annually for damage and repair in the gentlest means possible. All work will be performed in conformance with the Secretary of the Interior's Standards.			

Scope: # 11			
Building Feature: Bell Tower			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$18,500.00 (\$1850 per year)			
Description of work: Annual visual inspection of bell rope and hanging mechanism. Climb the ladders and go into the attic spaces and remove birds and close up any gaps in the screens and louvers.			

Scope: # 12			
Building Feature: Site Drainage			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$11,500 (\$1,500 per year)			
Description of work: Inspect drywells in garden areas and verify site drainage is functioning to remove standing water. Repair if needed if water is not being completely absorbed as intended.			

Scope: # 13			
Building Feature: Interior plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2023 and bi-annually thereafter			
Total Cost: \$80,000			
Description of work; Repaint public spaces and repair plaster work as necessary. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster and No. 21: Repairing Historic Flat Plaster Walls and Ceilings			

Scope: # 14			
Building Feature: Interior Marble Floors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$8,000			
Description of work: Clean and reseal marble floors and wainscot. All marble will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings			

Scope: # 15			
Building Feature: Interior wood floors, wood doors and wood paneling			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$12,000			
Description of work: Conduct a visual inspection and repair as needed to match original. All work will meet the Secretary of the Interior's Standards.			



SAN FRANCISCO PLANNING DEPARTMENT

Mills Act Historical Property Contracts Case Report

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Hearing Date: October 2, 2019
Staff Contact: Michelle Taylor – (415) 575-9197
Michelle Taylor@sfgov.org
Reviewed By: Elizabeth Gordon-Jonckheer – (415) 575-8728
Elizabeth Gordon-Jonckheer@sfgov.org

a. *Filing Date:* May 1, 2019
Case No.: 2019-006323MLS
Project Address: 2251 Webster Street (District 2)
Landmark District: Contributor to the Webster Street Historic District
Zoning: RH-2 (Residential-House, Two-Family District)
Height & Bulk: 40-X
Block/Lot: 0612/001A
Applicant: Sally A. Sadosky Revocable Trust
2251 Webster Street
San Francisco, CA 94115

b. *Filing Date:* May 1, 2019
Case No.: 2019-006384MLS
Project Address: 1401 Howard Street (District 6)
Landmark No.: 120
Zoning: RCD – Regional Commercial District
Height and Bulk: 55/65-X
Block/Lot: 3517/035
Applicant: 1401 Howard LLC
1401 Howard Street
San Francisco, CA 94103

c. *Filing Date:* May 1, 2019
Case No.: 2019-006322MLS
Project Address: 64 Potomac Street (District 8)
Landmark District: Contributor to the Duboce Park Historic District
Zoning: RH-2 (Residential-House, Two-Family District)
Height and Bulk: 40-X
Block/Lot: 0866/014
Applicant: Gustav Lindquist & Caroline Ingeborn
64 Potomac Street
San Francisco, CA 94117

Mill Act Applications
October 2, 2019

2019-006323MLS (2251 Webster Street); 2019-006384MLS (1401 Howard Street); 2019-006323MLS (64 Potomac Street); 2019-005831MLS (2168 Market Street); 2019-006455MLS (2731-2735 Folsom Street);

- d. *Filing Date:* May 1, 2019
Case No.: 2019-005831MLS
Project Address: 2168 Market Street (District 8)
Landmark No.: 267
Zoning: NCT – Upper Market Neighborhood Commercial Transit
Height and Bulk: 40/50-X
Block/Lot: 3542/062
Applicant: Swedish Society of San Francisco
2168 Market Street
San Francisco, CA 94114
- e. *Filing Date:* May 1, 2019
Case No.: 2019-006455MLS
Project Address: 2731-2735 Folsom Street (District 9)
Landmark No.: 276
Zoning: RH-2 – Residential-House, Two-Family
Height and Bulk: 40-X
Block/Lot: 3640/031
Applicant: Adele Feng
2733 Folsom Street
San Francisco, CA 94110

PROPERTY DESCRIPTIONS

- a. 2251 Webster Street: The subject property is located on the west side of Webster Street between Washington and Clay streets, Assessor's Block 0612, Lot 001A. 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 Webster Street Historic District. It is a two-story, plus basement, wood-frame, single-family dwelling designed in the Italianate style and built in circa 1900.
- b. 1401 Howard Street: The subject property is located on the south corner of Howard and 10th Streets, Assessor's Block 3517, Lot 035. The subject property is located within an RCD (Regional Commercial District) zoning district and a 55/65-X Height and Bulk district. The subject property, historically known as St. Joseph's Church, is an Article 10 individual landmark (No. 120), located in the California Register Western SOMA Light Industrial and Residential Historic District, and added to the National Register of Historic Places in 1982. The subject property is a former Catholic church constructed in 1913 and designed in the Romanesque Revival style by architect John J. Foley.
- c. 64 Potomac Street: The subject property is located on the east side of Potomac Street between Waller Street and Duboce Park, Assessor's Block 0866 Lot 014. 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.

- d. 2168 Market Street: The subject property is located on the north side of Market Street between Sanchez and Church streets, Assessor's Block 3542 Lot 062. The subject property is located within an NCT (Upper Market Neighborhood Commercial Transit) zoning district and a 40/50-X Height and Bulk district. The subject property is an Article 10 individual landmark (No. 267). It is a three-story wood-frame commercial building constructed in 1907 and designed by master architect August Noridn.
- e. 2731-2735 Folsom Street: The subject property is located on the west side of Folsom Street between 23rd and 24th streets, Assessor's Block 3640, Lot 031. The subject property is located within the RH-2 (Residential House, Two Family) zoning district and 40-X Height and Bulk district. The subject property is a three-story, wood frame, three-unit residential building with a rectangular plan. The subject property is an Article 10 individual landmark building (No. 276). The subject property was designed in the Beaux-Arts style by architect James Francis Dunn (1874-1921) and constructed in 1900 for James Gaughran.

PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

MILLS ACT REVIEW PROCESS

Once a Mills Act application is received, the matter is referred to the Historic Preservation Commission (HPC) for review. The HPC shall conduct a public hearing on the Mills Act application, historical property contract, and proposed rehabilitation and maintenance plan, and make a recommendation for approval or disapproval to the Board of Supervisors.

The Board of Supervisors will hold a public hearing to review and approve or disapprove the Mills Act application and contract. The Board of Supervisors shall conduct a public hearing to review the Historic Preservation Commission recommendation, information provided by the Assessor's Office, and any other information the Board requires in order to determine whether the City should execute a historical property contract for the subject property.

The Board of Supervisors shall have full discretion to determine whether it is in the public interest to enter into a Mills Act contract and may approve, disapprove, or modify and approve the terms of the contract. Upon approval, the Board of Supervisors shall authorize the Director of Planning and the Assessor-Recorder's Office to execute the historical property contract.

MILLS ACT REVIEW PROCEDURES

The Historic Preservation Commission is requested to review and make recommendations on the following:

- The draft Mills Act Historical Property Contract between the property owner and the City and County of San Francisco.
- The proposed rehabilitation and maintenance plan.

The Historic Preservation Commission may also comment in making a determination as to whether the public benefit gained through restoration, continued maintenance and preservation of the property is sufficient to outweigh the subsequent loss of property taxes to the City.

APPLICABLE PRESERVATION STANDARDS

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 private property owners who will rehabilitate, restore, preserve, and maintain a "qualified historical property." In return, the property owner enjoys a reduction in property taxes for a given period. The property tax reductions must be made 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.

TERM

Mills Act contracts must be made for a minimum term of ten years. The ten-year period is automatically renewed by one year annually to create a rolling ten-year term. One year is added automatically to the initial term of the contract on the anniversary date of the contract, unless notice of nonrenewal is given or the contract is terminated. If the City issues a notice of nonrenewal, then one year will no longer be added to the term of the contract on its anniversary date and the contract will only remain in effect for the remainder of its term. The City must monitor the provisions of the contract until its expiration and may terminate the Mills Act contract at any time if it determines that the owner is not complying with the terms of the contract or the legislation. Termination due to default immediately ends the contract term. Mills Act contracts remain in force when a property is sold.

ELIGIBILITY

San Francisco Administrative Code Chapter 71, Section 71.2, defines a "qualified historic property" as one that is not exempt from property taxation and that is one of the following:

- (a) Individually listed in the National Register of Historic Places;
- (b) Listed as a contributor to an historic district included on the National Register of Historic Places;
- (c) Designated as a City landmark pursuant to San Francisco Planning Code Article 10;
- (d) Designated as contributory to a landmark district designated pursuant to San Francisco Planning Code Article 10; or
- (e) 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.

Mill Act Applications
October 2, 2019

2019-006323MLS (2251 Webster Street); 2019-006384MLS (1401 Howard Street); 2019-006323MLS (64 Potomac Street); 2019-005831MLS (2168 Market Street); 2019-006455MLS (2731-2735 Folsom Street);

All properties that are eligible under the criteria listed above must also meet a tax assessment value to be eligible for a Mills Act Contract. The tax assessment limits are listed below:

Residential Buildings

Eligibility is limited to a property tax assessment value of not more than \$3,000,000.

Commercial, Industrial or Mixed-Use Buildings

Eligibility is limited to a property tax assessment value of not more than \$5,000,000.

Properties may be exempt from the tax assessment values if it meets any one of 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 it meets the exemption criteria, including a historic structure report to substantiate the exceptional circumstances for granting the exemption. The Historic Preservation Commission shall make specific findings in determining whether to recommend to the Board of Supervisors that the valuation exemption should be approved. Final approval of this exemption is under the purview of the Board of Supervisors.

PRIORITY CRITERIA CONSIDERATIONS

Staff reviewed 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.

Mill Act Applications
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2019-006323MLS (2251 Webster Street); 2019-006384MLS (1401 Howard Street); 2019-006323MLS (64 Potomac Street); 2019-005831MLS (2168 Market Street); 2019-006455MLS (2731-2735 Folsom Street);

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.

PUBLIC/NEIGHBORHOOD INPUT

The Department has not received any public comment regarding the Mills Act Historical Property Contract.

STAFF ANALYSIS

The Department received five Mills Act applications by the May 1, 2019 filing date. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the five attached draft historical property contracts, which include a draft rehabilitation and maintenance plan for the historic building. Department Staff believes the draft historical property contracts and plans are adequate. Please see below for complete analysis.

- a. 2251 Webster Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office as under \$3,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report.

The applicant completed some rehabilitation of the building in 2019, including dry rot repair and painting with an estimated cost of \$12,650. The proposed Rehabilitation Plan includes in kind window replacement, interior plaster and lathe repair from and exterior leak, in-kind replacement of the front and rear doors, roof repair and replacement, painting. Rehabilitation work is estimated to cost \$113,610 over ten years.

The proposed Maintenance Plan includes annual inspection of the wood siding, windows, and roof. Maintenance work is estimated to cost \$2,880 annually. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

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 grouping of Italianate homes constructed circa 1900. 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 1991 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

- b. 1401 Howard Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office at over \$5,000,000 (see attached Market Analysis and Income Approach reports); therefore, an exemption from the tax assessment value is required. The subject property qualifies for an exemption as it is designated an individual landmark under Article 10 of the Planning Code. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition, deterioration or abandonment.

In 2018, the applicant completed a full rehabilitation and restoration of the building and received final approval for the Federal Historic Preservation Tax Incentive in September 2018. Work included the restoration of exterior and interior finishes, seismic strengthening, repair of the slate roof, and restoration of the sheet metal domes. The cost of the completed work was approximately \$3,962,310.00.

Future rehabilitation and restoration scope items include full repainting of the interior and exterior. The estimated cost of the proposed rehabilitation work is \$291,065.00 over ten years.

The proposed Maintenance Plan includes annual inspection of exterior stucco, metal roof elements, windows, doors, and roof on a regular basis. The applicant will be maintaining interior character defining features identified in the National Register nomination, such as the entry lobby floors, plaster detailing, and woodwork. Maintenance work is estimated to cost \$31,040 annually. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

The subject property meets two of the five Priority Considerations: Distinctiveness and Investment. The building represents a distinctive example of the Romanesque Revival architectural style. Completed in 2018, the applicant has invested in a full building restoration and rehabilitation scope, including seismic strengthening. The subject application does not meet the Necessity, Recently Designated Landmark, and Legacy Business criteria. The applicant completed a full building rehabilitation and restoration scope in 2018 and the building is in excellent condition; therefore, the application does not meet the Necessity criteria. The building

was designated an Article 10 landmark in 1980 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

- c. 64 Potomac Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office as under \$3,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report.

The proposed Rehabilitation Plan includes seismic strengthening, roof replacement, wood siding repair and painting, front façade window repair, restoration of front stairs, front door and garage door replacement. Rehabilitation work is estimated to cost \$126,035 over ten years.

The proposed Maintenance Plan 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 \$4,000 annually.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

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.

- d. 2168 Market Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office as under \$5,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report.

The proposed Rehabilitation Plan includes repair and restoration of the exterior front entry features such as terrazzo, doors, windows, and brick. Rehabilitation work is estimated to cost \$95,160 over ten years.

The proposed Maintenance Plan includes annual inspection of front façade, windows, interior wood elements, and roof. Any needed repairs resulting from inspection 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 \$7,500 annually.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future. A Certificate of Appropriateness has been submitted for the following scopes to be completed in the next two to three years: replace existing non historic main doors and supporting framework; replace non-historic glass window facing market street with leaded glass window to match the historic nature of the façade.

The subject property meets three of the five Priority Considerations. It represents an exceptional example of the Arts & Crafts architectural style and therefore meets the Distinctiveness priority consideration. The building was designated an Article 10 landmark in 2015 and was designated on the National Register of Historic Places in 2019 and therefore is a recent landmark. In 2015 the applicant performed a full building rehabilitation, including seismic strengthening and elevator upgrades, at the subject property; therefore, the subject property not meet the Necessity or Investment criteria. Café du Nord, a registered Legacy Business ca. 2016, is located at the subject property and will continue to operate as such.

- e. 2731-2735 Folsom Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office at over \$3,000,000 (see attached Market Analysis and Income Approach reports); therefore, an exemption from the tax assessment value is required. The subject property qualifies for an exemption as it is designated an individual landmark under Article 10 of the Planning Code. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition, deterioration or abandonment.

The building underwent a full rehabilitation c.2014 which included full re-painting of all elevations, façade restoration, structural strengthening, and re-roofing. The proposed Rehabilitation Plan includes dry rot repair of wood elements at the base of the building, repair and restoration of windows, improve site drainage against foundation of building, repaint exterior, replace roof flashing, and fully re-roof the building. Rehabilitation work is estimated to cost \$305,573 over ten years.

The proposed Maintenance Plan includes annual inspection of gutters and downspouts, windows, front facade, and roof. Any needed repairs resulting from inspection 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 \$5,148 annually.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

The subject property meets three of the five Priority Considerations: Distinctiveness, Investment and Recently Designated City Landmark. The subject property represents a distinctive and well-preserved example of the Beaux-Arts style architecture. The property owner will be investing additional money towards the rehabilitation other than for routine maintenance. Additionally, in 2017 the City of San Francisco designated the subject building as an individual landmark under Article 10. The subject property does not meet the Necessity and Legacy Business criteria. In 2014, a full building rehabilitation, including seismic strengthening, was performed therefore the building is in good condition. Furthermore, the building is fully occupied and is not in danger of deterioration or abandonment. A Legacy Business is not located at the subject property.

ASSESSOR-RECORDER INFORMATION

Based on information received from the Assessor-Recorder, the following properties will receive an estimated first year reduction as a result of the Mills Act Contract. Please refer to the attached Preliminary Valuation spreadsheet prepared by the Assessor for detailed information about each property.

- a) 2251 Webster Street: Estimated Property Tax Savings of \$14,184 (a 66.37% reduction from factored base year value)
- b) 1401 Howard Street: Estimated Property Tax Savings of \$66,974 (a 31.20% reduction from factored base year value)
- c) 64 Potomac Street: Estimated Property Tax Savings of \$22,679 (a 76.47% reduction from factored base year value)
- d) 2168 Market Street: Estimated Property Tax Savings of \$0 (a 0.00% reduction from factored base year value). The property owner is aware that they will not receive a tax savings but would like to move forward with the Mills Act knowing that the property will be re-evaluated in the future.
- e) 2731-2735 Folsom Street: Estimated Property Tax Savings of \$35,495 (a 49.46% reduction from factored base year value)

Mill Act Applications
October 2, 2019

2019-006323MLS (2251 Webster Street); 2019-006384MLS (1401 Howard Street); 2019-
006323MLS (64 Potomac Street); 2019-005831MLS (2168 Market Street);
2019-006455MLS (2731-2735 Folsom Street);

PLANNING DEPARTMENT RECOMMENDATION

- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending **approval** of the Mills Act Historical Property Contracts and Rehabilitation and Maintenance Plans to the Board of Supervisors for the following properties:
 - a. 2251 Webster Street
 - b. 1401 Howard Street
 - c. 64 Potomac Street
 - d. 2168 Market Street
 - e. 2731-2735 Folsom Street

ISSUES AND OTHER CONSIDERATIONS

Mills Act Contract property owners are required to submit an annual affidavit demonstrating compliance with Rehabilitation and Maintenance Plans.

HISTORIC PRESERVATION COMMISSION ACTIONS

Review and adopt a resolution for each property:

1. Recommending to the Board of Supervisors approval of the proposed Mills Act Historical Property Contract between the property owner(s) and the City and County of San Francisco;
2. Approving the proposed Mills Act Rehabilitation and Maintenance Plan for each property.

Attachments:

- a. **2251 Webster Street:**
 - Site & Aerial Photos
 - Draft Resolution
 - Draft Mills Act Historical Property Contract
 - Draft Rehabilitation Program & Maintenance Plan
 - Draft Mills Act Valuation provided by the Assessor-Recorder's Office
 - Pre-Approval Inspection Report
 - Mills Act Application
- b. **1401 Howard Street:**
 - Site & Aerial Photos
 - Draft Resolution
 - Draft Mills Act Historical Property Contract
 - Draft Rehabilitation Program & Maintenance Plan
 - Draft Mills Act Valuation provided by the Assessor-Recorder's Office
 - Pre-Approval Inspection Report
 - Mills Act Application

Mill Act Applications
October 2, 2019

2019-006323MLS (2251 Webster Street); 2019-006384MLS (1401 Howard Street); 2019-
006323MLS (64 Potomac Street); 2019-005831MLS (2168 Market Street);
2019-006455MLS (2731-2735 Folsom Street);

Historic Structure Report

c. 64 Potomac Street:

Site & Aerial Photos

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application

d. 2168 Market Street:

Site & Aerial Photos

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application

e. 2731-2735 Folsom Street:

Site & Aerial Photos

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application

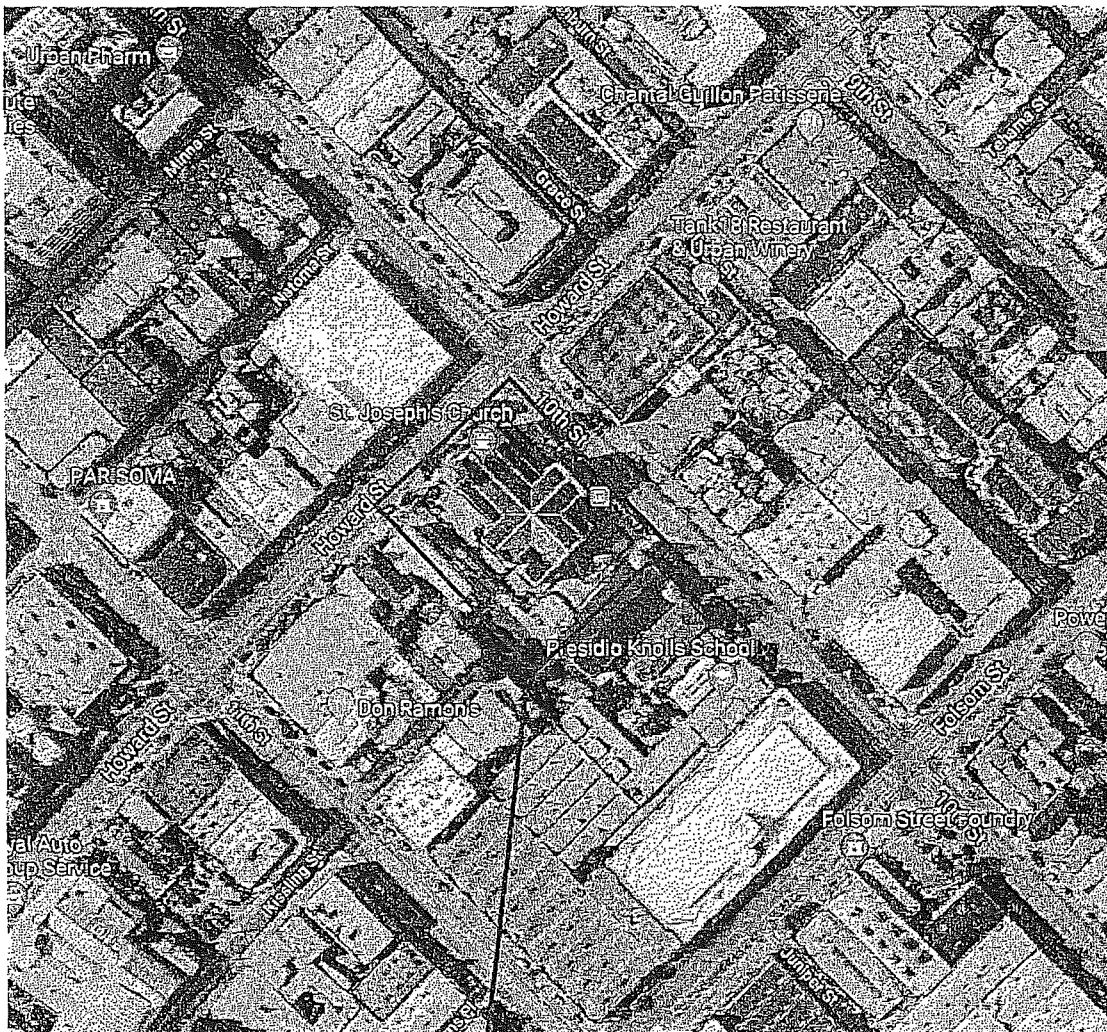
Historic Structure Report

Case No.: 2019-006384MLS
Project Address: 1401 Howard Street (District 6)
Landmark District: Article 10 Landmark Number 120
Zoning: RCD (Regional Commercial)
Height and Bulk: 55/65-X
Block/Lot: 3517/035
Applicant: 1401 Howard Street, LLC
1401 Howard Street
San Francisco, CA 94103

SITE PHOTO



AERIAL PHOTO



SUBJECT PROPERTY



SAN FRANCISCO
PLANNING DEPARTMENT

Historic Preservation Commission
Resolution No. 1091
HEARING DATE OCTOBER 2, 2019

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Case No.: 2019-006384MLS
Project Address: 1401 Howard Street (District 6)
Eligibility: Article 10 Landmark No. 120; Saint Joseph's Church
National Register listed property.
Zoning: RCD - Regional Commercial
Height and Bulk: 55/65-X
Block/Lot: 3517/035
Staff Contact: Michelle Taylor - (415) 575-9197
Michelle.Taylor@sfgov.org
Reviewed By: Elizabeth Gordon-Jonckheer - (415) 575-8728
Elizabeth.Gordon-Jonckheer@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 1401 HOWARD 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 property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

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

WHEREAS, Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 7L, 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 1401 Howard Street is listed under Article 10 as Landmark Number 120 and listed on the National Register of Historic Places and thus qualifies as a historical property for the purposes of the Mills Act; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1401 Howard Street, which are located in

Case Docket No. 2019-006384MLS. The Planning Department recommends approval of the draft Mills Act historical property contract, rehabilitation program, and maintenance plan; and

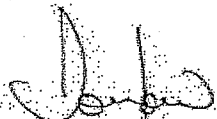
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 1401 Howard Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on October 2, 2019, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1401 Howard Street, which are located in Case Docket No. 2019-006384MLS.

THEREFORE BE IT RESOLVED that the HPC hereby recommends that the Board of Supervisors approve the draft Mills Act Historical Property Contract, including the Rehabilitation Program and Maintenance Plan for the historic building located at 1401 Howard 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 1401 Howard Street, and other pertinent materials in the case file 2019-006384MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 2, 2019.



Jonas P. Ionin
Commissions Secretary

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

NOES: None

ABSENT: None

RECUSED: Foley

ADOPTED: October 2, 2019

REHABILITATION / RESTORATION & MAINTENANCE PLAN (CONTINUED/
ATTACHMENT)

Exhibit A. Rehabilitation/Restoration Plan

Scope: #1			
Building Feature: Exterior Gates, Curbs, Fence, Piers, Granite Steps			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$25,000.00 Source SOV #2920			
Description of work: Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps			
<ul style="list-style-type: none"> ▪ The direction of the swing of all gates was reversed in the direction of egress. The gates were prepared, primed, and painted, and latch and lock sets were provided. At the two existing double gateways, the existing gates were reinstalled on new freestanding supports similar to the existing. The original hinges were retained at the original piers. The displaced sections of the piers were reset in the original locations and grouted. The cement plaster parge was repaired as required to match the original. ▪ The iron fence was prepared, primed, and painted. The gaps and voids were filled with mortar at the base and pier attachments. Where the fence is set into the curb and is corroded, the metal was repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb. ▪ The cement plaster parge on the piers was cleaned and graffiti was removed or painted over. The cement plaster parge was repaired to match the existing adjacent color and texture as required. ▪ Existing joints were raked out and the granite steps were cleared of debris. Joints were repaired with mortar. Algae, moss, and other biological growth was removed. Soil and paint spatters were removed. New code-required bronze handrails were installed. 			

Scope: #2			
Building Feature: Exterior Paint and Stucco Repair			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026			
Total Cost: \$146,950. Source SOV #9900 (half), \$293850/2=\$146,950.			
Description of work: Façade Restoration and Full Repainting			
<ul style="list-style-type: none"> ▪ The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator. ▪ Staining and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent. ▪ Areas of significant hairline cracking were repaired based on analysis to determine the root cause of the condition. Investigation included testing for underlying detachment of the stucco layer, moisture intrusion, structural movement, or other causes. ▪ Climbing vegetation such as ivy was removed. ▪ Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance. ▪ The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed. ▪ Unsound paint was removed and coated with a new breathable paint coating. 			

Scope: #3			
Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$424,323. Source SOV #7600 = \$434,323			
Description of work: Repair and Restoration of Exterior Sheet Metal Elements <ul style="list-style-type: none"> ▪ Peeling or blistering paint was scraped or sanded. ▪ Corrosion was removed with hand scrapers or a wire brush. ▪ For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size: <ol style="list-style-type: none"> 1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile, 2. The corroded area was cut out of existing sheet metal, a new piece was brazed-welded and the joint was ground flat; or 3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes. ▪ All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint. ▪ Missing elements were replaced to maintain visual consistency. 			

Scope: #4			
Building Feature: Exterior Wood-sash Windows and Steel Tracery			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$366,443. Source SOV #6150 and # 8050 for \$96,867 and \$269,576 = 366,443			
Description of Work: Repair, Restoration and Replacement of Windows <ul style="list-style-type: none"> ▪ A detailed conditions assessment of windows at St. Joseph's Church was conducted to determine the extent of deterioration and appropriate treatments at each window. This included careful inspection and documentation of each window frame and its conditions, and other non-invasive diagnostic tests. ▪ Repair of the window frames attempted to retain as much original material as possible, while providing adequate moisture protection for the building, and included paint removal, splicing of new wood elements in areas of severe deterioration, and replacement of all glazing compound. ▪ The wood frames were prepared and painted, all the existing ribbed glass that could be preserved was reused. Ribbed glass that matched the original was installed in selected locations. 			

Scope: #5			
Building Feature: Exterior Stained Glass Windows			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$81,260.00 Source SOV #8070			
Description of work: Repair and Restoration of Stained Glass Windows <ul style="list-style-type: none"> ▪ Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass. ▪ The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted. ▪ The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor. 			

Scope: # 6			
Building Feature: Exterior Skylight			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$39,010.00 Source SOV #8080			
Description of work: Repair and Restoration of Exterior Skylight			
<ul style="list-style-type: none"> ▪ The steel skylight remained in place and was repaired and cleaned. ▪ New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work. 			

Scope: # 7			
Building Feature: Interior Structural Steel for Seismic			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$571,841 Source SOV 8 items #5050, 5070 and 5120			
Description of work: Seismic Strengthening			
<ul style="list-style-type: none"> ▪ Steel was fabricated and installed for seismic strengthening. 			

Scope: # 8			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$1,350,577.00 Source SOV #9050 , \$1,350,577			
Description of work: Repair and Restoration of Interior Decorative Plaster			
<ul style="list-style-type: none"> ▪ Detached or cracked plaster elements were repaired, if in otherwise sound condition, with an injected epoxy or gypsum-based grout. Testing was conducted to determine the most effective adhesive. ▪ Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted. ▪ Further testing of the plaster was conducted to determine the extent of deterioration. This determined the treatment method: patching and reshaping damaged elements when possible, or replacement in kind. 			

Scope: # 9			
Building Feature: Interior Woodwork, Doors and Finish Hardware			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$269,000.00 Source SOV #8200			
Description of work: Repair and Restoration of Interior Woodwork, Doors and Finish Hardware			
<ul style="list-style-type: none"> ▪ Soiling was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling. ▪ Blistered varnish was treated with the gentlest means possible in order to preserve the existing finish. Treatments included lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac. ▪ White stains were tested to determine the cause Paint and guano were removed mechanically with a scraper so as not to damage the existing wood finish. ▪ Where required by the level of damage, select areas of woodwork were refinished to match the original. 			

- Wood was replaced where missing to match the original.
- At exterior doors, deteriorated wood was repaired with wood Dutchman and matched the original species, grade, grain, and profile. The exterior surface was prepped and painted. The interior was cleaned and touched up or refinished to match the original stain or clear coat.
- Door hardware was replaced or repaired to match existing and to meet current code.

Scope: # 10			
Building Feature: Interior Marble Wainscoting and Tiles			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$5,000.00 Source From KFI (3/28/19 email)			
Description of work: Restoration of Interior Marble			
<ul style="list-style-type: none"> ▪ Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed in the vestibule without causing damage to underlying marble, which was cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible. ▪ The marble floors were polished to restore luster 			

Scope: # 11			
Building Feature: Interior Nave Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$207,357 Source (4 items) SOV #2050, #2250, #2300 and KFI, \$30,000 \$7,500 \$79,847 \$45,410 and \$44,600			
Description of work:			
<ul style="list-style-type: none"> ▪ The existing (non historic) slab was removed ▪ Soil was excavated and the surrounding soil was underpinned. ▪ New foundations, with piers and grade beams were installed ▪ New stage over the grade beams was installed in the apse. 			

Scope: # 12			
Building Feature: Interior Tower Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$573,000.00 Source SOV #2450 and #2460 and KFI			
Description of work:			
<ul style="list-style-type: none"> ▪ The concrete sloped floor was replaced with a new flat structural concrete slab. ▪ New micropile foundations were installed in the towers. ▪ The top 10 feet of the micro piles were cased in concrete. ▪ Tower walls reinforced in concrete and covered in plaster. 			

Scope: # 13			
Building Feature: Exterior Lighting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			

Total Cost: \$92,625.00 Source SOV #16080
Description of work: <ul style="list-style-type: none"> ▪ The missing original fixtures on the main entry façade were replicated based on historic documentation. ▪ Building façade lighting was replaced with LED fixtures to save energy.

Scope: # 14
Building Feature: Interior Lighting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018
Total Cost: \$135,281.00 Source SOV #16070
Description of work: Repair, Restoration and Replacement in kind of historic light fixtures: <ul style="list-style-type: none"> ▪ The historic light fixtures were cleaned and relamped. ▪ The missing fixtures in the main sanctuary were replicated.

Scope: # 15
Building Feature: Roof / Built-up Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018
Total Cost: \$28,110.00 Source SOV #7500
Description of work: <ul style="list-style-type: none"> ▪ Existing built-up roofing was removed at the lower roofs. ▪ New built-up roofing was installed over new structural decking.

Scope: # 16
Building Feature: Roof / Slate Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018
Total Cost: \$258,950.00 Source SOV #7300
Description of work: <ul style="list-style-type: none"> ▪ Existing slate roof tile was removed at the main roof and portals, salvaged, and reinstalled to allow access for structural stabilization of the roof structure. ▪ Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing. ▪ New felt underlayment and galvanized flashing was installed.

Scope: # 17
Building Feature: Interior Painting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026
Total Cost: \$146,950.00 Source SOV #9900 (half), \$293850/2=\$146,950
Description of work: <ul style="list-style-type: none"> ▪ Tested bottom layer of paint to find original colors. ▪ Interior plaster was painted, interior wood was refinished, and window mullions were repainted. ▪ Lead paint was abated.

Scope: #18			
Building Feature: Roof / Sheet Metal Dome and Sheet Metal Crosses			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$60,000.00 Source SOV #9950			
Description of work:			
<ul style="list-style-type: none"> ▪ Gold leaf was reapplied to the domes and crosses. 			

Scope: #19			
Building Feature: ADA Upgrades Exterior Ramp			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: 12,000.00 Conversation with contractor			
Description of work:			
<ul style="list-style-type: none"> ▪ Ramp provided at transept. ▪ Auto operator provided at existing door. 			

Scope: #20			
Building Feature: Interior Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input type="checkbox"/> Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$50,000.00 See Source SOV #9900			
Description of work:			
<ul style="list-style-type: none"> ▪ Partial repainting of interior walls. 			

Scope: #21			
Building Feature: Exterior Painting of Cement Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$241,065.00 (Exterior painting costs in 2018 escalated 5%/yr for 8 years)			
<ul style="list-style-type: none"> ▪ Repaint exterior, repair any new cracks. All repair work will be done with compatible materials and in accordance with the Secretary of the Interior's Standards. 			

Exhibit B Maintenance Plan

Scope: # 1			
Building Feature: Site Landscape			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028 and every 10 years thereafter			
Total Cost: \$120,000.00 (\$1,000/month x 12mo x 10 yrs)			
Description of work: Washing of sidewalks and granite entry steps. Granite steps will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 2			
Building Feature: Exterior Stucco			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$40,000 (maintenance of 4,000/yr x 10yrs)			
Description of work: Regular repainting of exterior stucco as needed to address graffiti. Perform visual inspection annually for signs of blistering or peeling paint.			

Scope: # 3			
Building Feature: Roof			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$30,000.00 (maintenance of \$3,000 x 10yrs)			
Description of work: Inspect the slate roof for loose or broken tiles and replace as needed. Inspect and repair caulking and flashing. Clear drains, overflow drains and scuppers. Remove birds nests and discourage roosting.			

Scope: # 4			
Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$12,000.00 (\$1200 per year)			
Description of work: Perform visual inspection annually for rust, holes and signs of water where it shouldn't be. Clean gutters, replace screens, check down spouts and clean drains. Repair damaged pieces to match existing using appropriate materials and methods. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 5			
Building Feature: Exterior Wood-sash Windows and Steel Tracery			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter.			
Total Cost: \$10,000.00 (\$1000 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, check operable windows, window locks and replace any cracked or broken glass in kind. All window repairs will be performed in accordance with the Secretary of the Interior Standards.			

Scope # 6			
Building Feature: Exterior Skylight			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$5,000.00 (\$500 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, condensation problems that might compromise structure of skylight and replace any cracked or broken glass in kind. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope # 7			
Building Feature: Exterior Stained Glass Windows			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Inspect stained glass and replace any cracked or missing pieces with glass that matches original glass in color and texture. Inspect and repair lead cames. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass			

Scope # 8			
Building Feature: Exterior Wood Doors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$7,900.00 (\$790 per year)			
Description of work: The face of the wood doors have extreme exposure to rain and sun. They suffered significant deterioration in the past. They need regular cleaning and regular refinishing. All work will be performed in conformance with the Secretary of the Interior's Standards			

Scope # 9			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and every 10 years thereafter			
Total Cost: \$20,000.00 (\$2000 per year)			
Description of work: The existing plaster was previously damaged when water got into the attic and behind the decorative plaster ceiling. Problems on the surface appeared only after considerable damage was done inside the concealed spaces, therefore there will be visual inspections annually must look inside the attic for signs of water damage and make needed repairs. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster.			

Scope # 10			
Building Feature: Interior Woodwork			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Perform visual inspection annually for damage and repair in the gentlest means possible. All work will be performed in conformance with the Secretary of the Interior's Standards.			

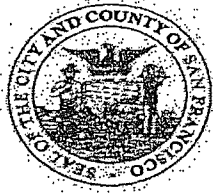
Scope: # 11			
Building Feature: Bell Tower			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$18,500.00 (\$1850 per year)			
Description of work: Annual visual inspection of bell rope and hanging mechanism. Climb the ladders and go into the attic spaces and remove birds and close up any gaps in the screens and louvers.			

Scope: # 12			
Building Feature: Site Drainage			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$11,500 (\$1,500 per year)			
Description of work: Inspect drywells in garden areas and verify site drainage is functioning to remove standing water. Repair if needed if water is not being completely absorbed as intended.			

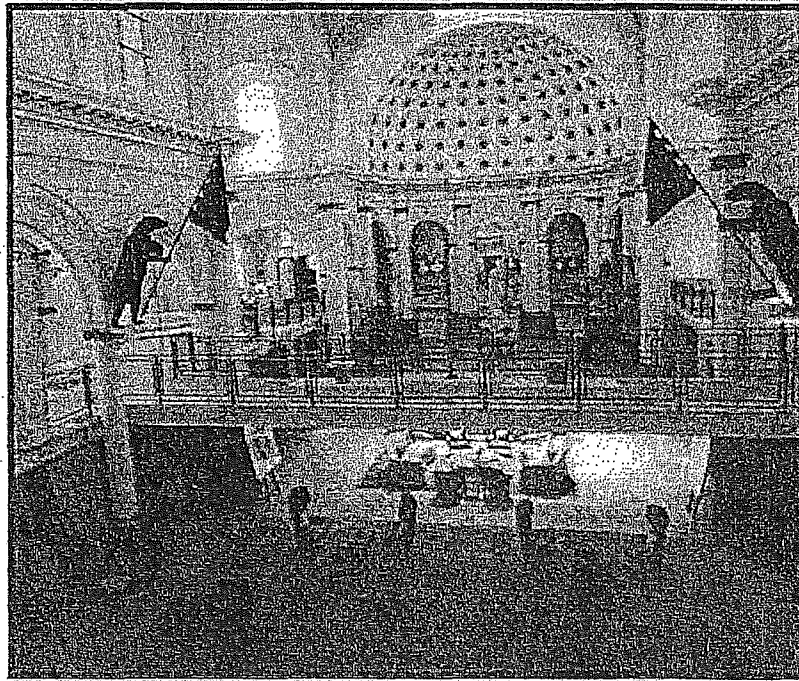
Scope: # 13			
Building Feature: Interior plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2023 and bi-annually thereafter			
Total Cost: \$80,000			
Description of work: Repaint public spaces and repair plaster work as necessary. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster and No. 21: Repairing Historic Flat Plaster Walls and Ceilings			

Scope: # 14			
Building Feature: Interior Marble Floors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$8,000			
Description of work: Clean and reseat marble floors and wainscot. All marble will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings			

Scope: # 15			
Building Feature: Interior wood floors, wood doors and wood paneling			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$12,000			
Description of work: Conduct a visual inspection and repair as needed to match original. All work will meet the Secretary of the Interior's Standards.			



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

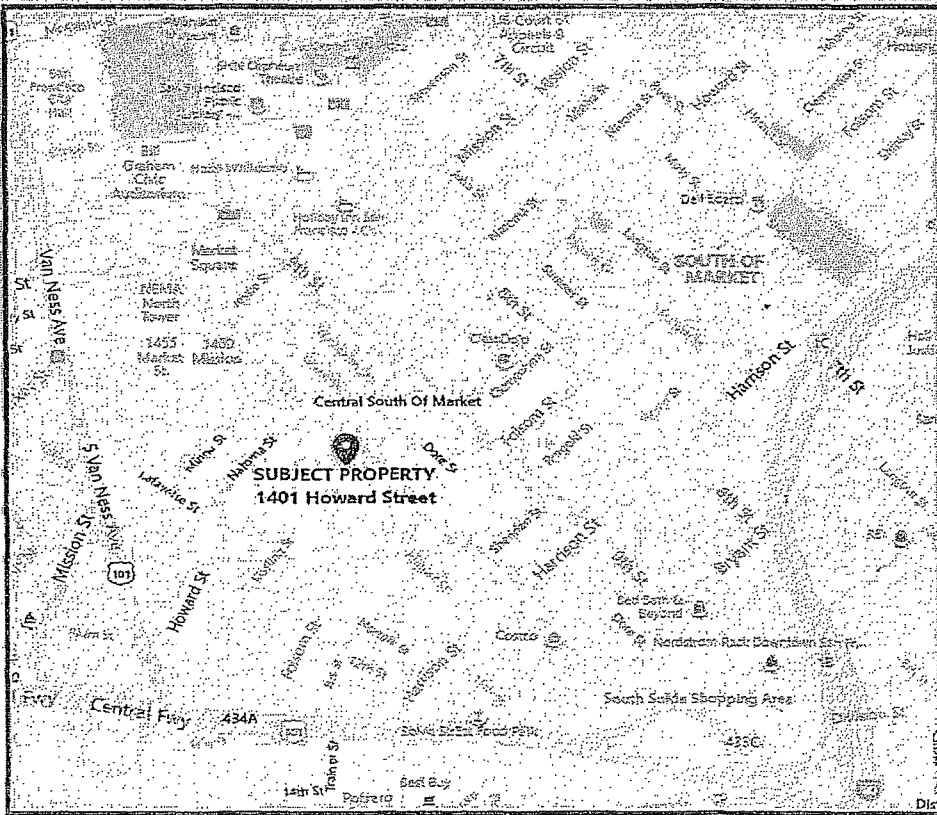
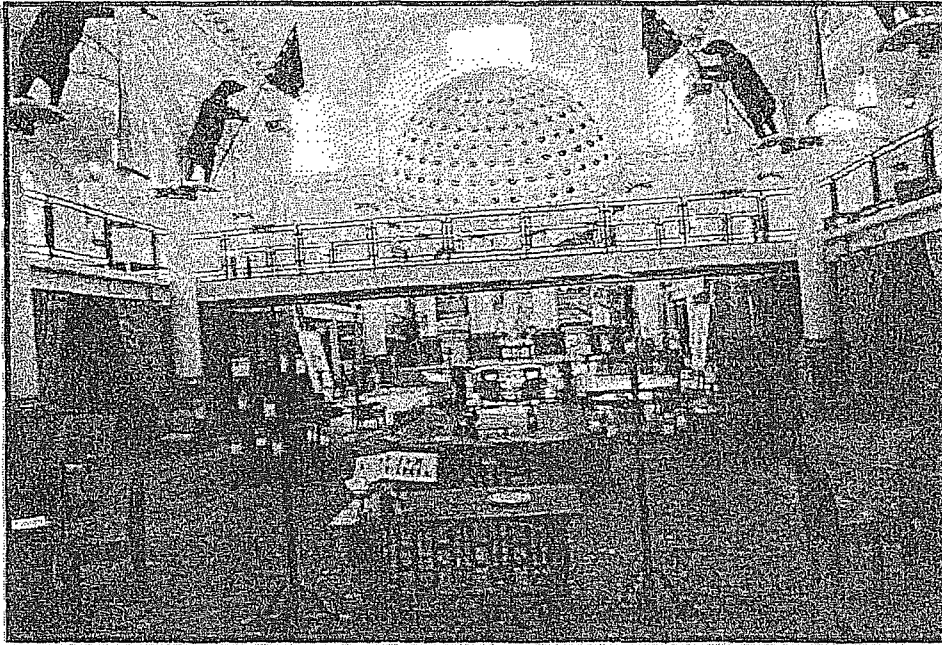


1401 Howard Street

SUBJECT PHOTOGRAPH AND LOCATOR MAP

Address: 1401 Howard Street

APN: 3517-035



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

APN:	3517-035	Lien Date:	7/1/2019
Address:	1401 Howard Street	Application Date:	5/24/2019
SF Landmark No.:	4/29/1900	Application Term:	10 years
Applicant's Name:	1401 Howard LLC		
Agt./Tax Rep./Atty:	Unknown	Last Sale Date:	3/26/2008
Fee Appraisal Provided:	No	Last Sale Price:	\$500,000 <small>(Assessment Appeals Board Value)</small>

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$553,421	Land	\$7,620,000	Land	\$8,220,000
Imps.	\$17,905,319	Imps.	\$5,080,000	Imps.	\$5,480,000
Personal Prop.	\$0	Personal Prop.	\$0	Personal Prop.	\$0
Total	\$18,458,740	Total	\$12,700,000	Total	\$ 13,700,000

Property Description

Property Type:	Commercial	Year Built:	1913 / 2017	Neighborhood:	Soma
Type of Use:	Interior Design Firm	(Total) Rentable Area:	21,943	Land Area:	26,811
Owner-Occupied:	No	Stories:	4	Zoning:	RCD - Regional Commercial
Unit Types:	Commercial	Parking Spaces:	Surface / 6		

Total No. of Units: 1

Special Conditions (Where Applicable)

Conclusions and Recommendations

	Per Unit	Per SF	Total
Factored Base Year Roll	\$18,458,740	\$841	\$ 18,458,740
Income Approach - Direct Capitalization	\$12,700,000	\$579	\$ 12,700,000
Sales Comparison Approach	\$13,700,000	\$624	\$ 13,700,000
Recommended Value Estimate	\$ 12,700,000	\$ 579	\$ 12,700,000

Appraiser: Jody Scott Reichel

Principal Appraiser: Orla Fahy

Hearing Date: Unknown

INCOME APPROACH

Address: 1401 Howard Street

Lien Date: 7/1/2019

	<u>Sq. Ft.</u>		<u>Annual Rent/SF</u>		<u>Comments</u>
Potential Gross Income	21,943	x	\$61.06	\$1,339,800	Based on actual lease amount
Less: Vacancy & Collection Loss			3%	(\$40,194)	
Effective Gross Income				\$1,299,606	
Less: Anticipated Operating Expenses (Pre-Property Tax)*			3%	(\$38,988)	
Net Operating Income (Pre-Property Tax)				\$1,260,618	

Restricted Capitalization Rate

2019 interest rate per State Board of Equalization			4.7500%		
Risk rate (4% owner occupied / 2% all other property types)			2.0000%		
2019 property tax rate *			1.1630%		
Amortization rate for improvements only					
Remaining economic life (in years)	30	0.0333	2.0000%		
Improvements constitute % of total property value		60%		9.9130%	

RESTRICTED VALUE ESTIMATE

\$12,716,815
\$12,700,000 RD

* The 2019 property tax rate will be determined in September 2019. Rate utilized is from 2018.

Comparable Improved Sales Adjustment Grid

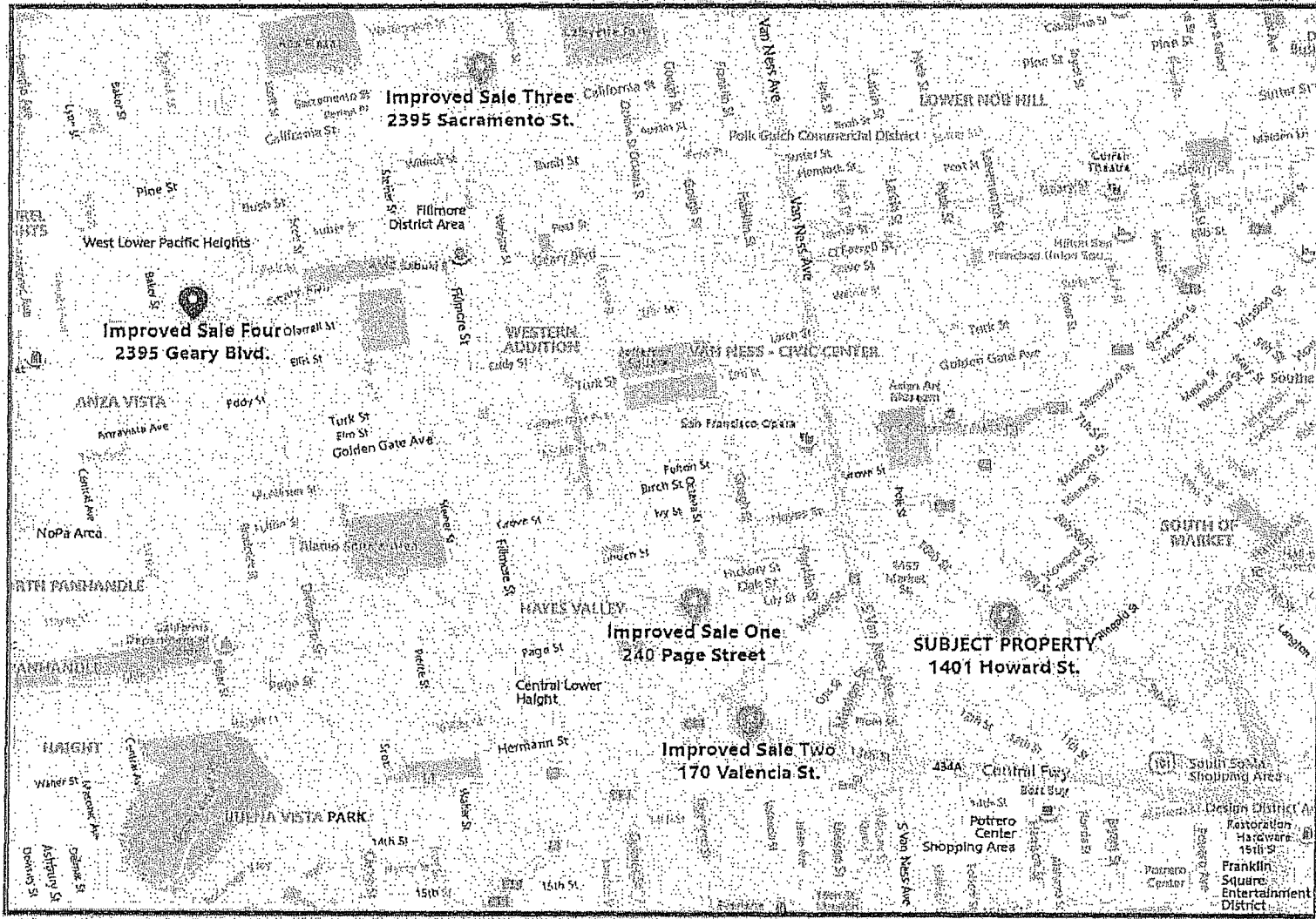
APN: 3517-035
 Address: 1401 Howard Street

Sale No.	One	Two	Three	Four	SUBJECT
APN:	0839-032	3502-013	0637-015 & -016	1080-035	3517-035
Address	240 Page Street	170 Valencia Street	2395 Sacramento St.	2398 Geary Blvd.	1401 Howard St.
Sale Date	5/6/2019	12/31/2018	12/8/2017	3/11/2016	7/1/2019
Sale Price	\$2,780,000	\$9,600,000	\$9,500,000	\$4,400,000	
Size (SF)	5,495	23,270	20,110	7,937	21,943
Year Built	1909	1931	1912	1906	1913 / 2017
Price/SF	\$506	\$413	\$472	\$554	
Use	Former Church	Former Religious Hall	Former Library	Former Church	Former Church
Site Zoning	RM2	RTO	RM1	RH3	SLR
Site Size (SF)	3,988	8,250	15,105	5,031	26,811
Land: Bldg. Ratio	0.72	0.35	0.75	0.63	1.22
On Site Parking					
Ratio/1,000 SF NRA	0.23	0.00	0.00	0.00	0.00
Mos. Since Effective Date	2	6	19	39	
Time Adjustment	0%	3%	10%	15%	
Size Adjustment (SF)	-5%	0%	0%	-5%	
Location Adj.	5%	5%	5%	5%	
Age / Condition Adj.	10%	20%	10%	20%	
Land: Bldg. Ratio	5%	10%	5%	5%	
Zoning Adj.	5%	5%	5%	5%	
Parking	-3%	0%	0%	0%	
Net Adj. Price/Gross Office SF	17%	43%	35%	45%	
Adjusted Price/SF Site Area	\$592	\$590	\$638	\$804	Concluded Value/SF
Indicated Value/ SF					\$625
Indicated Value/SF					\$625/SF X 21,943 SF =
ROUNDED					\$13,714,375
					\$13,700,000

The subject property is a former church that had a complete renovation including seismic upgrade. It is now fully leased to an interior design firm. Sales One, Two and Four are also religious facilities and Sale Three is a former library. The subject property was significantly superior in age/condition due to the recent renovation. After adjustment the price per square feet range is \$592 to \$804/SF with \$625/SF considered to be supported by the sales comparables. The subject property is considered to be an investment property given it is fully leased on NNN basis with the tenant paying for expenses. The Income Capitalization Approach is typically the most applicable valuation approach for investment properties. Given the Restricted Capitalization Rate for Mills Act properties the Income Capitalization Approach for the subject property results in the lowest valuation.

Comparable Improved Sales Adjustment Grid

APN: 3517-035
Address: 1401 Howard Street



IMPROVED SALES MAP

1297

67



SAN FRANCISCO PLANNING DEPARTMENT

PRE-APPROVAL INSPECTION REPORT

Report Date: May 24, 2019
Inspection Date: May 22, 2019; 11:00am
Filing Date: May 1, 2018
Case No.: 2019-006384MLS
Project Address: 1401 Howard Street
Block/Lot: 3517/035
Eligibility: Article 10 Landmark No. 120: Saint Joseph's Church
National Register listed property
Zoning: RCD – Regional Commercial District
Height & Bulk: 40-X
Supervisor District: District 6 (Matt Haney)
Project Sponsor: Christopher Foley of 1401 Howard LLC
Address: 1401 Howard Street
San Francisco, CA 94103
415-305-4600
cfoley@groundmatrix.com
Staff Contact: Michelle Taylor – (415) 575-9197
michelle.taylor@sfgov.org
Reviewed By: Tim Frye – (415) 575-6822
tim.frye@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

5/7/2019: Email applicant to schedule site visit.

5/14/2019: Email applicant to reschedule site visit.

INSPECTION OVERVIEW

Date and time of inspection: Wednesday, May 22, 2019, 11:00am

Parties present: Michelle Taylor, Shannon Ferguson, Chris Foley, Rick Feldman

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

NOTES

1401 Howard Street (District 6) 1401 Howard Street is located on the south corner of Howard and 10th Streets, Assessor's Block 3517, Lots 39. The subject property is located within an RCD (Regional Commercial District) zoning district and a 55/65-X Height and Bulk district. The subject property is an Article 10 individual landmark No. 120 and added to the National Register of Historic Places in 1982. Formerly Saint Joseph's Church, the subject property is a former Catholic church constructed in 1913 and designed in the Romanesque Revival style by architect John J. Foley.

The subject property is currently valued by the Assessor's Office at over \$5,000,000; therefore, an exemption from the tax assessment value is required. The application includes a Historic Structure Report prepared by Page & Turnbull that provides evidence that the property meets the exemption criteria for tax assessment value.

At the preliminary inspection visit, the applicant was informed that some proposed scope items would not be considered qualifying scopes of work, such as maintenance of landscaping at the exterior and maintenance of the new concrete floor in the interior. The applicant was advised to include regular inspection and repairs of interior character defining features in the proposed maintenance plan.

In 2018, the applicant completed a full rehabilitation and restoration of the building and received Final approval for the Federal Historic Preservation Tax Incentive in September 2018. Work included the restoration of exterior and interior finishes, seismic strengthening, repair of the slate roof, restoration of the sheet metal domes, and addition of an accessibility ramp.

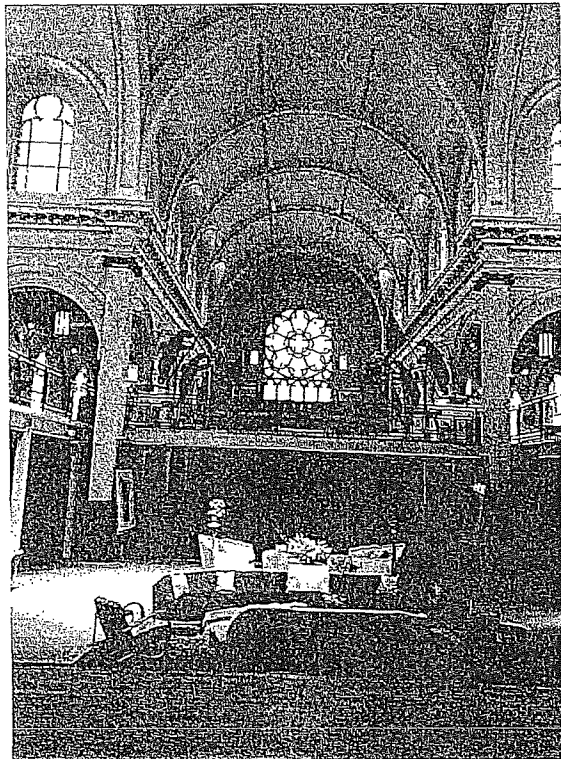
Future rehabilitation and restoration scope items include full repainting of the interior and exterior. The estimated cost of the proposed rehabilitation work is \$291,065.

The applicant has provided a revised maintenance plan which proposes to inspect and make any necessary repairs to the exterior stucco, metal roof elements, windows, doors, and roof on a regular basis. The applicant will be maintaining interior character defining features identified in the National Register nomination, such as the entry lobby floors, plaster detailing, and woodwork. The estimated cost of maintenance work is \$30,040 annually.

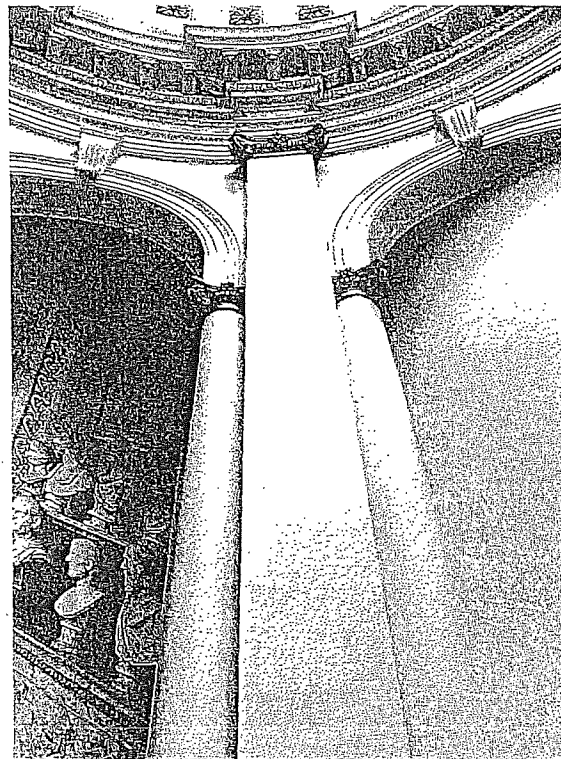
PHOTOGRAPHS



Front and side elevations of 1401 Howard Street



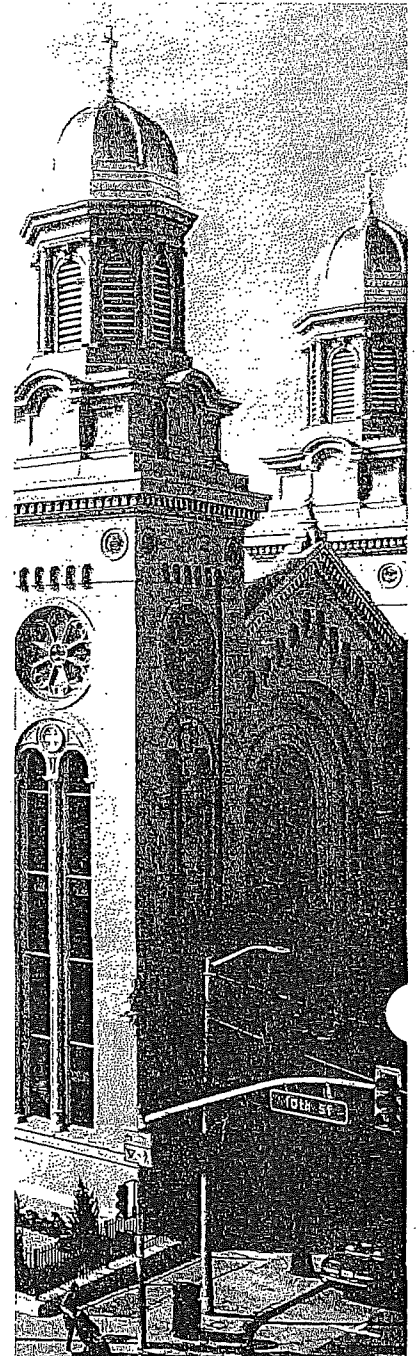
Primary interior volume facing northwest



Detail of restored decorative plaster elements

MILLS ACT APPLICATION
1401 HOWARD STREET
SAN FRANCISCO, CALIFORNIA

PREPARED FOR: 1401 HOWARD LLC
PRIMARY PROJECT CONTACT:
Ruth Todd
Page & Turnbull, 170 Maiden Lane, 5th Floor
San Francisco, CA 94108
415.593.3234 / 415.362.5560 fax
ruthtodd@page-turnbull.com



PAGE & TURNBULL

imagining change in historic environments through design, research, and technology

APRIL 30, 2019

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MILLS ACT HISTORICAL PROPERTY CONTRACT

Application Checklist:

Applicant should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. Saying "No" to any of the following questions may nullify the timelines established in this application.

1	Mills Act Application Has each property owner signed? Has each signature been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2	High Property Value Exemption Form & Historic Structure Report Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000. Have you included a copy of the Historic Structures Report completed by a qualified consultant?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>
3	Draft Mills Act Historical Property Contract Are you using the Planning Department's standard "Historical Property Contract?" Have all owners signed and dated the contract? Have all signatures been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
4	Notary Acknowledgement Form Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
5	Draft Rehabilitation/Restoration/Maintenance Plan Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year, including all supporting documentation related to the scopes of work?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
6	Photographic Documentation Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
7	Site Plan Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
8	Tax Bill Did you include a copy of your most recent tax bill?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
9	Rental Income Information Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
10	Payment Did you include a check payable to the San Francisco Planning Department? Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
11	Recordation Requirements A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be accompanied by the following in order to meet recording requirements: - All approvals, signatures, recordation attachments - Fee: Check payable to the Office of the Assessor-Recorder" in the appropriate recording fee amount Please visit www.sfassessor.org for an up-to-date fee schedule for property contracts. - Preliminary Change of Ownership Report (PCOR). Please visit www.sfassessor.org for an up-to-date PCOR (see example on page 20).	YES <input type="checkbox"/> NO <input type="checkbox"/>

Mills Act Application.

APPLICATION FOR Mills Act Historical Property Contract

Applications must be submitted in both hard copy and digital copy form to the Planning Department at 1650 Mission St., Suite 400 by May 1st in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.

1. Owner/Applicant Information (If more than three owners, attach additional sheets as necessary.)

PROPERTY OWNER 1 NAME: 1401 HOWARD LLC	TELEPHONE: (415) 640 - 0567
PROPERTY OWNER 1 ADDRESS: 810 7TH STREET	EMAIL: sean@visitthemarket.com

PROPERTY OWNER 2 NAME:	TELEPHONE: ()
PROPERTY OWNER 2 ADDRESS:	EMAIL:

PROPERTY OWNER 3 NAME:	TELEPHONE: ()
PROPERTY OWNER 3 ADDRESS:	EMAIL:

2. Subject Property Information

PROPERTY ADDRESS: 1401 HOWARD STREET	ZIP CODE: 94103
PROPERTY PURCHASE DATE:	ASSESSOR BLOCK/LOT(S): 3517 / 035
MOST RECENT ASSESSED VALUE: \$ 15,797,197	ZONING DISTRICT: RCD

Are taxes on all property owned within the City and County of San Francisco paid to date?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is the entire property owner-occupied? If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Do you own other property in the City and County of San Francisco? If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection? If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

I/we am/are the present owner(s) of the property described above and hereby apply for an historical property contract. By signing below, I affirm that all information provided in this application is true and correct. I further swear and affirm that false information will be subject to penalty and revocation of the Mills Act Contract.

Owner Signature: _____

Date: _____

Owner Signature: _____

Date: _____

Owner Signature: _____

Date: _____

3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
The property is a Commercial/Industrial Building valued at less than \$5,000,000.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

*If the property value exceeds these options, please complete the following: Application of Exemption.

Application for Exemption from Property Tax Valuation

If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations.

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; or
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. (A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to meet this requirement.)

4. Property Tax Bill

All property owners are required to attach a copy of their recent property tax bill.

PROPERTY OWNER NAMES: 1401 HOWARD LLC
MOST RECENT ASSESSED PROPERTY VALUE: \$ 15,797,197
PROPERTY ADDRESS: 1401 HOWARD ST, SAN FRANCISCO, CA

5. Other Information

All property owners are required to attach a copy of all other information as outlined in the checklist on page 7 of this application.

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.

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
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 <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

Use this form to outline your rehabilitation/restoration plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed rehabilitation work (if applicable) and continue with work you propose to complete within the next ten years, followed by your proposed maintenance work. Arranging all scopes of work in order of priority.

Please note that *all applicable Codes and Guidelines apply to all work*, including the Planning Code and Building Code. If components of the proposed Plan require approvals by the Historic Preservation Commission, Planning Commission, Zoning Administrator, or any other government body, these approvals must be secured prior to applying for a Mills Act Historical Property Contract. This plan will be included along with any other supporting documents as part of the Mills Act Historical Property contract.

# ____ (Provide a scope number)	BUILDING FEATURE:
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input type="checkbox"/> Proposed <input type="checkbox"/>
CONTRACT YEAR FOR WORK COMPLETION:	
TOTAL COST (rounded to nearest dollar):	
DESCRIPTION OF WORK:	
ALL OF THE RESTORATION/ REHABILITATION, AND MAINTENANCE WORK IS DESCRIBED IN THE FOLLOWING PAGES.	

6. Draft Mills Act Historical Property Agreement

Please complete the following Draft Mills Act Historical Property Agreement and submit with your application. A final Mills Act Historical Property Agreement will be issued by the City Attorney once the Board of Supervisors approves the contract. The contract is not in effect until it is fully executed and recorded with the Office of the Assessor-Recorder.

Any modifications made to this standard City contract by the applicant or if an independently-prepared contract is used, it shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors. This will result in additional application processing time and the timeline provided in the application will be nullified.

Recording Requested by,
and when recorded, send notice to:
Director of Planning
650 Mission Street
San Francisco, California 94103-2414

California Mills Act Historical Property Agreement

ST. JOSEPH'S ART SOCIETY

PROPERTY NAME (IF ANY)

1401 HOWARD STREET

PROPERTY ADDRESS

San Francisco, California

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and 1401 HOWARD LLC ("Owner/s").

RECITALS

Owners are the owners of the property located at 1401 HOWARD STREET, in San Francisco, California
PROPERTY ADDRESS
3517 / 035. The building located at 1401 HOWARD STREET

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

is designated as SF CITY LANDMARK #120, (e.g. "a City Landmark pursuant to Article
NATIONAL REGISTER OF HISTORIC PLACES #82002250
10 of the Planning Code") and is also known as the ST JOSEPHS CHURCH

HISTORIC NAME OF PROPERTY (IF ANY)

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 approximately FIVE MILLION SEVEN HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED SEVENTY FOUR (\$ 5,725,874). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately SIX HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY FIVE (\$ 670,965) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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 potentially reduce 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 its 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:

Mills Act Application

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 not less 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 13 and 14 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 not less 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 14 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.

Owners shall permit periodic examination of the exterior and interior of the Historic Property by representatives of the Historic Preservation Commission, the City's Assessor, 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, upon seventy-two (72) hours advance notice, to monitor Owners' compliance with the terms 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 ("Initial Term"). As provided in Government Code section 50282, one year shall be added automatically to the Initial Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 10 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. Termination.

In the event Owners terminates this Agreement during the Initial Term, Owners shall pay the Cancellation Fee as set forth in Paragraph 15 herein. In addition, the City Assessor-Recorder shall determine the fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement and shall reassess the property taxes payable for the fair market value of the Historic Property as of the date of Termination without regard to any restrictions imposed on the Historic Property by this Agreement. Such reassessment of the property taxes for the Historic Property shall be effective and payable six (6) months from the date of Termination.

10. Notice of Nonrenewal.

If in any year after the Initial Term of this Agreement has expired either the Owners or the City desires 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 in any year after the expiration of the Initial Term of the Agreement, either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the execution of the last renewal of the Agreement.

11. Payment of Fees.

Within one month of the execution of this Agreement, City shall tender to Owners a written accounting of its reasonable costs related to the preparation and approval of the Agreement as provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6. Owners shall promptly pay the requested amount within forty-five (45) days of receipt.

12. 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 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 as provided in Paragraph 6 herein;
- (e) Owners' termination of this Agreement during the Initial Term;
- (f) Owners' failure to pay any fees requested by the City as provided in Paragraph 11 herein;
- (g) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property; or
- (h) 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 13 and 14 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 14 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 13 herein prior to cancellation of this Agreement.

13. 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 12 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. The cancellation must be provided to the Office of the Assessor-Recorder for recordation.

14. Cancellation Fee.

If the City cancels this Agreement as set forth in Paragraph 13 above, 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.

15. 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 if it does 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 13 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.

16. 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.

17. 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.

18. Binding on Successors and Assigns.

The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of all successors and assigns in interest of the Owners.

19. 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.

20. Governing Law.

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

21. Recordation.

The contract will not be considered final until this agreement has been recorded with the Office of the Assessor-Recorder of the City and County of San Francisco.

22. 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.

23. 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.

24. 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 Owner has 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.

25. 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.

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU
ASSESSOR-RECORDER
CITY & COUNTY OF SAN FRANCISCO

Date

JOHN RAHAIM
DIRECTOR OF PLANNING
CITY & COUNTY OF SAN FRANCISCO

Date

APPROVED AS PER FORM:
DENNIS HERRERA
CITY ATTORNEY
CITY & COUNTY OF SAN FRANCISCO

Signature

Date

Print name
DEPUTY CITY ATTORNEY

Signature

Date

Signature

Date

Print name
OWNER

Print name
OWNER

Owner/s' signatures must be notarized. Attach notary forms to the end of this agreement.
(If more than one owner, add additional signature lines. All owners must sign this agreement.)

7. Notary Acknowledgment Form

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of: _____

On: _____ before me, _____
DATE INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared: _____
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

SIGNATURE

(PLACE NOTARY SEAL ABOVE)

REHABILITATION / RESTORATION & MAINTENANCE PLAN (CONTINUED/
ATTACHMENT)

Exhibit A. Rehabilitation/Restoration Plan

Scope # 1			
Building Feature: Exterior Gates, Curbs, Fence, Piers, Granite Steps			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$25,000.00 Source SOV #2920			
Description of work: Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps			
<ul style="list-style-type: none"> ▪ The direction of the swing of all gates was reversed in the direction of egress. The gates were prepared, primed, and painted, and latch and lock sets were provided. At the two existing double gateways, the existing gates were reinstalled on new freestanding supports similar to the existing. The original hinges were retained at the original piers. The displaced sections of the piers were reset in the original locations and grouted. The cement plaster parge was repaired as required to match the original. ▪ The iron fence was prepared, primed, and painted. The gaps and voids were filled with mortar at the base and pier attachments. Where the fence is set into the curb and is corroded, the metal was repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb. ▪ The cement plaster parge on the piers was cleaned and graffiti was removed or painted over. The cement plaster parge was repaired to match the existing adjacent color and texture as required. ▪ Existing joints were raked out and the granite steps were cleared of debris. Joints were repaired with mortar. Algae, moss, and other biological growth was removed. Soil and paint spatters were removed. New code-required bronze handrails were installed. 			

Scope # 2			
Building Feature: Exterior Paint and Stucco Repair			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026			
Total Cost: \$146,950. Source SOV #9900 (half), \$293850/2=\$146,950.			
Description of work: Façade Restoration and Full Repainting			
<ul style="list-style-type: none"> ▪ The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator. ▪ Staining and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent. ▪ Areas of significant hairline cracking were repaired based on analysis to determine the root cause of the condition. Investigation included testing for underlying detachment of the stucco layer, moisture intrusion, structural movement, or other causes. ▪ Climbing vegetation such as ivy was removed. ▪ Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance. ▪ The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed. ▪ Unsound paint was removed and coated with a new breathable paint coating. 			

Scope: # 3			
Building Feature: Exterior - Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$424,323. Source SOV #7600 = \$434,323			
Description of work: Repair and Restoration of Exterior Sheet Metal Elements			
<ul style="list-style-type: none"> ▪ Peeling or blistering paint was scraped or sanded. ▪ Corrosion was removed with hand scrapers or a wire brush. ▪ For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size: <ol style="list-style-type: none"> 1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile, 2. The corroded area was cut out of existing sheet metal, a new piece was braze-welded and the joint was ground flat; or 3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes. ▪ All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint. ▪ Missing elements were replaced to maintain visual consistency. 			

Scope: # 4			
Building Feature: Exterior - Wood-sash Windows and Steel Tracery			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$366,443. Source SOV #6150 and # 8050 for \$96,867 and \$269,576 = 366,443			
Description of Work: Repair, Restoration and Replacement of Windows			
<ul style="list-style-type: none"> ▪ A detailed conditions assessment of windows at St. Joseph's Church was conducted to determine the extent of deterioration and appropriate treatments at each window. This included careful inspection and documentation of each window frame and its conditions, and other non-invasive diagnostic tests. ▪ Repair of the window frames attempted to retain as much original material as possible, while providing adequate moisture protection for the building, and included paint removal, splicing of new wood elements in areas of severe deterioration, and replacement of all glazing compound. ▪ The wood frames were prepared and painted, all the existing ribbed glass that could be preserved was reused. Ribbed glass that matched the original was installed in selected locations. 			

Scope: # 5			
Building Feature: Exterior - Stained Glass Windows			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$81,260.00 Source SOV #8070			
Description of work: Repair and Restoration of Stained Glass Windows			
<ul style="list-style-type: none"> ▪ Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass. ▪ The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted. ▪ The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor. 			

Scope: #6			
Building Feature: Exterior Skylight			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$39,010.00 Source SOV #8080			
Description of work: Repair and Restoration of Exterior Skylight			
<ul style="list-style-type: none"> ▪ The steel skylight remained in place and was repaired and cleaned. ▪ New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work. 			

Scope: #7			
Building Feature: Interior Structural Steel for Seismic			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$571,841 Source SOV 8 items #5050, 5070 and 5120			
Description of work: Seismic Strengthening			
<ul style="list-style-type: none"> ▪ Steel was fabricated and installed for seismic strengthening. 			

Scope: #8			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$1,350,577.00 Source SOV #9050 , \$1,350,577			
Description of work: Repair and Restoration of Interior Decorative Plaster			
<ul style="list-style-type: none"> ▪ Detached or cracked plaster elements were repaired, if in otherwise sound condition, with an injected epoxy or gypsum-based grout. Testing was conducted to determine the most effective adhesive. ▪ Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted. ▪ Further testing of the plaster was conducted to determine the extent of deterioration. This determined the treatment method: patching and reshaping damaged elements when possible, or replacement in kind. 			

Scope: #9			
Building Feature: Interior Woodwork, Doors and Finish Hardware			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$269,000.00 Source SOV #8200			
Description of work: Repair and Restoration of Interior Woodwork, Doors and Finish Hardware			
<ul style="list-style-type: none"> ▪ Soiling was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling. ▪ Blistered varnish was treated with the gentlest means possible in order to preserve the existing finish. Treatments included lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac. ▪ White stains were tested to determine the cause Paint and guano were removed mechanically with a scraper so as not to damage the existing wood finish. ▪ Where required by the level of damage, select areas of woodwork were refinished to match the original. 			

- Wood was replaced where missing to match the original.
- At exterior doors, deteriorated wood was repaired with wood Dutchman and matched the original species, grade, grain, and profile. The exterior surface was prepped and painted. The interior was cleaned and touched up or refinished to match the original stain or clear coat.
- Door hardware was replaced or repaired to match existing and to meet current code.

Scope: # 10			
Building Feature: Interior Marble Wainscoting and Tiles			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$5,000.00 Source From KFI (3/28/19 email)			
Description of work: Restoration of Interior Marble			
<ul style="list-style-type: none"> ▪ Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed in the vestibule without causing damage to underlying marble, which was cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible. ▪ The marble floors were polished to restore luster 			

Scope: # 11			
Building Feature: Interior Nave Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$207,357 Source (4 items) SOV #2050, #2250, #2300 and KFI, \$30,000 \$7,500 \$79,847 \$45,410 and \$44,600			
Description of work:			
<ul style="list-style-type: none"> ▪ The existing (non historic) slab was removed ▪ Soil was excavated and the surrounding soil was underpinned. ▪ New foundations, with piers and grade beams were installed ▪ New stage over the grade beams was installed in the apse. 			

Scope: # 12			
Building Feature: Interior Tower Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$573,000.00 Source SOV #2450 and #2460 and KFI			
Description of work:			
<ul style="list-style-type: none"> ▪ The concrete sloped floor was replaced with a new flat structural concrete slab. ▪ New micropile foundations were installed in the towers. ▪ The top 10 feet of the micro piles were cased in concrete. ▪ Tower walls reinforced in concrete and covered in plaster. 			

Scope: # 13			
Building Feature: Exterior Lighting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			

Total Cost: \$92,625.00 Source SOV #16080	
Description of work:	
▪	The missing original fixtures on the main entry façade were replicated based on historic documentation.
▪	Building façade lighting was replaced with LED fixtures to save energy.

Scope: # 14	
Building Feature: Interior Lighting	
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018	
Total Cost: \$135,281.00 Source SOV #16070	
Description of work: Repair, Restoration and Replacement in kind of historic light fixtures:	
▪	The historic light fixtures were cleaned and relamped.
▪	The missing fixtures in the main sanctuary were replicated.

Scope: # 15	
Building Feature: Roof / Built-up Roof	
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018	
Total Cost: \$28,110.00 Source SOV #7500	
Description of work:	
▪	Existing built-up roofing was removed at the lower roofs.
▪	New built-up roofing was installed over new structural decking.

Scope: # 16	
Building Feature: Roof / Slate Roof	
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018	
Total Cost: \$258,950.00 Source SOV #7300	
Description of work:	
▪	Existing slate roof tile was removed at the main roof and portals, salvaged, and reinstalled to allow access for structural stabilization of the roof structure.
▪	Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing.
▪	New felt underlayment and galvanized flashing was installed.

Scope: # 17	
Building Feature: Interior Painting	
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026	
Total Cost: \$146,950.00 Source SOV #9900 (half), \$293850/2=\$146,950	
Description of work:	
▪	Tested bottom layer of paint to find original colors.
▪	Interior plaster was painted, interior wood was refinished, and window mullions were repainted.
▪	Lead paint was abated.

Scope: # 18
Building Feature: Roof / Sheet Metal Dome and Sheet Metal Crosses
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$60,000.00 Source SOV #9950
Description of work: <ul style="list-style-type: none"> ▪ Gold leaf was reapplied to the domes and crosses.

Scope: # 19
Building Feature: ADA Upgrades Exterior Ramp
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: 12,000.00 Conversation with contractor
Description of work: <ul style="list-style-type: none"> ▪ Ramp provided at transept. ▪ Auto operator provided at existing door.

Scope: # 20
Building Feature: Interior Painting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input type="checkbox"/> Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026
Total Cost: \$50,000.00 See Source SOV #9900
Description of work: <ul style="list-style-type: none"> ▪ Partial repainting of interior walls.

Scope: # 21
Building Feature: Exterior Painting of Cement Plaster
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026
Total Cost: \$241,065.00 (Exterior painting costs in 2018 escalated 5%/yr for 8 years)
<ul style="list-style-type: none"> ▪ Repaint exterior, repair any new cracks. All repair work will be done with compatible materials and in accordance with the Secretary of the Interior's Standards.

Exhibit B Maintenance Plan

Scope: # 1			
Building Feature: Site, Landscape			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028 and every 10 years thereafter			
Total Cost: \$120,000.00 (\$1,000/month x 12mo x 10 yrs)			
Description of work: Washing of sidewalks and granite entry steps. Granite steps will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 2			
Building Feature: Exterior Stucco			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$40,000 (maintenance of 4,000/yr x 10yrs)			
Description of work: Regular repainting of exterior stucco as needed to address graffiti. Perform visual inspection annually for signs of blistering or peeling paint.			

Scope: # 3			
Building Feature: Roof			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$30,000.00 (maintenance of \$3,000 x 10yrs)			
Description of work: Inspect the slate roof for loose or broken tiles and replace as needed. Inspect and repair caulking and flashing. Clear drains, overflow drains and scuppers. Remove birds nests and discourage roosting.			

Scope: # 4			
Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$12,000.00 (\$1200 per year)			
Description of work: Perform visual inspection annually for rust, holes and signs of water where it shouldn't be. Clean gutters, replace screens, check down spouts and clean drains. Repair damaged pieces to match existing using appropriate materials and methods. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 5			
Building Feature: Exterior Wood-sash Windows and Steel Tracery.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter.			
Total Cost: \$10,000.00 (\$1000 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, check operable windows, window locks and replace any cracked or broken glass in kind. All window repairs will be performed in accordance with the Secretary of the Interior Standards.			

Scope: # 6			
Building Feature: Exterior Skylight			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$5,000.00 (\$500 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, condensation problems that might compromise structure of skylight and replace any cracked or broken glass in kind. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 7			
Building Feature: Exterior Stained Glass Windows			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Inspect stained glass and replace any cracked or missing pieces with glass that matches original glass in color and texture. Inspect and repair lead cames. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass			

Scope: # 8			
Building Feature: Exterior Wood Doors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$7,900.00 (\$790 per year)			
Description of work: The face of the wood doors have extreme exposure to rain and sun. They suffered significant deterioration in the past. They need regular cleaning and regular refinishing. All work will be performed in conformance with the Secretary of the Interior's Standards			

Scope: # 9			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and every 10 years thereafter			
Total Cost: \$20,000.00 (\$2000 per year)			
Description of work: The existing plaster was previously damaged when water got into the attic and behind the decorative plaster ceiling. Problems on the surface appeared only after considerable damage was done inside the concealed spaces, therefore there will be visual inspections annually must look inside the attic for signs of water damage and make needed repairs. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster.			

Scope: # 10			
Building Feature: Interior Woodwork			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Perform visual inspection annually for damage and repair in the gentlest means possible. All work will be performed in conformance with the Secretary of the Interior's Standards.			

Scope: # 11			
Building Feature: Bell Tower			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$18,500.00 (\$1850 per year)			
Description of work: Annual visual inspection of bell rope and hanging mechanism. Climb the ladders and go into the attic spaces and remove birds and close up any gaps in the screens and louvers.			

Scope: # 12			
Building Feature: Site Drainage			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$11,500 (\$1,500 per year)			
Description of work: Inspect drywells in garden areas and verify site drainage is functioning to remove standing water. Repair if needed if water is not being completely absorbed as intended.			

Scope: # 13			
Building Feature: Interior plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2023 and bi-annually thereafter			
Total Cost: \$80,000			
Description of work; Repaint public spaces and repair plaster work as necessary. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster and No. 21: Repairing Historic Flat Plaster Walls and Ceilings			

Scope: # 14			
Building Feature: Interior Marble Floors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$8,000			
Description of work: Clean and reseal marble floors and wainscot. All marble will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings			

Scope: # 15			
Building Feature: Interior wood floors, wood doors and wood paneling			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$12,000			
Description of work: Conduct a visual inspection and repair as needed to match original. All work will meet the Secretary of the Interior's Standards.			

REHABILITATION/ RESTORATION PLANS SUPPORTING DOCUMENTATION
CONTRACTOR'S SCHEDULE OF VALUES

HARD COST APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 6 PAGES

TO OWNER: 1401 Howard, LLC.

PROJECT: 1401 Howard Street
1401 Howard Street, San Francisco, CA

APPLICATION NO: 22

PERIOD TO: 1/31/2018

FROM CONTRACTOR: Pallsade Builders, Inc.
1875 S. Bascom Ave. #2400, Campbell, CA 95008

CONTRACT DATE:
PROJECT MANAGER: S. Clark

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY.			
Total changes approved in previous months By Owner		ADDITIONS	DEDUCTIONS
Totals		2,001,881.73	
Total approved this Month			
No.	Approval Date		
NET CHANGES by Change Order		0.00	0.00

Application is made for Payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$ 11,111,908.00
2. NET CHANGES BY CHANGE ORDERS	\$ 2,001,881.73
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 13,113,789.73
4. TOTAL COMPLETED & STORED TO-DATE	\$ 12,825,585.66
5. RETAINAGE:	\$ 958,053.01
6. TOTAL EARNED LESS RETAINAGE	\$ 11,867,532.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT*	\$ 11,553,903.06
8. CURRENT PAYMENT DUE	\$ 313,629.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,246,257.08

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

*Includes prior unpaid amount of \$379,370.94 from AIA#21 (December 2017)

CONTRACTOR:

By: _____ Date: _____

OWNER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for)

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

Owner: 1401 Howard, LLC
By: _____ Date: _____

Architect: Page & Turnbull
By: _____ Date: _____

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED
 IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/1/2018
 PERIOD TO : 1/31/2018
 JOB # : 1600
 CONTRACT DATE:

JOB #1600 - 1401 Howard Street, San Francisco, CA

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru PCCO#11)	New Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % Complete (G / C)	I Balance to Finish (C - G)	J Retalnage at 10%
					Previous Applications (D + E)	This Period Work In Place (F - D)					
1290	Weather Protection	\$ 25,000.00		\$ 25,000.00	\$ 24,231.49			\$ 24,231.49	97%	\$ 768.51	\$ 2,423.15
1390	Hoisting/Equipment Rentals	\$ 110,000.00	\$ (3,544.02)	\$ 106,455.98	\$ 100,000.00	\$ 6,455.98		\$ 106,455.98	100%	\$ -	\$ 10,645.60
1800	General Conditions/Supervision	\$ 800,000.00	\$ 343,000.00	\$ 1,143,000.00	\$ 1,050,000.00	\$ 73,321.77		\$ 1,123,321.77	98%	\$ 19,678.23	\$ -
2050	Demo Existing Concrete SOG	\$ 37,500.00	\$ (7,500.00)	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100%	\$ -	\$ -
2070	Selective Demolition	\$ 125,000.00	\$ 92,298.53	\$ 217,298.53	\$ 217,298.53	\$ -		\$ 217,298.53	100%	\$ -	\$ 15,479.85
2080	Core Drilling	\$ 7,500.00		\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100%	\$ -	\$ 750.00
2250	Underpinning pits/misc.	\$ -	\$ 79,847.59	\$ 79,847.59	\$ 79,847.59			\$ 79,847.59	100%	\$ -	\$ (0.00)
2300	Spoils Removal	\$ 13,280.00	\$ 32,130.00	\$ 45,410.00	\$ 45,410.00	\$ -		\$ 45,410.00	100%	\$ -	\$ 4,541.00
2310	Excavation	\$ 25,000.00	\$ 5,906.00	\$ 30,906.00	\$ 30,906.00	\$ -		\$ 30,906.00	100%	\$ -	\$ 3,090.60
2450	Micropiles	\$ 328,000.00		\$ 328,000.00	\$ 328,000.00	\$ -		\$ 328,000.00	100%	\$ -	\$ -
2460	Casing Upper 10' of each Micropile	\$ 36,000.00	\$ 24,000.00	\$ 60,000.00	\$ 60,000.00			\$ 60,000.00	100%	\$ -	\$ -
2510	Domestic Water Underground	\$ 24,100.00	\$ (24,100.00)	\$ -	\$ -			\$ -	100%	\$ -	\$ -
2520	Sanitary Sewer & SD	\$ 143,440.00	\$ (36,000.00)	\$ 107,440.00	\$ 107,440.00	\$ -		\$ 107,440.00	100%	\$ -	\$ 10,744.00
2800	Landscape, Irrigation & Planting	\$ 46,000.00	\$ 48,000.00	\$ 94,000.00	\$ 27,328.96	\$ 40,301.93		\$ 67,630.89	72%	\$ 26,369.11	\$ 6,763.09
2810	Site Lighting (excludes fixtures)	\$ -	\$ 26,350.00	\$ 26,350.00	\$ 26,350.00	\$ -		\$ 26,350.00	100%	\$ -	\$ 2,635.00
2860	Landscape Arbors	\$ -	\$ 15,000.00	\$ 15,000.00				\$ -	0%	\$ 15,000.00	\$ -
2920	Fencing	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00		\$ 30,000.00		\$ 30,000.00	60%	\$ 20,000.00	\$ 3,000.00
2950	Landscape Gas Lights (piping only)	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ -		\$ 12,500.00	100%	\$ -	\$ 1,250.00
2960	Joint Trench	\$ 25,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00	\$ -		\$ 85,000.00	100%	\$ -	\$ 8,500.00
3050	Rebar/Mesh, Shotcrete & CIP	\$ 1,245,000.00	\$ 70,728.00	\$ 1,315,728.00	\$ 1,315,728.00	\$ -		\$ 1,315,728.00	100%	\$ -	\$ 5,329.43
3070	Struct. Excavation, Backfill & Offhaul	\$ 151,000.00	\$ (4,721.36)	\$ 146,278.64	\$ 146,278.64	\$ -		\$ 146,278.64	100%	\$ -	\$ 14,523.51
3100	On Grade Site Concrete (Hardscape)	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00	\$ 70,815.67	\$ -		\$ 70,815.67	94%	\$ 4,184.33	\$ 7,081.57
3200	Offsite Concrete	\$ 50,000.00		\$ 50,000.00	\$ 28,864.00	\$ -		\$ 28,864.00	58%	\$ 21,136.00	\$ 2,886.40
3910	Misc. Concrete	\$ 50,000.00	\$ (50,000.00)	\$ -				\$ -	100%	\$ -	\$ -
SUBTOTAL PAGE 1		\$ 3,116,820.00	\$ 731,994.74	\$ 4,050,714.74	\$ 3,729,498.59	\$ 150,079.88		\$ 3,844,578.56	97%	\$ 107,136.18	\$ 99,543.20

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CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED IN TABULATIONS BELOW. AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/1/2018
 PERIOD TO : 1/31/2018
 JOB # : 1600
 CONTRACT DATE:

JOB #1600 - 1401 Howard Street, San Francisco, CA

1327

ITEM NO.	Description of work	Scheduled Value	Change Orders To Date (Thru PCCO#11)	New Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% Complete (G/C)	Balance to Finish (C-G)	Retainage at 10%
					Previous Applications (D+E)	This Period Work in Place (F-D)					
4900	Masonry	\$ 20,000.00	\$ (20,000.00)	\$ -				\$ -	100%	\$ -	\$ -
5050	Structural Steel	\$ 275,000.00	\$ (40,000.00)	\$ 235,000.00	\$ 235,000.00			\$ 235,000.00	100%	\$ -	\$ 23,500.00
5070	Structural Steel Installation	\$ 400,000.00	\$ (88,158.91)	\$ 311,841.09	\$ 311,841.09	\$ -		\$ 311,841.09	100%	\$ -	\$ 31,184.11
5080	Mezzanine Steel	\$ 401,143.00	\$ (84,000.00)	\$ 317,143.00	\$ 317,143.00	\$ -		\$ 317,143.00	100%	\$ -	\$ 31,714.30
5090	Mezzanine Bridge	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	\$ -	\$ 5,000.00
5100	Mezzanine Glass Rail System	\$ 205,000.00	\$ (117,500.00)	\$ 87,500.00	\$ 83,696.20	\$ -		\$ 83,696.20	96%	\$ 3,803.80	\$ 8,369.62
5110	Stairs	\$ 80,000.00	\$ (17,500.00)	\$ 62,500.00	\$ 31,250.00	\$ -		\$ 31,250.00	50%	\$ 31,250.00	\$ 3,125.00
5120	Misc. Steel	\$ 25,000.00		\$ 25,000.00	\$ 11,812.50	\$ -		\$ 11,812.50	47%	\$ 13,187.50	\$ 1,181.25
5130	Supports for the 700 lb. Trough sink	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100%	\$ -	\$ 750.00
6050	Cabinets	\$ 10,000.00	\$ (10,000.00)	\$ -				\$ -	100%	\$ -	\$ -
6100	Retrofit Carpentry	\$ 580,000.00	\$ 77,701.97	\$ 637,701.97	\$ 568,219.74	\$ 44,482.00		\$ 612,701.74	96%	\$ 25,000.23	\$ 61,270.17
6150	Window Stop Repair	\$ 50,000.00	\$ 46,867.00	\$ 96,867.00	\$ 96,867.00	\$ -		\$ 96,867.00	100%	\$ -	\$ 9,686.70
6160	Bell Tower Rot Repair	\$ -	\$ 151,458.96	\$ 151,458.96	\$ 151,458.96	\$ -		\$ 151,458.96	100%	\$ -	\$ 15,145.90
6200	Trim Carpentry	\$ 50,000.00		\$ 50,000.00	\$ 21,895.57	\$ 20,000.00		\$ 41,895.57	84%	\$ 8,104.43	\$ 4,189.56
6250	Scaffolding	\$ 175,000.00	\$ 174,060.84	\$ 349,060.84	\$ 349,060.84	\$ -		\$ 349,060.84	100%	\$ -	\$ 33,406.08
6250	Bell Tower Scaffolding	\$ -	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ -		\$ 165,000.00	100%	\$ -	\$ 16,500.00
6500	Countertops	\$ 5,000.00	\$ (5,000.00)	\$ -				\$ -	100%	\$ -	\$ -
7200	Additional under slab insulation	\$ -	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100%	\$ -	\$ 3,500.00
7300	Slate Tile Roof	\$ 267,950.00	\$ (9,000.00)	\$ 258,950.00	\$ 258,950.00	\$ -		\$ 258,950.00	100%	\$ -	\$ 25,895.00
7500	Lower Roof System	\$ 35,000.00	\$ (6,890.00)	\$ 28,110.00	\$ 28,110.00			\$ 28,110.00	100%	\$ -	\$ 2,811.00
7600	Flashing & Sheetmetal	\$ 200,000.00	\$ 234,323.47	\$ 434,323.47	\$ 434,323.47	\$ -		\$ 434,323.47	100%	\$ -	\$ 43,432.36
7900	Sealants & Caulking	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	\$ -	\$ 1,000.00
8050	Windows	\$ 545,000.00	\$ (275,423.78)	\$ 269,576.22	\$ 269,576.22	\$ -		\$ 269,576.22	100%	\$ -	\$ 26,957.62
8070	Stain Glass Repair	\$ 120,000.00	\$ (38,739.33)	\$ 81,260.67	\$ 81,260.67	\$ -		\$ 81,260.67	100%	\$ -	\$ 8,126.07
8080	Skylight Repair	\$ -	\$ 39,010.06	\$ 39,010.06	\$ 39,010.06	\$ -		\$ 39,010.06	100%	\$ -	\$ 3,901.01
8200	Doors/Milwork & Finish Hardware	\$ 284,000.00	\$ (15,000.00)	\$ 269,000.00	\$ 264,631.12	\$ -		\$ 264,631.12	98%	\$ 4,368.88	\$ 23,463.11
9050	Plaster Repair	\$ 775,000.00	\$ 575,577.80	\$ 1,350,577.80	\$ 1,350,577.80	\$ -		\$ 1,350,577.80	100%	\$ -	\$ 135,057.78
9100	Metal Studs & Drywall	\$ 110,000.00	\$ (40,000.00)	\$ 70,000.00	\$ 70,000.00	\$ -		\$ 70,000.00	100%	\$ -	\$ 7,000.00
9200	Soffitt below Transept Café, Green Rm Stage Metal Framing	\$ -	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ -		\$ 17,000.00	100%	\$ -	\$ 1,700.00
9400	Ceramic Tile	\$ 30,000.00	\$ (30,000.00)	\$ -				\$ -	100%	\$ -	\$ -
9630	Flooring - Carpet Tile	\$ 78,000.00	\$ (78,000.00)	\$ -				\$ -	100%	\$ -	\$ -
9900	Painting	\$ 234,900.00	\$ 58,960.00	\$ 293,860.00	\$ 279,213.41	\$ -		\$ 279,213.41	95%	\$ 14,636.59	\$ 27,921.34
9950	Gold Leaf at Dome	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -		\$ 60,000.00	100%	\$ -	\$ 6,000.00
SUBTOTALS PAGE 2		\$ 8,312,813.00	\$ 1,507,132.82	\$ 9,819,945.82	\$ 9,391,996.59	\$ 214,561.68		\$ 9,606,458.27	98%	\$ 207,487.61	\$ 564,411.76

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED
 IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/31/2018
 PERIOD TO : 1/31/2018
 JOB #: 1600
 CONTRACT DATE:

JOB #1600 - 1401 Howard Street, San Francisco, CA

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ITEM NO.	Description of work	Scheduled Value	Change Orders To Date (Thru POCO#11)	New Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	Balance to Finish (C-G)	Retainage at 10%
					Previous Applications (D + E)	This Period Work In Place (F - D)					
10320	Fire Extinguishers	\$ 1,600.00		\$ 1,600.00		\$ 1,600.00		\$ 1,600.00	100%	\$ -	\$ 160.00
10400	Signage	\$ 6,500.00		\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100%	\$ -	\$ 650.00
10450	Mirrors	\$ 2,000.00		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00	100%	\$ -	\$ 200.00
10530	Access Doors & Ladders	\$ 12,000.00		\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100%	\$ -	\$ 1,200.00
10600	Toilet Partitions	\$ 11,500.00		\$ 11,500.00	\$ 11,500.00	\$ -		\$ 11,500.00	100%	\$ -	\$ 1,150.00
10800	Bath Accessories	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00
10910	Misc. Specialties/Bike Racks	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00
11010	Appliances	\$ 2,500.00	\$ (2,500.00)	\$ -				\$ -	100%	\$ -	\$ -
12050	Window Coverings	\$ -		\$ -				\$ -	100%	\$ -	\$ -
13170	Interior Plaster/Paint Lead Abatement	\$ 100,000.00	\$ (97,870.27)	\$ 2,129.73	\$ 2,129.73	\$ -		\$ 2,129.73	100%	\$ (0.00)	\$ 212.97
13180	Bird Guano Abatement	\$ 12,500.00	\$ (3,200.00)	\$ 9,300.00	\$ 9,300.00	\$ -		\$ 9,300.00	100%	\$ -	\$ -
13190	Asbestos Abatement	\$ 16,000.00	\$ (1,543.00)	\$ 14,457.00	\$ 14,457.00	\$ -		\$ 14,457.00	100%	\$ -	\$ -
14200	Wheel Chair Lift	\$ 25,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	\$ -		\$ 45,000.00	100%	\$ -	\$ 4,500.00
15050	Plumbing	\$ 105,000.00	\$ (21,000.00)	\$ 84,000.00	\$ 80,000.00	\$ 4,000.00		\$ 84,000.00	100%	\$ -	\$ 8,400.00
15150	Radiant Floor Heat	\$ 145,000.00	\$ 7,500.00	\$ 152,500.00	\$ 152,500.00	\$ -		\$ 152,500.00	100%	\$ -	\$ 15,250.00
15400	Ventilation	\$ 185,000.00	\$ 10,000.00	\$ 195,000.00	\$ 181,171.20	\$ 5,200.80		\$ 186,372.00	96%	\$ 8,628.00	\$ 18,637.20
16050	Electrical	\$ 353,000.00	\$ 643,000.00	\$ 996,000.00	\$ 968,728.38	\$ 17,385.66		\$ 986,114.03	99%	\$ 9,885.97	\$ 98,611.40
16070	Fixtures	\$ 50,000.00	\$ 85,281.00	\$ 135,281.00	\$ 126,327.00	\$ -		\$ 126,327.00	93%	\$ 8,954.00	\$ 12,632.70
16080	Site Lighting Fixtures	\$ -	\$ 92,625.00	\$ 92,625.00	\$ 78,693.00	\$ 6,179.00		\$ 84,872.00	92%	\$ 7,753.00	\$ 8,487.20
16090	Access Control / Intercom	\$ -	\$ 27,469.00	\$ 27,469.00	\$ 8,240.70	\$ 19,228.30		\$ 27,469.00	100%	\$ -	\$ 2,746.90
16100	CCTV System	\$ -	\$ 15,484.00	\$ 15,484.00	\$ 4,645.20	\$ 10,838.80		\$ 15,484.00	100%	\$ -	\$ 1,548.40
16150	WiFi System	\$ -	\$ 18,360.00	\$ 18,360.00	\$ 9,180.00	\$ 9,180.00		\$ 18,360.00	100%	\$ -	\$ 1,836.00
16160	Music Speaker System	\$ -	\$ 51,248.00	\$ 51,248.00	\$ 51,248.00	\$ -		\$ 51,248.00	100%	\$ -	\$ 5,124.80
16170	Commissary Service Upgrade	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -		\$ 6,000.00	100%	\$ -	\$ 600.00
16180	Services Location Chg & Misc. Mods	\$ -	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ -		\$ 9,975.00	100%	\$ -	\$ 997.50
16200	Low Voltage	\$ 150,000.00	\$ (60,000.00)	\$ 90,000.00	\$ 83,072.13	\$ -		\$ 83,072.13	92%	\$ 6,927.87	\$ 8,307.21
16300	Telephone Data	\$ -	\$ 6,248.00	\$ 6,248.00	\$ 6,248.00	\$ -		\$ 6,248.00	100%	\$ -	\$ 624.80
16400	Lighting Control System	\$ -	\$ 124,790.00	\$ 124,790.00	\$ 109,637.10	\$ 12,181.90		\$ 121,819.00	98%	\$ 2,971.00	\$ 12,181.90
16500	Engineering	\$ -	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ -		\$ 27,500.00	100%	\$ -	\$ 2,750.00
17000	Additional Tenant Improvements	\$ 240,000.00	\$ (240,000.00)	\$ -				\$ -	100%	\$ -	\$ -
17001	Red Room - Ceiling restoration	\$ -	\$ 40,749.25	\$ 40,749.25	\$ 40,749.25	\$ -		\$ 40,749.25	100%	\$ -	\$ 4,074.93
17002	West Tower - X brace & spiral stair	\$ -	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 10,000.00		\$ 30,000.00	75%	\$ 10,000.00	\$ 3,000.00
17003	East Tower - X brace	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100%	\$ -	\$ 2,000.00
SUBTOTALS PAGE 3		\$ 9,733,413.00	\$ 2,327,248.80	\$ 12,060,661.80	\$ 11,479,698.22	\$ 312,356.13	\$ -	\$ 11,792,054.35	98%	\$ 282,607.45	\$ 880,615.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/1/2018
 PERIOD TO : 1/31/2018
 JOB #: 1600
 CONTRACT DATE:

JOB #1600 - 1401 Howard Street, San Francisco, CA

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru POCO#11)	New Scheduled Value	D Work Completed		E This Period Work-In Place (F - D)	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % Complete (G / C)	I Balance to Finish (C-G)	Retainage at 10%
					Previous Applications (D + E)							
	DIRECT COSTS:											
	Division 1 - General Requirements	\$ 935,000.00	\$ 339,455.98	\$ 1,274,455.98	\$ 1,174,231.49	\$ 79,777.75	\$ -	\$ 1,254,009.24	98%	\$ 20,446.74	\$ 13,068.75	
	Division 2 - Site Improvements	\$ 835,820.00	\$ 353,432.12	\$ 1,189,252.12	\$ 1,057,581.08	\$ 70,301.93	\$ -	\$ 1,127,883.01	95%	\$ 61,369.11	\$ 56,753.54	
	Division 3 - 17 Bldg. Improvements	\$ 7,962,593.00	\$ 1,628,360.70	\$ 9,590,953.70	\$ 9,247,885.65	\$ 162,276.45	\$ -	\$ 9,410,162.10	98%	\$ 180,791.60	\$ 810,792.79	
	TOTAL DIRECT COST	\$ 9,733,413.00	\$ 2,321,248.80	\$ 12,054,661.80	\$ 11,479,698.22	\$ 312,366.13	\$ -	\$ 11,792,054.35	98%	\$ 262,607.45	\$ 880,615.08	
9000	OVERHEAD & PROFIT	\$ 632,672.00	\$ 119,247.66	\$ 751,919.55	\$ 722,925.28	\$ 12,613.91		\$ 735,539.19	98%	\$ 16,380.36	\$ 73,553.92	
8000	CONSTRUCTION CONTINGENCY 1.5%	\$ 486,671.00	\$ (486,671.00)	\$ -	\$ -			\$ -	100%	\$ -	\$ -	
102	CCIP INSURANCE	\$ 259,152.00	\$ 48,056.38	\$ 307,208.38	\$ 282,631.70	\$ 15,360.42		\$ 297,992.12	97%	\$ 9,216.26	\$ 3,884.01	
	TOTAL GUARANTEED MAXIMUM PRICE	\$ 11,111,908.00	\$ 2,001,881.74	\$ 13,113,789.73	\$ 12,485,255.20	\$ 340,330.46	\$ -	\$ 12,825,585.66	98%	\$ 280,204.07	\$ 958,053.01	

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II. EXEMPTION STATEMENT AND SIGNIFICANCE EVALUATION

EXEMPTION STATEMENT

The Mills Act Historical Property Contract requires all commercial properties that are assessed at a value of more than \$5 million to include a Historic Structure Report (HSR) as part of the application. The value of this property was less than \$5 million before renovations but is over the threshold due to the extensive renovations that were necessary to place it in service. 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 application.

2019 MILLS ACT APPLICATION CRITERIA

This Mills Act application is submitted for 1401 Howard Street in San Francisco. During the process of preparing the application, staff at the Planning Department was consulted and the applicant was notified that changes to the Mills Act Program had been made but that the revised/updated application had not yet been posted to the city website. For this reason, the applicant was instructed to submit the old application, and strongly encouraged to include a written justification as to how the property meets the priority consideration criteria.

The priority consideration criteria and justification is summarized below, demonstrating that the property qualifies in three of the five categories for priority consideration. Further justification is summarized in the application that follows.

NECESSITY

For more than thirty years, this Landmark property sat vacant and suffered vandalism and continued deterioration. New owners assumed a risk and it took more than 10 years to assemble a pro-forma with financial incentives that enabled the project to 'pencil out'. Thorough assessment of architectural and structural conditions was required: use of the State Historical Building Code and Historic Rehabilitation Tax Credits were necessary for the substantial rehabilitation and restoration to be implemented in ways that allowed for the preservation and reuse of this Landmark.

INVESTMENT

The substantial rehabilitation of 1401 Howard resulted in significant private investment and placed it on the tax roll for the first time since its construction in 1913. The applicant spent more than \$12 million dollars to reinvest in the Landmark and the project has improved the investment climate of the entire neighborhood.

DISTINCTIVENESS

The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature. 1401 Howard is City Landmark #120 and is listed in the National Register of Historic Places (#1982002250); it has long been recognized as exceptional due to its architectural design and its significance to the early Irish, Filipino and Hispanic communities as a Catholic parish. The project

is also distinct in that it preserved the architectural significance of the church, a challenging typology to re-use, while adapting it to a new future.

RECENTLY DESIGNATED CITY LANDMARK—not applicable, already a Landmark.

LEGACY BUSINESS – not applicable – yet.

III. HISTORIC STRUCTURE REPORT

Historic context and evaluation sections of this Historic Structure Report have been incorporated from the Historic Resource Evaluation authored by Page & Turnbull in 2011.

HISTORY OF 1401 HOWARD STREET

St. Joseph's Parish was established in 1861 by Archbishop Joseph Sadoc Alemany at the corner of 10th and Howard streets in San Francisco. The parish originally served the large Irish-Catholic population in the South of Market Area. The first St. Joseph's Church was dedicated on December 8, 1861 and was the seventh parish established in the city.¹ (Figure 1).

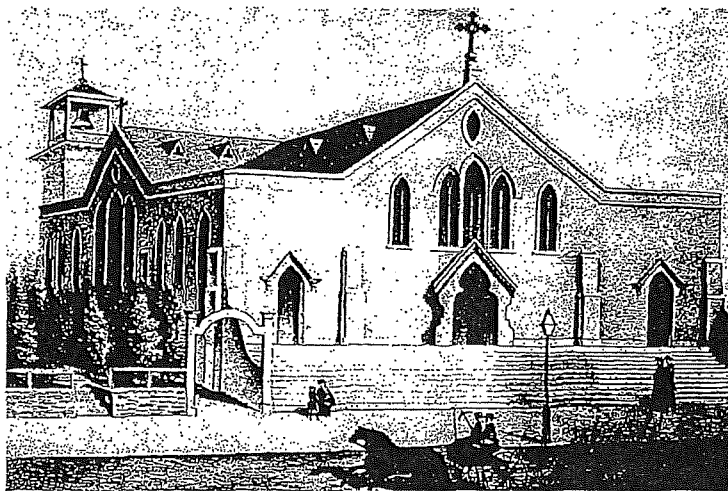


Figure 1. St. Joseph's Church, 1861.

Source: "History of St. Joseph's Parish," *Diamond Jubilee of St. Joseph's Church: 1861-1936* (San Francisco: unpublished pamphlet, 29 October 1936).

Father Hugh Gallagher was the first pastor of St. Joseph's Parish. Born in County Donegal, Ireland on Easter Sunday, 1815, he was ordained in 1840 and was sent to Pittsburg, Pennsylvania, where he labored for eight years at Master's Vineyard. Father Gallagher met Archbishop Alemany at the Council of Baltimore in 1854 and was recruited to California to help build the Diocese of San Francisco. Father Gallagher was appointed pastor of St. Joseph's in 1861 and selected a site beside an abandoned waterworks at 10th and Howard streets for the construction of St. Joseph's Church. Under Father Gallagher's guidance, the parish quickly grew to be one of the most populous and prosperous in San Francisco. A larger church was erected in 1865 on 10th Street, and in 1867, this church was expanded to accommodate additional parishioners.²

In 1867, Father Gallagher established a girls' school under Mrs. Margaret Deane, and a boys' school under Professor W.J.G. Williams. These schools, which taught children from the South of Market Area and the Mission district, were secularly operated until 1871, when the Sisters of the Holy Names were brought on to teach classes. Girls' classes were held in the original church building, which had been remodeled and moved to the rear of the parcel. The boys' school was housed in the pavilion of the old

¹ Archdiocese of San Francisco, "The History of St. Joseph's Parish," in Archdiocese of San Francisco Archives.

² *Ibid.*; "History of St. Joseph's Parish," *Diamond Jubilee of St. Joseph's Church: 1861-1936* (San Francisco: unpublished pamphlet, 29 October 1936).

City Gardens. This building was purchased from the city and moved from its original location at 12th and Folsom streets to the corner of 10th and Howard streets (the portion of the parcel presently occupied by St. Joseph's Church). A convent was also erected on the St. Joseph's Church property shortly thereafter.³

Father Gallagher died in 1882 and was succeeded by Father Patrick Scanlon. Father Scanlon was born in County Kerry, Ireland, and educated at All Hallows' College near Dublin until he was ordained as a priest in 1864. In 1865, Father Scanlon was sent to California, where he worked in Mariposa and Sacramento before coming to St. Joseph's Parish in San Francisco. Father Scanlon further improved St. Joseph's schools and secured the Brothers of Mary to take charge of the boys' school in 1886. Father Scanlon also built a new residence for the clergy and improved the boys' school facilities. The parish continued to flourish under Father Scanlon, with over twelve thousand predominantly Irish parishioners in regular attendance. Upon Father Scanlon's death in 1904, Father Patrick E. Mulligan, who was born in San Francisco and attended St. Mary's College, was appointed as the third pastor of St. Joseph's Parish.⁴ (Figure 2).



Figure 2. Father Patrick E. Mulligan, 1906.
Source: San Francisco Call-Bulletin, 3 December 1906.

The 1906 Earthquake and Fire decimated the entire South of Market Area, and St. Joseph's Church and its associated buildings were all destroyed. The congregation of St. Joseph's Church celebrated the first Mass after the disaster, on Sunday April 22, 1906, at the McDade home at 17th and Bryant streets⁵. By 1907, Father Mulligan led the congregation in erecting a temporary church on the site of the former St. Joseph's Church and had already begun constructing new school and residence buildings. Mass was held in the hall of the temporary church for eight years, until the completion of the large permanent church on the corner of the property. The temporary hall was later converted into a gymnasium and parish assembly hall, and currently houses part of the day-care center. After the fire, the clergy lived in the rear

³ Ibid.

⁴ Ibid.

⁵ *San Francisco Chronicle* (San Francisco), 25 October 1936.

of the temporary church until the completion of the rectory in 1908 on Howard Street, where the brothers' home had formerly stood. The convent was reconstructed behind the school as well.⁶



Figure 3. "Architect's Drawing of Proposed St. Joseph's Church," 1913.
Source: San Francisco Examiner, 27 April 1913.

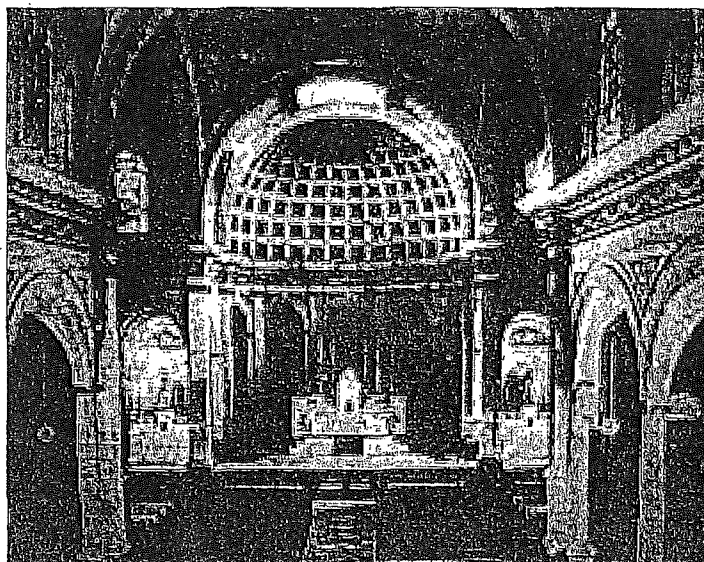


Figure 4. St. Joseph's Church interior, 1915.
Source: San Francisco Chronicle, 27 June 1915.

⁶ Archdiocese of San Francisco, "The History of St. Joseph's Parish."

Construction began on the present St. Joseph's Church in 1913. Father Mulligan selected architect John J. Foley to design the massive structure (Figure 3). Foley's striking Romanesque Revival design featured steel and brick masonry construction, with two towers capped by gilded domes flanking the primary entrance. The new church was to have a seating capacity of 1,000, with white eastern oak pews crafted by Dubuque Altar Manufacturing Company in Dubuque, Iowa, and stained glass windows depicting biblical scenes lining the walls.⁷ The cornerstone for St. Joseph's Church was laid by Archbishop Riordan on April 27, 1913, and construction was completed one year later.⁸ St. Joseph's Church was dedicated in November 1914, and the altars were consecrated in June 1915.⁹ (Figure 4). Father Richard Collins succeeded Father Mulligan as pastor on March 1, 1929.¹⁰

As the South of Market Area was rebuilt in the first half of the twentieth century, it became more industrial and never fully regained its previous residential character. Many of the Irish families who had once inhabited the area did not return, and the composition of St. Joseph's congregation gradually changed. By the 1950s, the church's membership was composed largely of Latino and Filipino immigrants.¹¹ St. Joseph's Church and its associated buildings underwent a series of renovations in the late 1950s and early 1960s by architects Wilton Smith and John G. Minton; a garage, a convent, and a school were also constructed on the site.¹² Additionally, a concrete shrine modeled after the famous grotto at Lourdes in France was built in the garden next to the church in the 1950s, and was dedicated to Our Lady of Fatima.¹³ (Figure 5).

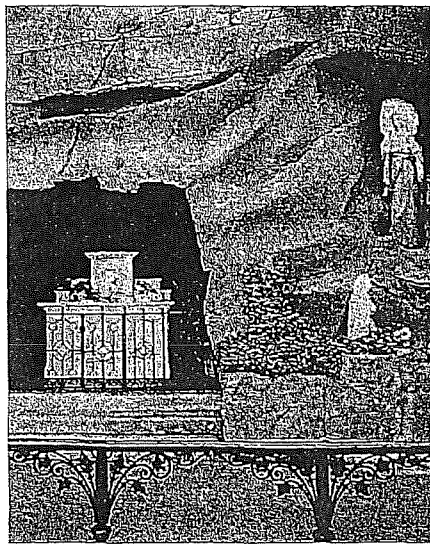


Figure 5. Grotto in courtyard, n.d.
Source: Willard, *Sacred Places of San Francisco*, 108.

In 1968, St. Joseph's began to host the celebration of the feast of the *Santo Niño de Cebu*, the Filipino patron saint. The festival became a major celebration complete with a parade and a fiesta, and was extremely popular among the Filipino community. By 1979, St. Joseph's Church had become the home of

⁷ Archdiocese of San Francisco Archives.

⁸ *San Francisco Examiner* (San Francisco), 27 April 1913.

⁹ *San Francisco Chronicle* (San Francisco), 23 November 1914, 27 June 1915.

¹⁰ "History of St. Joseph's Parish," *Diamond Jubilee of St. Joseph's Church*.

¹¹ "St. Joseph's Church," National Register of Historic Places Nomination Form (23 November 1981).

¹² Building Permit Applications.

¹³ Ruth Hendricks Willard and Carol Green Wilson, *Sacred Places of San Francisco* (Novato: Presidio Press, 1985), 107.

the largest Filipino parish in San Francisco. A marble chapel which enshrined the *Santo Niño de Cebu* was dedicated in 1980 as the "National Shrine of Filipinos in the United States of America," and was the first shrine to the *Santo Niño de Cebu* to be constructed outside the Philippines (no longer extant).¹⁴

The Loma Prieta Earthquake in 1989 damaged St. Joseph's Church, which was immediately closed and declared seismically unstable. As the combined result of the expense to repair the church and the overall decline in church attendance in San Francisco, St. Joseph's Church remained closed. In order to help the parishioners of St. Joseph's find a new place of worship, St. Joseph's merged with neighboring St. Patrick's parish, and on March 19, 1994, a symbolic procession from St. Joseph's Church to St. Patrick's Church was held along Mission Street. In 1997, the parish buildings on the St. Joseph's site were converted into a center for homeless families and pregnant women. Operated by Catholic Charities of the Archdiocese, the center opened on June 13, 1997, as St. Joseph's Village.¹⁵ Today, St. Joseph's Church is no longer associated with the other buildings on the site.

CONSTRUCTION CHRONOLOGY

1860s-1890s

1861: St. Joseph's Parish established on southwest corner of 10th & Howard streets.

1900s

1906: Original St. Joseph's Church destroyed by San Francisco Earthquake & Fire.

1907: Parish hall (still extant, but no longer associated with the parcel containing the church) constructed for use as a temporary church and school.¹⁶ A 16' x 20' wood-frame horse stable was also constructed on the St. Joseph's Church site.¹⁷

1908: Rectory (still extant, but no longer associated with the parcel containing the church) constructed. The two-story wood-frame building was designed by an unknown architect for use as clergy residences.¹⁸ A convent (no longer extant) was also constructed on the rear of parcel at around this time.

1910s

1911: Alterations to convent (formerly located on rear of parcel, no longer extant)—addition of basement and mansard roof; completed by architect John J. Foley.¹⁹

¹⁴ Burns, *History of the Archdiocese of San Francisco*, vol. III, 32; "St. Joseph's Church," National Register of Historic Places Nomination Form (23 November 1981).

¹⁵ Burns, *History of the Archdiocese of San Francisco*, vol. III, 45.

¹⁶ San Francisco Architectural Heritage, Vertical Files: "220 10th Street." Note: Sanborn Fire Insurance maps list date of construction as "1913," as does San Francisco Planning Department's Parcel Information Database. The original building permits were not found to verify this information.

¹⁷ Building Permit Application #8225 (20 February 1907).

¹⁸ San Francisco Architectural Heritage, Vertical Files: "1415 Howard Street," San Francisco Assessor's Office. Note: Original building permits were unavailable at the time of this report.

¹⁹ John J. Foley, "St. Joseph's Parish Convent," Plans (1911); Building Permit Application #26218 (2 June 1911).

1913: St. Joseph's Church constructed. Designed in the Romanesque Revival style by architect John J. Foley, the cornerstone was laid in April 1913.²⁰ The steel-frame masonry church was dedicated in November 1914, and the altars were consecrated in June 1915.²¹

Circa 1915: Alterations to Parish Hall—two 35' towers added to primary façade of parish hall by architect John J. Foley.²²

1920s-1940s

No activity recorded. (Figure 6).

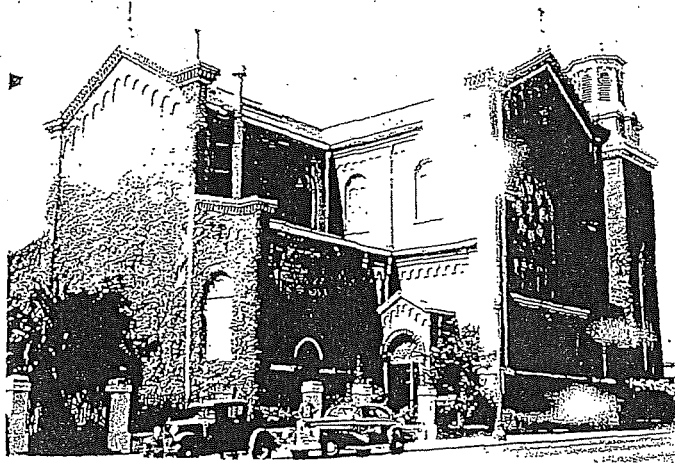


Figure 6. St. Joseph's Church, 1946.

Source: St. Paul Fire and Marine Insurance Company, "St. Joseph's Church," (San Francisco: unpublished case report, 1 October 1946), in Archdiocese of San Francisco Archives.

1950s

Circa 1950: Construction of rock-like concrete grotto, built as a shrine to Our Lady of Fatima (demolished in 1999).²³

1952: Alterations to St. Joseph's Church complex completed by architects Wilton Smith and John G. Minton and contractor Frank Portman, Jr.

Church—install new lights; install metal railings on 10th Street side; install 4 overhead doors in existing ports; repair stained glass windows.

Other buildings—various alterations and demolition work.²⁴

1956: Alterations to St. Joseph's Church—remove existing wood floor and install concrete floor; replace and relocate pews; relocate altar; install cabinets in sacristy; build new confessionals; lower metal

²⁰ *San Francisco Call-Bulletin* (San Francisco), 28 April 1913.

²¹ *San Francisco Chronicle* (San Francisco), 23 November 1914, 27 June 1915; *San Francisco Examiner* (San Francisco), 23 November 1914.

²² Sanborn Fire Insurance Maps (1913, 1929, & 1986); San Francisco Architectural Heritage, Vertical Files: "220 10th Street." Note: The building appears without the towers on the 1913 Sanborn Map, but did appear on a 1929 Sanborn Map.

²³ "St. Joseph's Church and Complex," National Register of Historic Places Nomination Form (23 November 1981).

²⁴ Building Permit Application #151746 (11 December 1952); Wilton Smith, San Francisco, to Rev. Msgr. Harold E. Collins, San Francisco, 26 December 1952, in Archdiocese of San Francisco Archives.

lath and plaster ceiling and install new light fixtures in baptistry. Work completed by contractor Frank Portman, Jr. and architect Denis Shanagher for an estimated cost of \$31,000.²⁵

1960s

1960: Permit issued for the construction of a four-car concrete garage at 220 10th Street (still extant, but no longer associated with the parcel containing the church). Designed by architect Wilton Smith, the garage was completed for an estimated cost of \$5,000.²⁶ St. Joseph's School at 250 10th Street was also constructed by architect Wilton Smith at this time.²⁷

1961: Permit issued for erection of concrete building at 244 10th Street to be used as a convent (still extant, but no longer associated with the parcel containing the church). The convent was designed by architect Wilton Smith and was completed for an estimated cost of \$504,606.²⁸

1967: Alterations to St. Joseph's Church complex completed by contractor Frank Portman, Jr. and architect Denis Shanagher for an estimated cost of \$26,000.
Rectory—construct addition at rear; remodel kitchen (new cabinets, windows, floor, etc.); remodel bathrooms upstairs and install new bathrooms downstairs; install new gate at entrance.²⁹
Parish Hall—create new door openings and concrete stairs with railings; install new heaters and exhaust fans; install new vinyl asbestos floor covering.³⁰

1970s-1980s

1985: Alterations to Parish Hall—move partition; add new room; add new stairway; install new sheetrock, and re-sheetrock three classrooms. Work completed by contractor Stephen M. Smith for an estimated cost of \$15,000.³¹

1989: St. Joseph's Church damaged in Loma Prieta Earthquake. The church was declared seismically unstable and was closed.

1990s

1994: St. Joseph's Parish merged with St. Patrick's Parish on Mission Street.³²

1997: St. Joseph's Village opens in the parish buildings as homeless shelter and child-care center operated by Catholic Charities of the Archdiocese.³³

1999: Alterations to Rectory—remove shrine to provide space for access ramp; add handicap access ramp; install fire alarms and fire suppression system; renovate interior to provide housing for 35 people (add bathrooms, kitchen, rooms); reduce windows on west elevation.³⁴

²⁵ Building Permit Application #337884 (15 December 1956).

²⁶ Building Permit Application #237643 (17 June 1960).

²⁷ Sanborn Fire Insurance Map, San Francisco (1986).

²⁸ Building Permit Application #244156 (1 February 1961).

²⁹ Building Permit Application #349245 (13 October 1967).

³⁰ Building Permit Application #349244 (13 October 1967).

³¹ Building Permit Application #8502825 (20 March 1985).

³² Burns, *History of the Archdiocese of San Francisco*, vol. III, 45.

³³ *Ibid.*

³⁴ Building Permit Applications #9802661, #9822109, and #9900789 (19 March 1999).

2000s

2003: Alterations to St. Joseph's Church—remove 31 stained glass windows. The process included removal of interior wood trim, glazing or sealant, and stained glass.³⁵

2008: The archdiocese sells the property to a private developer.

2011: St. Joseph's Church remains vacant. The rectory, parish hall, convent, school, and garage buildings are no longer associated with the parcel containing St. Joseph's Church.

2016: The building permit on structural repairs was issued in May 2016 and the construction started in June 2016. The scope included the restoration work for the roof, new foundations, and structural repairs.

2017: The building permit on the tenant improvements was issued in November. The scope of this permit included the new mezzanine, new mechanical and electrical systems, new toilets, new stairs and interior finishes.

2018: The construction of the structural work and TI was completed, and the owners received the Certificate of Final Completion in August.

HISTORIC SIGNIFICANCE

St. Joseph's Church is a designated San Francisco City Landmark (#120) and is listed in the National Register of Historic Places (#1982002250).

National Register of Historic Places

The National Register of Historic Places is the nation's most comprehensive inventory of historic resources. The National Register is administered by the National Park Service and includes buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level. Typically, resources over fifty years of age are eligible for listing in the National Register if they meet any one of the four criteria of significance and if they sufficiently retain historic integrity. However, resources under fifty years of age can be determined eligible if it can be demonstrated that they are of "exceptional importance," or if they are contributors to a potential historic district. National Register criteria are defined in depth in *National Register Bulletin Number 15: How to Apply the National Register Criteria for Evaluation*. There are four basic criteria under which a structure, site, building, district, or object can be considered eligible for listing in the National Register. These criteria are:

Criterion A (Event): Properties associated with events that have made a significant contribution to the broad patterns of our history;

Criterion B (Person): Properties associated with the lives of persons significant in our past;

³⁵ "St. Joseph's Church," Landmarks Preservation Advisory Board Case Report #2003.0197A (21 May 2003).

Criterion C (Design/Construction): Properties that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant distinguishable entity whose components lack individual distinction; and

Criterion D (Information Potential): Properties that have yielded, or may be likely to yield, information important in prehistory or history.

A resource can be considered significant on a national, state, or local level to American history, architecture, archaeology, engineering, and culture. The following examines the significance of St. Joseph's Church under these criteria:

St. Joseph's Church is currently listed in the National Register under Criteria A (Event) and C (Design/Construction) in the areas of architecture, religion, and ethnic history for a period of significance from 1906 to 1914. The church, which is no longer associated with any of the adjacent buildings that once formed the church complex (including the rectory and parish hall that were included in the nomination), is significant for its association with the reconstruction of the South of Market Area and religious institutions following the 1906 Earthquake and Fire. The church also played an important role in the ethnic history of San Francisco, having witnessed the change from a predominantly Irish Catholic parish to a Filipino parish. St. Joseph's Church is also architecturally significant as an excellent local example of Romanesque Revival architecture, and as a typical example of ecclesiastical architecture of this period.³⁶

San Francisco City Landmark

Under Article 10 of the San Francisco Planning Code, the evaluative criteria used by the Landmarks Board for determining eligibility are closely based on those developed for use by the National Park Service for the National Register of Historic Places.

St. Joseph's Church was listed as San Francisco City Landmark #120 in 1980. The Landmarks Board nomination form attributes the significance of St. Joseph's Church to its meaning to ethnic groups in the city, especially the Irish and Filipino communities; its contribution to education in San Francisco, namely the establishment of one of the city's first parochial schools; and its association with the development of the South of Market Area. The grounds, rectory, and parish hall were included in the landmark nomination as contributing features to the site.³⁷ St. Joseph's Church is currently owned by a different entity and is no longer associated with the rectory or parish hall. Additionally, the church is no longer associated with the garage, convent, or school, which were not included or listed as contributing resources in the nomination.

South of Market Survey & Area Plan

The South of Market Area Plan (Area Plan or Plan) is a component of the city's General Plan that contains a set of objectives and policies created by the San Francisco Planning Department to guide decisions affecting the development of San Francisco's South of Market neighborhood. The South of Market Area Plan is primarily geared towards guiding residential development and public facilities within the area covered by the plan, which roughly is bordered by South Van Ness, Mission, Townsend and

³⁶ "St. Joseph's Church and Complex," National Register of Historic Places Nomination Form (23 November 1981).

³⁷ "Final Case Report: St. Joseph's Church & Complex," San Francisco Landmarks Preservation Advisory Board Nomination Form (5 March 1980).

Second Streets.³⁸ The Plan provides for a mixture of low-income residential areas, rent-sensitive small business areas, and downtown visitor and office industries. The South of Market Area Plan identified a couple of potential historic districts and included a list of individually significant buildings outside those districts. St. Joseph's Church (1401 Howard Street) is listed as a "significant building located outside the proposed historic district" in the South of Market Area Plan.³⁹

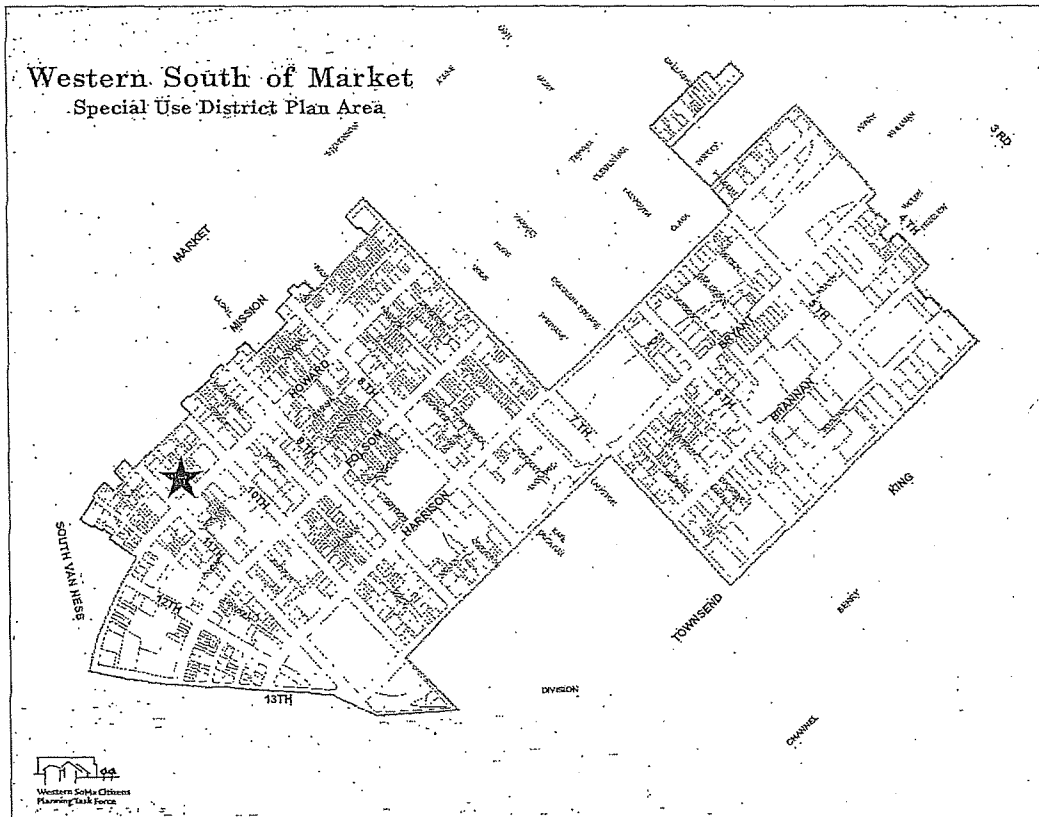


Figure 7. Parcel map of the Western SoMa Community Plan area, with St. Joseph's Church marked with a star. Source: San Francisco Planning Department; altered by author.

In conjunction with the Western SoMa Community Plan (2011), the Planning Department undertook a survey of historic resources within the Plan area. The SoMa Historic Resources Survey was adopted by the Historic Preservation Commission in July 2010. As part of this survey, St. Joseph's Church was found to be a contributor to the proposed "Western SoMa Light Industrial & Residential Historic District," which appears eligible for listing in the National Register of Historic Places.

³⁸ San Francisco Planning Department, *Area Plan: South of Market*, 6 July 1995, <http://www.sfgov.org/site/planning_index.asp?id=24896> (1 November 2007).

³⁹ San Francisco Planning Department, *Area Plan: South of Market*, 6 July 1995, <http://www.sfgov.org/site/planning_index.asp?id=24896> (1 November 2007).

CHARACTER-DEFINING FEATURES

For a property to be eligible for national, state, or local 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 St. Joseph's Church include, but are not limited to:

Exterior

- Cruciform plan
- Massing
- Faux-stone stucco
- Sheet metal architectural elements including cornices, upper towers, gilded domes and crosses
- Wooden window tracery
- Shapes of window openings
- Granite steps
- Wooden doors

Interior

- Marble wainscoting and floor in the lobby and side exit vestibules
- Decorative plaster elements including moldings, dentil cornice, pilasters and columns, vaults and coffered ceilings
- Oak woodwork including doors, door frames, window frames, column bases and railings
- Stained glass in the bell towers and rear office
- Interior volume over 50 feet high

The character-defining features of the overall site include, but are not limited to:

- Low brick perimeter wall with brick piers and metal fence
- Low concrete curb at northeast corner
- Landscaped open space surrounding the church
- Flat grade of the site

ARCHITECTURAL DESCRIPTION

St. Joseph's Church (1401 Howard Street; APN 3517/035) is located on an irregular-shaped lot on the southwest corner of 10th and Howard streets in San Francisco's South of Market Area (Figure 8). The church was previously the focal point of a complex of six buildings that were once associated with St. Joseph's Parish. Four of the other buildings—St. Joseph's School, Convent, Parish Hall, and Rectory—are under different ownership and are no longer associated with the church. The garage (APN 3517/036) has since been demolished and now serves as a parking area for St. Joseph's Church.

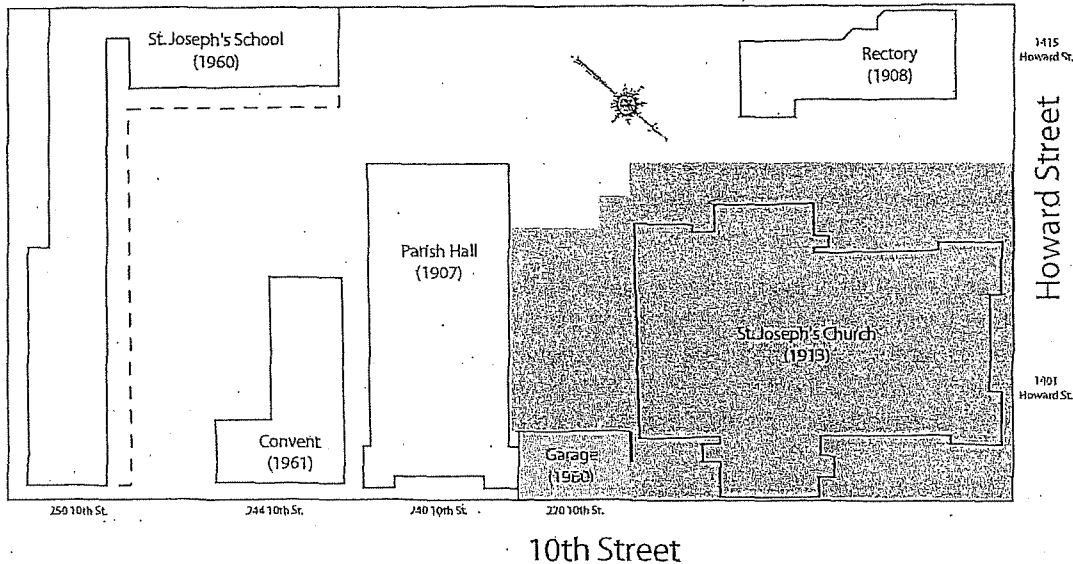


Figure 8. Site plan of the former St. Joseph's Church complex. The parcel on which the church is located (APN 3517/035) is shown in red. The rectory, parish hall, convent, and school buildings are no longer associated with St. Joseph's Church. The garage has since been demolished, and the parcel (APN 3517/036) is now associated with the subject building, shown in blue.

Source: Page & Turnbull.

Exterior

Constructed in 1913, St. Joseph's Church is a three-story, steel-frame masonry church designed in the Romanesque Revival style (Figure 9). The cruciform-plan building is clad in stucco, scored to simulate stone, and sits on a concrete foundation and is capped by a gable roof. The building features a combination of large stained glass lancet windows, arched windows with keyhole details and contemporary glazing, and large rose windows. A layer of protective glazing has been installed at the exterior of the lancet windows. Typical doors include paneled wood doors with either an arched stained glass transom or a decorative wood paneled tympanum.

The primary façade faces north onto Howard Street and is symmetrical. The main entrance is located in the center section of the façade and three sets of paired double doors with quatrefoil paneling (Figure 10). The main entrance is accessed via granite steps with two metal hand rails. Flanking either side of the stairs are two contemporary steel planters. Each door is surrounded by a Roman arch with dentil molding and a paneled wood tympanum. These doors are separated by paired engaged Corinthian columns. On the upper floors, a large rose window set into a large, recessed arch dominates this portion of the façade. The center section of the primary façade terminates in a gable roof with a pressed metal raked cornice supported by dentils and a corbel table and is capped by a gold-cross finial.

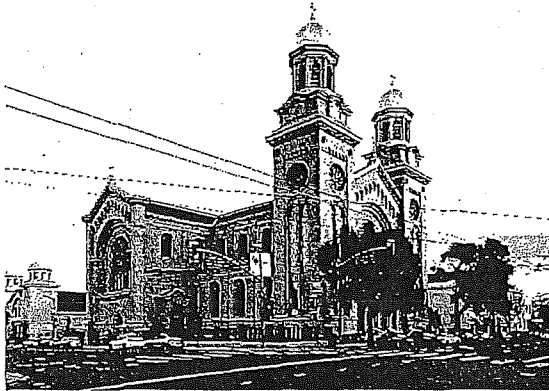


Figure 9. St. Joseph's Church. View south from Howard Street. Source: Rick Stapleton, September 2018.

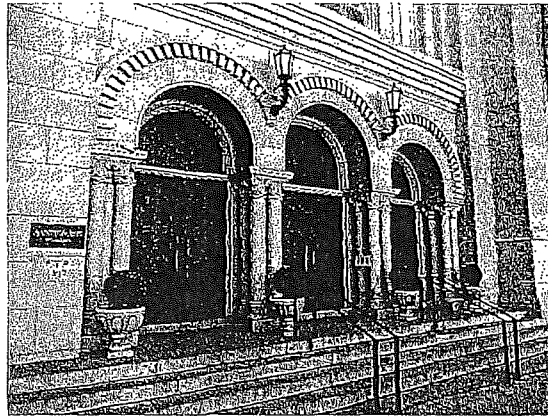


Figure 10. Main entrance to St. Joseph's Church. Source: Page & Turnbull, April 2019.

The center gabled section of the primary façade is flanked by two square corner towers. Each tower contains a rose window above a pair of tall lancet windows of geometric stained glass separated and flanked on either side by colonettes. The towers terminate in a cornice, dentil molding, and corbel table similar to those found throughout the building. Octagonal cupolas with arched vents separated by engaged Ionic columns support the gold domes with gold crosses that crown the towers.

The east (10th Street) façade is similar to the primary façade in detailing and organization. The overall form of the east façade features a corner tower at the north end, a long recessed section with clerestory windows above a projecting first floor, the transept end in the center, and another recessed section at the south end. The treatment of the corner tower is identical to the treatment of the towers on the primary façade. The long recessed section features a projecting ground floor capped by a shed roof. A simple pressed metal cornice supported by a corbel table and a row of arched windows with decorative steel muntins (formerly stained glass windows) separated by pilasters decorate the ground floor. A row of similar but smaller windows and pilasters occupies the clerestory. The transept end repeats the detailing of the center section of the primary façade but has a solid wall instead of an entrance on the ground floor and is topped by a gold cross finial (Figure 11). Projecting portals are located on either side of the transept and feature gable roofs supported by corbel tables and door treatments similar to those found at the main entrance. A contemporary steel planter is located along the transept, at the 10th Street sidewalk (Figure 12). A covered, concrete stairwell provides access to a door below ground level, north of the east transept.

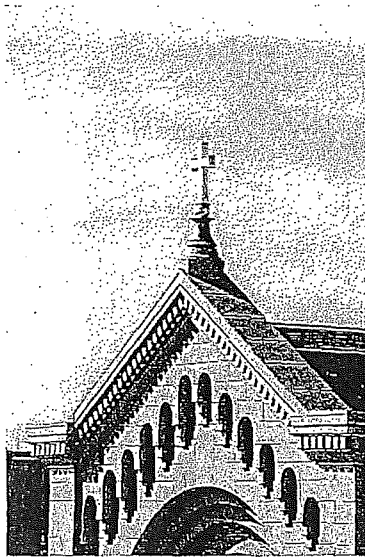


Figure 11. Detail of corbel table and cornice on the transept. Source: Rick Stapleton, September 2018.

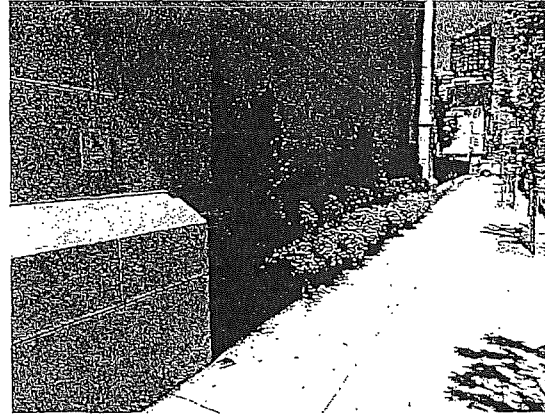


Figure 12. Contemporary steel planter at transept of east façade. Source: Page & Turnbull, April 2019.

The west façade has a similar overall composition and features similar treatments to the east façade. An accessible concrete ramp with metal handrails runs along the recessed portion of the west façade, accessing the projecting portal on the north side of the transept (Figure 13). South of the west transept is a small recessed area and a projecting bay. Concrete steps with metal handrails access a door on the south side of the transept and on the north side of the projecting bay (Figure 14).

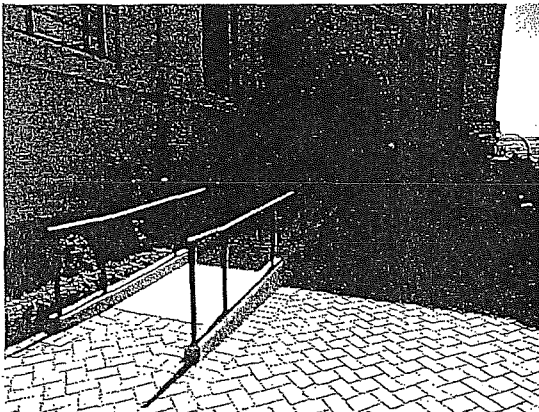


Figure 13. Accessible concrete ramp on the west façade.



Figure 14. Recessed area between the west transept (left) and projecting bay (right).

The rear (south) façade is dominated by a blank wall clad in molded stucco; it has a gable roof with raked pressed metal cornice, dentil molding, and corbel table similar to those found on the primary façade (Figure 15). A structural steel frame spans the blank wall of the rear façade, between the pilasters and below the corbel table (Figure 16). The metal frame is composed of one horizontal beam and two vertical beams; between the vertical beams are metal mesh screens with climbing vine plantings. The gable end is flanked by one-story projections that feature multi-light steel sash windows with arched transoms, pilasters, and the church's characteristic pressed metal dentilated cornice. A metal bike rack is mounted on the wall of the west projecting volume.

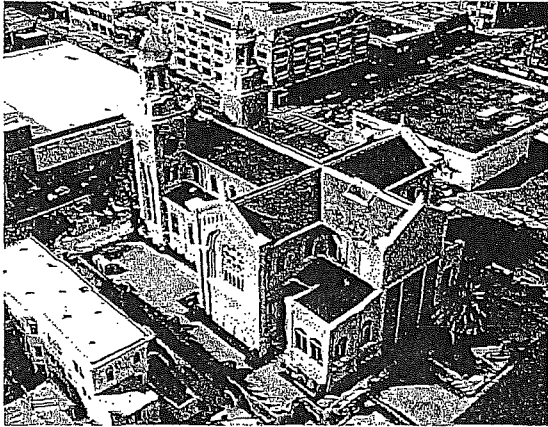


Figure 15. St. Joseph's Church, south and west façades. View north from midblock.
Source: Google Maps, 2019.



Figure 16. Structural metal frame with mesh screen and climbing vines on rear (south) façade.
Source: Page & Turnbull, April 2019.

Interior

The interior of St. Joseph's Church is a classic cruciform basilica plan, with a narthex, barrel vaulted nave, clerestory, side aisles, and a barrel vaulted transept. The three entrance arches of the Howard Street façade open into a marble-paneled narthex with coffered plaster ceiling, marble floor, and contemporary light fixtures (Figure 17). Three round-arched, heavy wooden doors with leaded glass insets open into the nave. On either side of the narthex through arched doorways with glass transoms are small rooms that form the first floors of the towers. The room to the west is the former baptistery, which opaque glass windows and a contemporary mural painted on the walls (Figure 18). On the east side of the narthex is a small room with green and yellow diamond pane stained glass and stairs leading up to a mezzanine.



Figure 17. Narthex, looking east. Source: Page & Turnbull, April 2019.

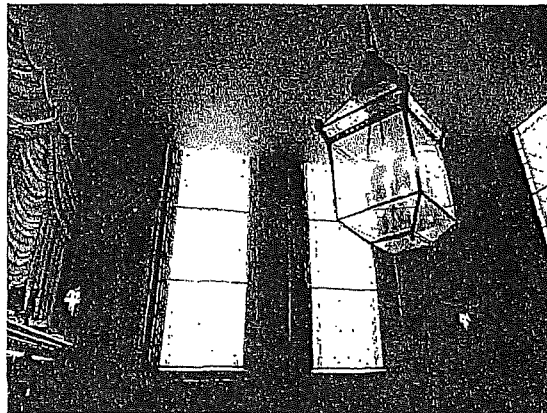


Figure 18. Former baptistery, west of the narthex, with painted mural. Source: Page & Turnbull, April 2019.

From the narthex, the nave is a large linear open space with a coffered plaster barrel vault ceiling. The flat concrete floor features radiant heating. Beneath the clerestory on each side are aisles that are supported by four arches springing from columns; the columns have white oak bases and are capped with gilded Scamozzi capitals. A cornice with dentils and acanthus leaf modillions runs above the arches and extends the length of the nave. On the east and west walls, pointed arch windows with keyhole wooden tracery are located in the aisles and the clerestory.

Large rose windows dominate the transept ends and the northwest end of the nave above the entrance. A former choir loft is located above the entrance and are recessed over the narthex (Figure 19). At the south end of the church, the former altar area is a raised wooden platform reached by wood steps (Figure 20). The altar is surrounded by a semicircular series of arched niches with ionic columns and pilasters on oak bases. Photographic murals have been installed in the center three arched niches. Above the columns is a coffered half dome, with gilded flowers inset into the coffers. A large steel skylight allows light into the altar area.

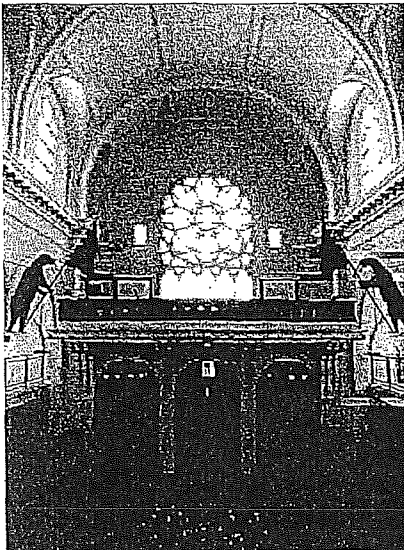


Figure 19. St. Joseph's Church interior, looking north toward choir loft. Source: Page & Turnbull, April 2019.

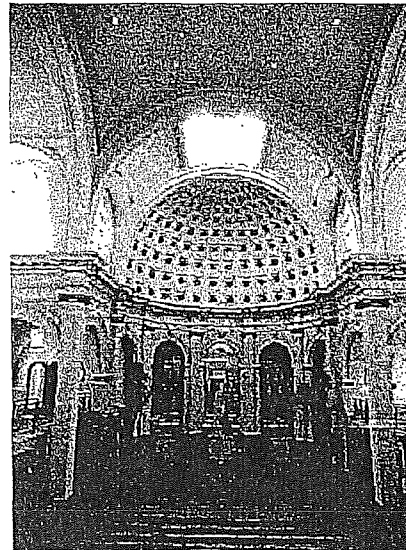


Figure 20. St. Joseph's Church apse, looking south. Source: Page & Turnbull, April 2019.

To the west of the altar is the former sacristy which features an arched ceiling, rounded arch windows. A contemporary mural has been painted on the concrete walls of the former sacristy (Figure 21). To the east of the altar is an office, which has a large painted stained glass window and a rounded arch door.

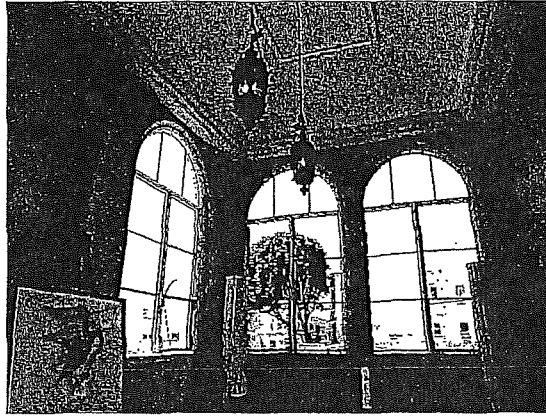


Figure 21. Former sacristy, with a contemporary painted mural. Source: Page & Turnbull, April 2019.

A non-original steel frame, open mezzanine with concrete floors runs along the full length of the aisles and crosses over the nave, just north of the transept (Figure 22). A metal balustrade with thin metal quatrefoil panels surrounds the mezzanine (Figure 23). Although the mezzanine runs along the exterior walls, it is not attached to the walls. Seating areas, divided by hanging curtains, are located along the aisle, below the mezzanine. On the ground floor of the east transept, at the former location of the confessionals, partition walls enclose a restroom area which features four narrow toilet rooms and two larger, accessible toilet rooms. On the ground floor of the west transept, is a free-standing open servery (Figure 24). The mezzanine level is accessed via straight stairs along the west wall of the west transept and a wheelchair elevator at the west end of the apse (Figure 25).

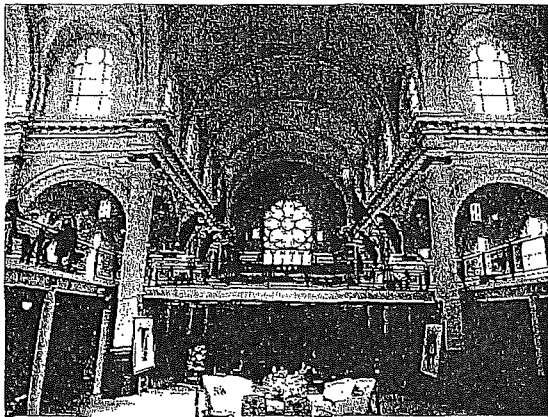


Figure 22. Non-original mezzanine along the aisles and spanning the nave, looking north. Source: Page & Turnbull, April 2019.

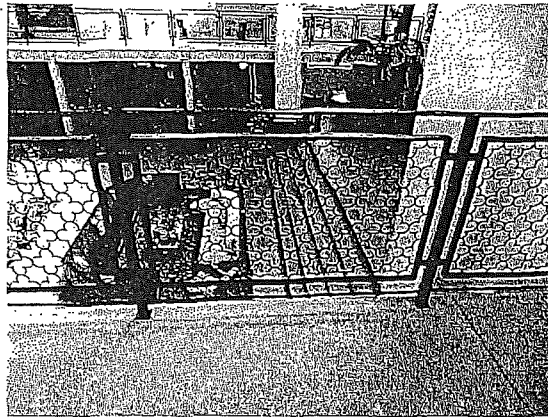


Figure 23. Mezzanine balustrade, looking down toward the nave. Source: Page & Turnbull, April 2019.



Figure 24. Servery area below the mezzanine in the west transept, looking northwest. Source: Page & Turnbull, April 2019.

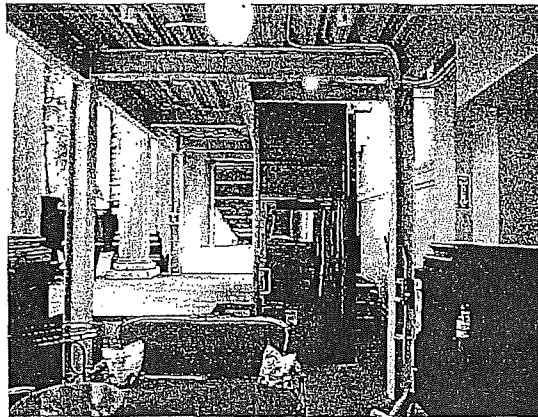


Figure 25. Wheelchair elevator accessing the mezzanine at the west end of the apse, looking south. Source: Page & Turnbull, April 2019.

Restrooms are located at either end of the east transept at the mezzanine level, behind a partial-height museum style wall (Figure 26). A marble, former alter has been converted to feature a sink at either end. A small gallery is located at the mezzanine level, east of the apse (Figure 27). A free-standing bar area, and partial-height storage area is located in the west transept at the mezzanine level. The two towers, located east and west of the narthex and choir loft, feature large stained glass lancet windows, rose windows, and non-original, metal-frame seismic bracing and concrete shear walls. A rope in the east tower operates an original bell (Figure 28). A non-original, free-standing spiral metal staircase accesses a small room above the lancet windows in the west tower (Figure 29). The church also has a one-room basement in the southwest corner of the building accessed by an exterior staircase.

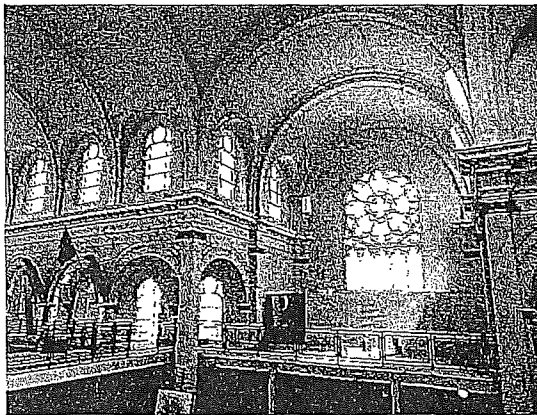


Figure 26. View of mezzanine level east transept. Restrooms are located behind the partial-height wall. Source: Page & Turnbull, April 2019.

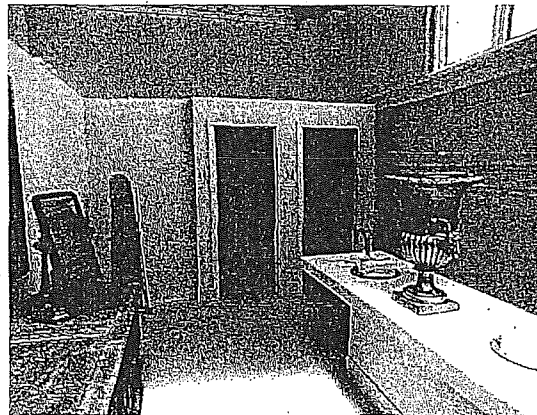


Figure 27. Restrooms, including a marble alter converted to sinks, on the mezzanine level of the east transept. Source: Page & Turnbull, April 2019.

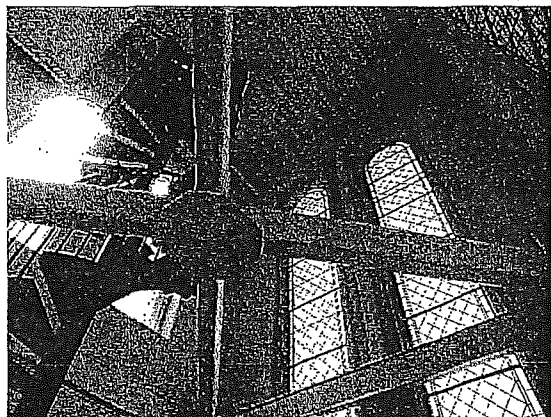


Figure 28. West tower, featuring seismic bracing and a spiral staircase. Source: Page & Turnbull, April 2019.

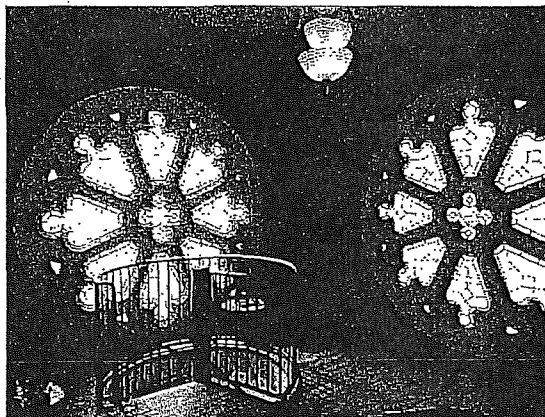


Figure 29. Small room at top of west tower, with rose windows. Source: Page & Turnbull, April 2019.

Site

The south and west perimeters of the site, which abut adjacent properties, are lined by a chain-link fence. A courtyard at the northwest corner of the site, a landscaped area at the northeast corner, and a parking area at the southeast corner, are all enclosed by metal fencing. A small garage constructed in 1960 (220 10th Street), located southeast St. Joseph's Church, was demolished in 2018 and the area was paved with scored concrete. The parcel on which the garage was located, APN 3517/036, is owned by 1401 Howard LLC, located within the same fenced area as St. Joseph's Church, and is currently used as parking area for St. Joseph's Church (Figure 30). A palm tree located north of St. Joseph's Church was retained and is surrounded by a low concrete planter. The area along the west side of St. Joseph's Church features a courtyard and walkways with herringbone pattern stone paving (Figure 31). Plantings line the perimeter of the courtyard and walkways, and various benches, fountains, and sculptural elements are installed throughout.



Figure 30. Concrete parking area southeast of St. Joseph's Church, at the former location of the garage, looking south.

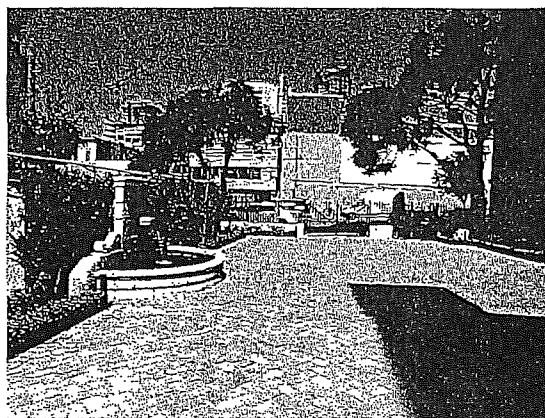


Figure 31. Courtyard at northwest corner of the site, looking north.

Surrounding Buildings

There are four buildings in the immediate vicinity that were formerly associated with St. Joseph's Church. These include a rectory constructed in 1908 (1415 Howard Street), a parish hall constructed in 1907 that served as a temporary church and school until the completion of the main sanctuary (240 10th Street), a convent constructed in 1961 (244 10th Street), and a school constructed in 1960 (250 10th Street). These buildings are located on individual parcels separate from the subject property and are not owned by 1401 Howard LLC. They are no longer associated with St. Joseph's Church.

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EXISTING CONDITIONS & TREATMENT RECOMMENDATIONS (2014)

The following existing conditions and treatment recommendations were developed by Page & Turnbull in 2014, prior to the rehabilitation/restoration project which was completed in the summer of 2018.

EXTERIOR

Perimeter Fence

Description

A discontinuous metal fence is located around the perimeter of the property. At the northwest and southeast corners of the property, the fence rests on a brick curb with brick piers. At the northeast corner, a non-historic metal fence rests on a concrete curb without piers. A gated driveway in the fence on Howard Street provides vehicular access to the church and the garden area on the west side of the property. A double metal gate on 10th Street provides access to the church and the garden area at the northeast corner of the property. A single metal gate on 10th Street provides access to the rear of the church.

Condition

The condition of the fence, gates, curbs, and piers varies from poor to good condition. The following deterioration was observed:

- Corroded metal at some locations where the fence is set into the curb (Figure 32a and Figure 32c).
- Graffiti at some locations (Figure 32c).
- Gaps and voids at some curb and pier attachments (Figure 32c).
- Damage to the metal fence at the northeast corner of the property caused by an automobile collision (Figure 32b).
- Piers are displaced in some locations (Figure 32a).

Recommended Treatments

- The direction of the swing of all gates should be reversed to be in the direction of egress. The gates should be prepared, primed, and painted, and latch and lock sets should be provided. The original hinges should be retained at the piers.
- At the gate on Howard Street, the mortar joints should be cut to reveal the corroded fence and gate anchors that have displaced the brick piers. The metal should be repaired and painted, and the displaced sections of the piers should be reset in the original locations and grouted. The cement plaster parge should be repaired as required to match the original.
- The fence should be prepared, primed, and painted. The gaps and voids should be filled with mortar at the base and column attachments. Where the fence is set into the curb and is corroded, the metal should be repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb.
- At the piers, the cement plaster parge should be cleaned and graffiti should be removed or painted over. The cement plaster parge should be repaired to match the existing adjacent color and texture as required.
- At the west tower, the attachment of the fence to the building and piers should be repaired.

Granite Steps

Description

Granite steps are found at all main entrances to the church including the main portal at Howard Street, and both north and south entrances to the east and west transepts. The main portal steps are composed of six tiers of square-cut granite blocks of varying dimensions. The four entrances to the transepts feature granite treads embellished with a decorative bull nose reveal, and vary from two tiers of tread at the north entrance of the east transept, to five tiers of tread at the east transept's south entrance.

Condition

The granite steps are generally in good condition. The following deterioration was observed:

- Mortar loss, particularly in the vertical joints of the main portal steps (Figure 33a).
- Uneven settling of the east side of the main portal steps evidenced by the approximately 1.5-inch gap between the third and fourth step (Figure 33b).
- Biological growth and soiling (Figure 33c).
- Paint spatters (Figure 33a).
- Spalling surface of the granite (Figure 33d and Figure 33e).

Recommended Treatments

- Existing joints should be raked out and cleared of debris.
- Vertical and horizontal joints should be repointed with a compatible mortar chosen to match the color of the original mortar.
- Uneven settling between the blocks should be monitored and a structural engineer consulted regarding future treatment.
- Algae, moss and other biological growth should be removed with a biocide, water and light brushing with a natural, soft bristle brush. Mock-up tests should be conducted to determine the most effective product and appropriate dwell time.
- Soiling should be removed with the gentlest means possible. This may include a non-ionic detergent in water and light scrubbing with a natural, soft bristle brush, or the use of a commercial stone-cleaner. Mock-up tests should be conducted to determine the most effective product and appropriate dwell time.
- Paint spatters should be removed with a commercial paint stripper. Tests should be conducted to determine the most effective product and appropriate dwell time.
- Stone spalling is likely caused by rising moisture or salts. Further study should be carried out to determine the root cause of the spalling, and it should be addressed before any treatment is carried out.
- Because of the shallow depth of the spalled areas and the difficulty of matching the stone color, patching is not recommended. Spalled areas can be retooled, reducing the surface of the stone by approximately 1/8 – 1/4 - inch, in order to give the tread a smooth surface.

Stucco

Description

St. Joseph's Church is constructed of steel reinforced brick masonry covered in stucco, which is incised to resemble finished stone blocks, arches and corbelling, and used to form columns, capitals and other decorative elements. The stucco veneer is approximately 1-2 inches thick and covers the entire exterior

of the building, except for the cornice and upper portions of the towers, which are constructed of sheet metal.

Condition

The stucco is generally in good condition. The following deterioration was observed:

- General staining and soiling, particularly at upper surfaces near the cornice, and lower surfaces at ground level (Figure 34a).
- Extensive hairline cracking (Figure 34a).
- Spalling, detachment and large areas of stucco loss (Figure 34b).
- Vegetation growth (ivy).

Recommended Treatments

- The existing stucco should be analyzed to determine if it is lime or Portland cement-based. Repairs made with an incompatible stucco formula are likely to fail. These tests can be performed by an architectural conservator.
- Staining and soiling should be removed by the gentlest means possible, this may include light brushing and water washing, poulticing, or cleaning with a commercial agent. Mock-up tests should be conducted to determine the most effective product and appropriate dwell time.
- Areas of significant hairline cracking should be analyzed to determine the root cause of the condition. Investigation may include testing for underlying detachment of the stucco layer, moisture intrusion, structural movement or other causes.
- Climbing vegetation such as ivy should be removed and killed with an herbicide. Because many herbicides contain salts that can damage historic masonry, mock up tests should be conducted to determine an effective product that does not contain salts.
- Spalls and cracks through cement plaster should be repaired. The crack should be routed and patched to match the existing adjacent texture, profile, and appearance.
- The existing deteriorated or detached cement plaster should be removed. New cement plaster should be installed that is compatible with the substrate and the existing plaster to remain.
- Unsound paint should be removed and coated with a new breathable paint coating.

Exterior Lighting

Description

In 2007, two historic lighting fixtures were mounted above the main entry to the church on Howard Street. They have since been removed.

Conditions

In 2007, the historic exterior lighting fixtures appeared to be in good condition (Figure 35a). The current whereabouts of the historic lighting fixtures are unknown. The original mounting hardware remains in place on the north façade of the church (Figure 35b).

Recommended Treatments

- Attempts should be made to locate the historic lighting fixtures. It is possible that they are currently being stored inside the church. If they are not found, new light fixtures that replicate the missing original fixtures should be fabricated and installed.

Roof

Description

The main roof is capped by a cross-gabled roof with slate tiles and features a skylight over the main altar. Parapets with metal coping are located at the gable ends of the main roof. The portals over the entrances to the transepts are also capped by gable roofs with slate tiles. The aisles and auxiliary interior spaces are capped by built-up shed roofs. The two towers are capped by painted sheet metal cupolas with gilded sheet metal domes. Various roof elements are sheet metal, including the ridge vent at the main roof, the skylight, the cupolas and gilded domes, and the crosses on top of the towers and above the pediment of each transept.

Conditions

The slate tile roof is generally in good condition. The built-up roof has reached the end of its serviceable life. The condition of the sheet metal cupolas and gilded domes range from poor to fair. The gilded crosses appear to be in good condition. The following deterioration was observed:

- There are several broken, loose, or missing slate tiles at the main roof (Figure 36d).
- There are many instances of rust-through at the painted sheet metal cupolas (Figure 36a and Figure 37c).
- Surface corrosion and loss of paint and gilding is evident at domes (Figure 36c and Figure 37c).
- The crosses require minor sheet metal and gilding repair (Figure 36b).

Recommended Treatments

- Existing slate roof tile at the main roof and portals should be removed, salvaged, and reinstalled to allow access for structural stabilization of the roof structure. Deteriorated and broken tiles should be replaced with salvage stock or new tile to match the existing. New felt underlayment and galvanized flashing should be installed.
- Existing built-up roofing at the lower roofs should be removed, and new built-up roofing should be installed over new structural decking.
- Roof, flashing, gutters and other drainage system elements should be repaired to ensure that water does not enter the structure. Gutters and downspouts should be cleaned, and drainage spouts should be extended beyond the foundation of the building with flexible tubing.
- Additional or larger downspouts may be required for proper roof drainage. Replace with similar.
- The existing metal skylight should be restored and painted. New tempered glazing and sealant should be installed.
- Sheet metal crosses should be removed and salvaged for reinstallation. They should be cleaned and touched up with new gilding to match the existing.
- Paint and gilding should be removed over the sheet metal domes. Deteriorated sheet metal should be repaired or replaced to match the original profile and appearance. A gold paint should be used to closely match the gold leaf appearance.

Sheet Metal Architectural Elements

Description

Pressed, painted sheet metal is used extensively at St. Joseph's Church for ornate architectural elements, particularly for the cornices of the main structure and the upper third of both towers. The gilded domes of the towers, as well as the crosses on top of the towers and above the pediment of both transepts are constructed of sheet metal. The ridge vent at the main roof is sheet metal. Additionally, the central columns and bases of the towers' double windows are sheet metal.

Conditions

The sheet metal elements are generally in fair condition. The following deterioration was observed:

- Cracking, flaking and loss of the protective paint layer (Figure 37a).
- Corrosion (rusting) of the sheet metal units and connections, causing perforation and rust staining, particularly at the cornice level and upper towers (Figure 37b).
- Loss of paint, gilding and architectural details, particularly on the towers (Figure 37c).

Recommended Treatments

- Scrape and sand peeling or blistering paint.
- Remove corrosion with hand scrapers or a wire brush.
- For panels with heavy corrosion and resulting perforation of the sheet metal unit, there are four options:
 1. Remove corroded panel and replace unit with a new piece of sheet metal cut to the appropriate dimension and profile;
 2. Cut out corroded area of existing sheet metal, braze weld a new piece and grind joint flat;
 3. Cut out corroded area of existing sheet metal, paint, and install painted matching sheet metal patch with mechanical fasteners and a neoprene gasket; or
 4. Cut out corroded area of existing sheet metal and install steel filled epoxy compound to patch small holes.
- Paint all exposed metal with a rust-inhibiting primer, and two coats of color appropriate outdoor paint.
- Missing elements should be replaced to maintain visual consistency. Further research should be conducted to determine the best replacement material, or if sheet metal replicas can be made.
- Sheet metal parapet cap flashing should be replaced with new painted galvanized or stainless steel sheet metal to match the existing profile.

Wood-Sash Windows and Tracery

Description

The windows of St. Joseph's Church are generally fixed wood-sash designed to contain an inner layer of stained glass and an outer, protective layer of translucent glass. Ornate wooden tracery frames the formerly stained glass rose windows of the front façade and east and west transepts, and wooden tracery is used minimally in the apse and clerestory windows of the nave and transepts. Textured, clear glass, originally designed to protect the stained glass, remains in place throughout the building. All window frames are painted beige, in imitation of the faux stone stucco. The long double windows and small rose windows of the towers, and the south facing window of the kitchen, are the only exterior windows that retain original stained glass.

Conditions

The wood window tracery generally ranges from good to poor condition, with the poor condition more evident on the southern and western exposures. The following deterioration was observed:

- Breakage or loss of glazing, causing accelerated deterioration of stained glass, surrounding wood, adjacent masonry, and interior plaster (Figure 38a).
- Rotting, separation and bowing of wooden tracery elements (Figure 38b).
- Cracking, flaking and loss of surface paint (Figure 38c).
- Deterioration and loss of glazing compound.

Recommended Treatments

- A detailed conditions assessment of windows at St. Joseph's Church is necessary to determine the extent of deterioration and appropriate treatments at each window. This should include careful inspection and documentation of each window frame and its conditions, resistance and moisture testing to determine the extent of wood deterioration, wood type identification, and other non-invasive diagnostic tests.
- Any repair of the window frames should attempt to retain as much original material as possible while providing adequate protection for the building, and may include paint removal, treatment of rotted wood with a fungicide and consolidation with epoxy fillers, splicing of new wooden elements in areas of severe deterioration, and replacement of all glazing compound.

INTERIOR

Marble Wainscoting and Floor Tiles

Description

Polished marble wainscoting lines the lower walls of the vestibule. The wainscoting is composed of a 3-4-inch border of white and black striated, mitered marble strips, surrounding central panels of white marble with grey/black inclusions. The base board and upper border of the wainscoting are made of a darker black and white striated marble. Floor tiles of the vestibule are made of white marble surrounded by a border of grey marble and are covered by modern vinyl tiles at the vestibule and an older type of tile at the adjacent baptistery.

Conditions

The marble wainscoting and tiles in the vestibule are generally in good condition. The following deterioration was observed:

- Light soiling and wear of the polished surface (Figure 39a and Figure 39b).
- Soiling and chipping of the baseboard (Figure 39a).
- Tape and adhesive residue from former signs posted on the wainscoting (Figure 39b).
- Vinyl tile at the vestibule is lightly adhered to the underlying marble floor.
- A more robust tile is securely adhered to the marble tile of the baptistery. The tile and its mastic may contain asbestos or other hazardous materials.

Recommended Treatments

- Tape residue and soiling should be removed with a gentle stone cleaner. Mock-ups should be conducted to determine the most effective product.
- Tiles in the vestibule should be removed without causing damage to underlying marble, which should be cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups should be conducted to determine the most effective product.
- Tiles and mastic should be removed from the baptistery floor and cleaned using the gentlest means possible. The floor should be polished or honed as required.

Decorative Plaster

Description

Painted plaster is used to create moldings, cornices, columns and decorative details, such as the coffered ceilings that contribute to the interior's sense of grandeur and define distinct architectural spaces.

Conditions

The decorative plaster is generally in fair condition. The following deterioration was observed:

- Moisture penetration from blocked drainage and broken or missing window glazing (Figure 40 a and Figure 41b).
- Sugaring and softening of moisture damaged decorative elements (Figure 40c).
- Structural cracks and detachment from underlying masonry (Figure 40d).
- Small areas of historic decorative painting are exposed where the paint is flaking.
- Non-historic wood veneer over plaster at the base of the wall.

Recommended Treatments

- Sources of moisture such as broken glazing and blocked drainage should be repaired.
- Further testing of the plaster to determine the extent of deterioration should be conducted. This will determine if patching and reshaping damaged elements is possible, or if replacement is necessary.
- Detached or cracked plaster elements, if in otherwise sound condition, may be repaired with an injected epoxy or gypsum-based grout. Testing should be conducted to determine the most effective adhesive.
- A barrier coat should be installed to protect small areas of exposed decorative painting prior to repainting.
- Wood veneer should be removed. Plaster at base of the wall should be restored and painted.

Oak Woodwork and Doors

Description

Quarter sawn white oak is used extensively at St. Joseph's for the construction of decorative wooden elements such as doors, frames, column bases and railings. Woodwork is generally treated with a clear shellac or varnish.

Conditions

The oak woodwork is generally in good condition. The following deterioration was observed:

- Blistering of the varnish (Figure 41a).
- General soiling from dust (Figure 41b).
- White stains from paint or pigeon guano (Figure 41b).

Recommended Treatments

- Blistered varnish should be treated with the gentlest means possible in order to preserve the existing finish. Possible treatments include lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac.
- Soiling should be cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling.
- White stains should be tested to determine if they are paint or guano. Paint and guano may be removed mechanically with a scraper taking care not to damage the existing wood finish.
- Where required by the level of damage, select areas should be refinished to match the original.
- Wood should be replaced where missing to match the original.
- At exterior doors, deteriorated wood should be repaired with wood Dutchman and should match the original species, grade, grain, and profile. The exterior should be prepared and painted. The interior should be cleaned and touched up or refinished to match the original stain or clear coat.

Stained Glass

Description

Extant stained glass windows at St. Joseph's Church include the multi-story double windows and rosettes of the towers, the window of the kitchen, and one remaining stained glass transom above the northeast transept door. The windows of the towers are made primarily of yellow and green diamond-shaped glass panes with lead comes, iron or steel saddle bars, and wood frames. The kitchen window is made of various colored glasses painted with black floral decoration, and is supported in a flat stock steel frame, the upper portion of which opens inward. The only remaining stained glass transom of the nave, covered from the interior with plaster board, appears to have a figurative or floral motif.

Conditions

The stained glass windows are generally in poor condition. The following deterioration was observed:

- Loss of the protective outer glazing.
- General soiling (Figure 42a, Figure 42b, and Figure 42c).
- Sagging and bowing of lead comes (Figure 42b and Figure 42c).
- Cracking, breakage and loss of panes (Figure 42c).
- Inappropriate additions (Figure 42d).
- Corrosion of saddle bars (Figure 42e).

Recommended Treatments

- Because of the importance of the church's stained glass, immediate efforts to protect them should be made. This should include stabilization and protection measures determined in consultation with a professional stained glass conservator.
- Documentation and restoration of the windows should be performed by a professional conservator. As restoration is rarely performed on site, it will likely include removal, transport, restoration, and reinstallation of the stained glass.

- Where stained glass has been previously removed, the existing wood frame should be restored. The deteriorated areas should be removed back to sound wood substrate and an epoxy consolidant wood repair or wood Dutchman should be provided as required. The wood and steel armature remaining from the previous stained glass window installation should be prepared and painted. The frame should be modified to accept new ribbed protective heavy glass or dual glazing to match the original ribbed glass appearance.

EXISTING CONDITIONS IMAGES PRIOR TO REHABILITATION/RESTORATION

All of the Existing Condition Photos were taken between 2011 and 2016 by Page&Turnbull

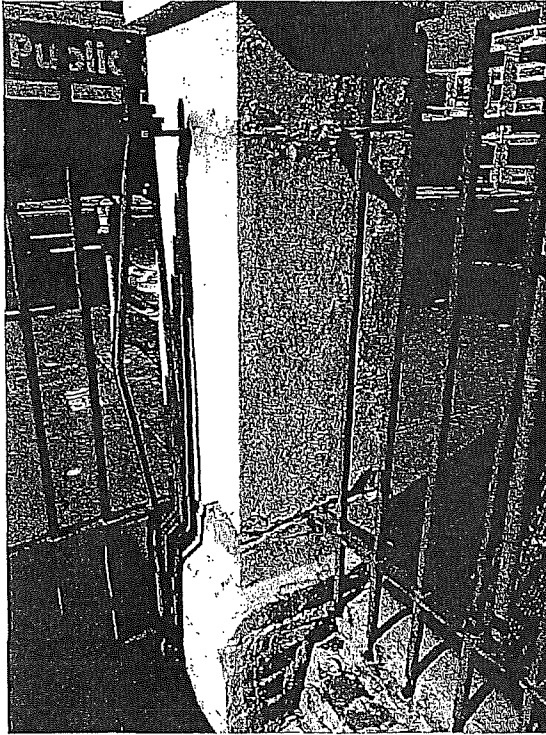


Figure 32a. Pier near west tower, showing large cracks and displaced areas of brick (arrow) and corroded metal fence.

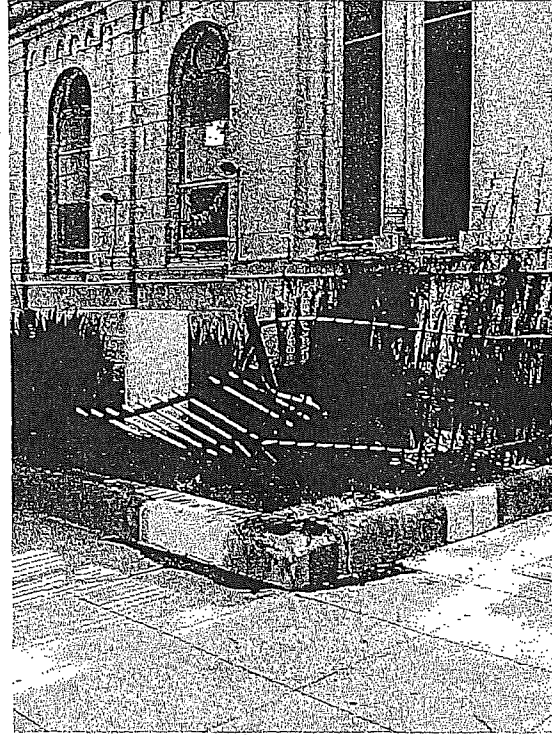


Figure 32b. Damage to metal fence at northeast corner of property.



Figure 32c. Low brick wall along Howard Street, showing gaps and voids, corroded metal fence, and graffiti (painted over with mismatched paint).



Figure 33a. Main portal steps, showing soiling, paint stains and vertical joints without mortar.

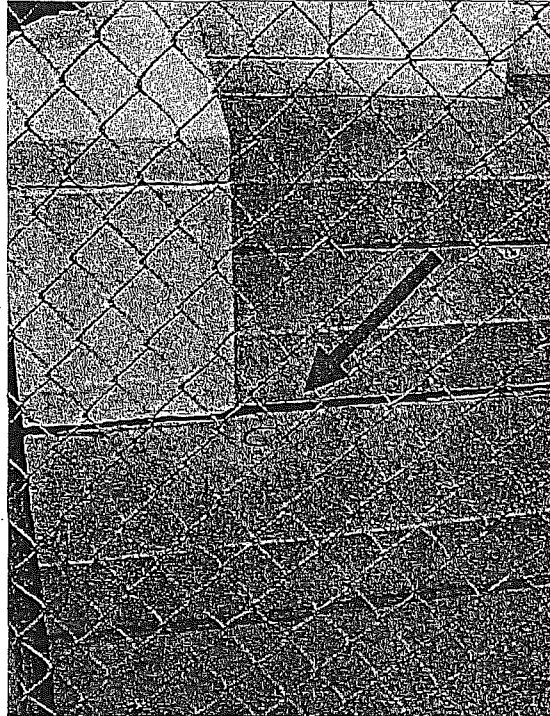


Figure 33b. Detail, east side of main portal steps, showing gap between blocks (arrow) due to uneven settling.



Figure 33c. East transept, north portal steps, showing decorative bull nose with biological growth and soiling.



Figure 33d. West transept, south portal steps, showing paint stains (left), soiling and spalling surface (arrow).

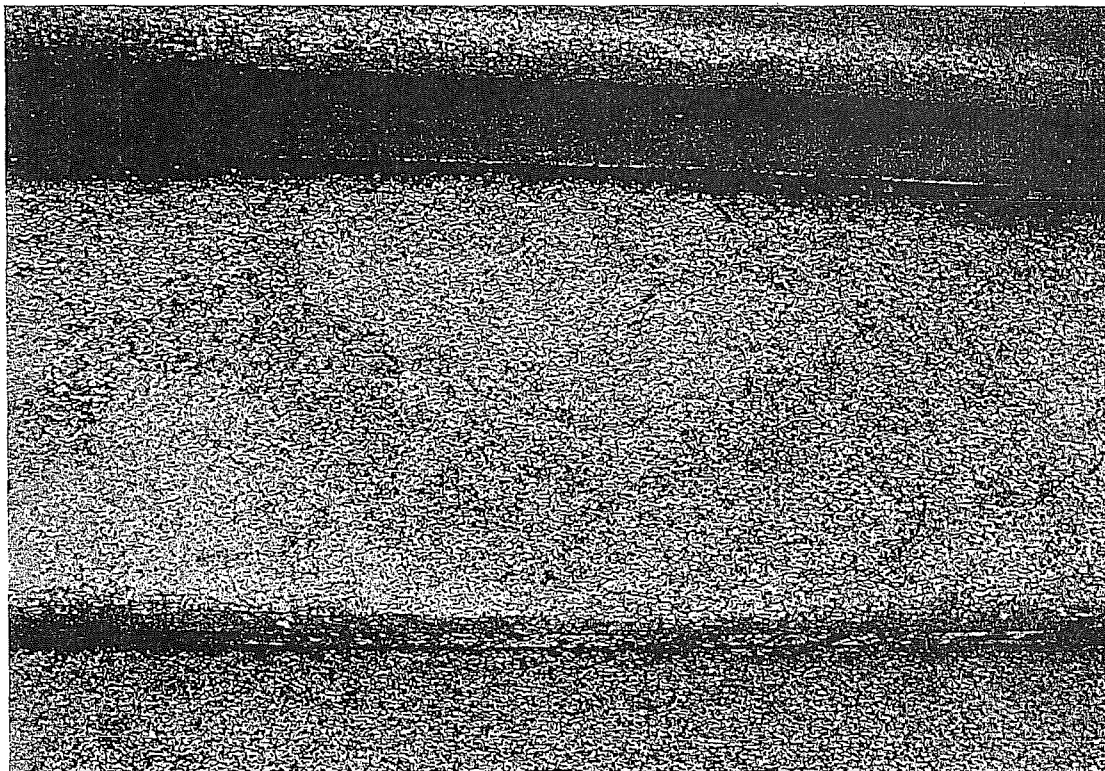


Figure 33e. Detail, south portal steps, spalled surface of granite tread.



Figure 34a. East nave façade, showing soiling, water staining and hairline cracking of stucco.

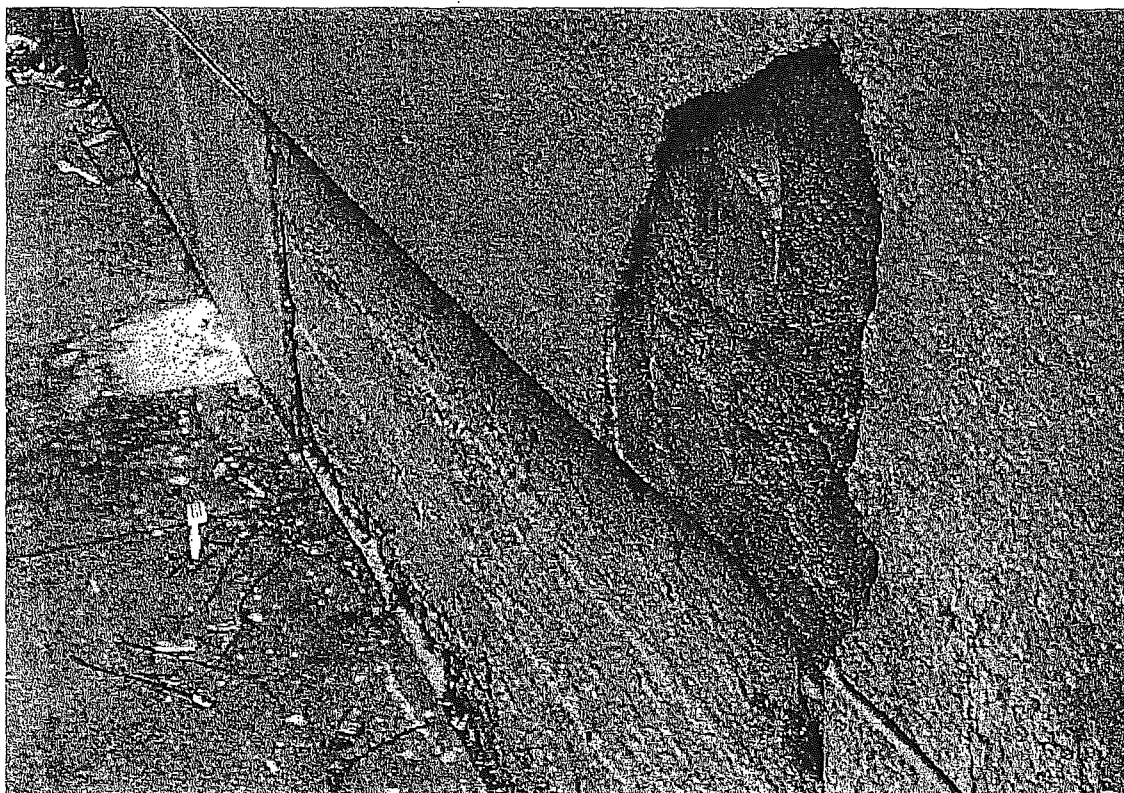


Figure 34b. East tower, north façade, showing loss of stucco at ground level.

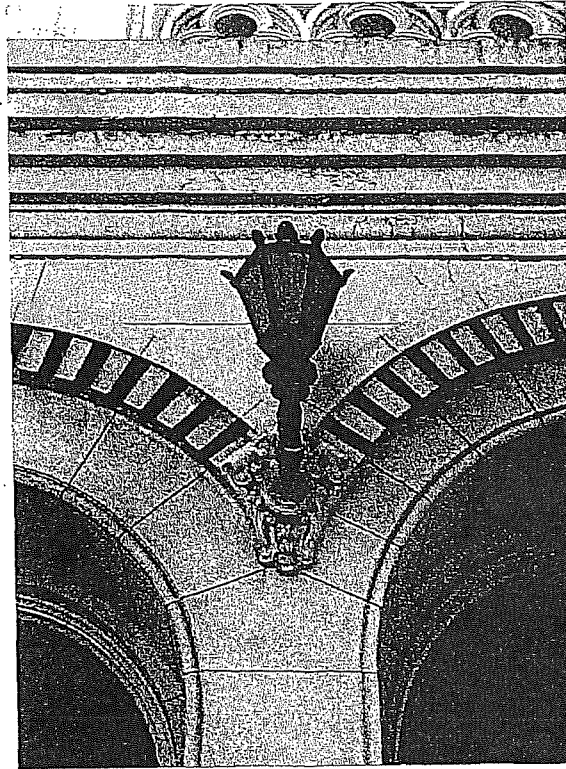


Figure 35a. Light fixtures (now missing) at main entry on north façade in 2007.



Figure 35b. Detail, original mounting hardware is all that remains in place.

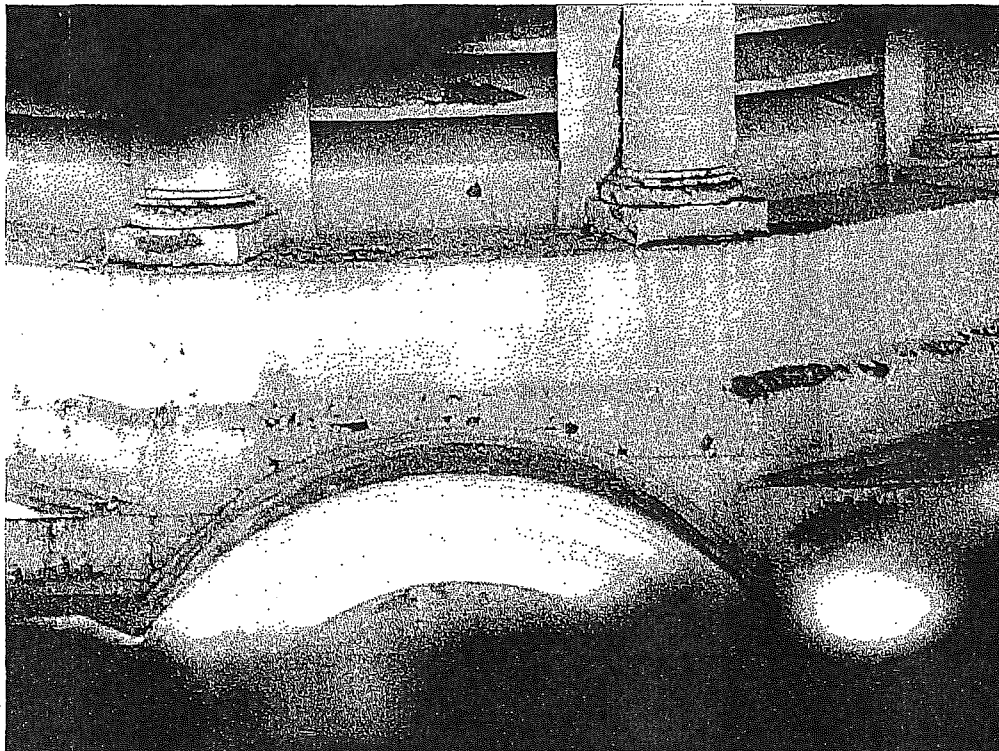


Figure 36a. Detail, rust-through at painted sheet metal cupolas.

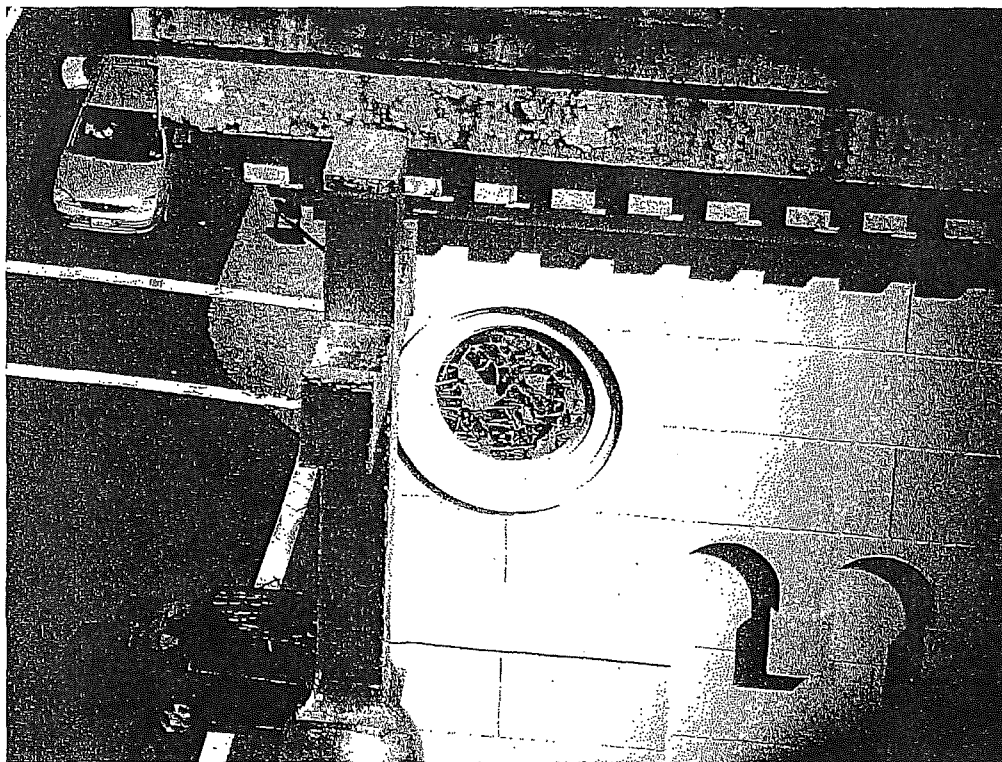


Figure 36b. The rooftop crosses require minor sheet metal and gilding repair.

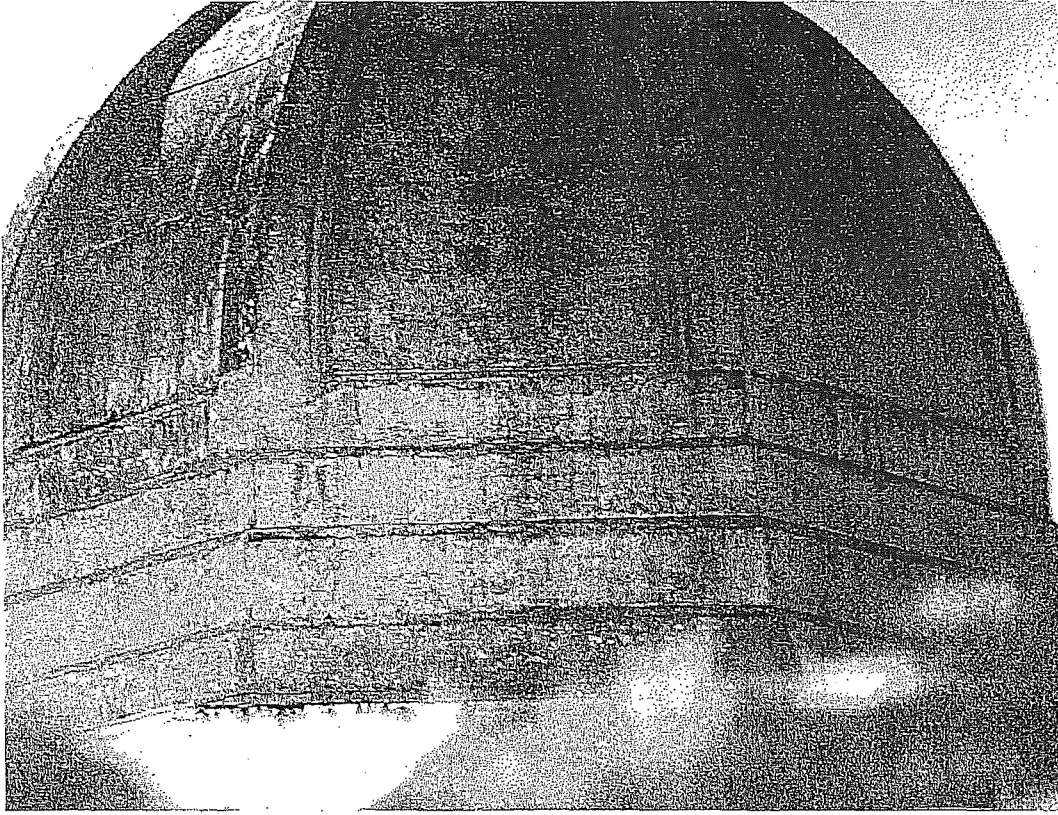


Figure 36c. Detail, corrosion and loss of paint and gilding at domes.

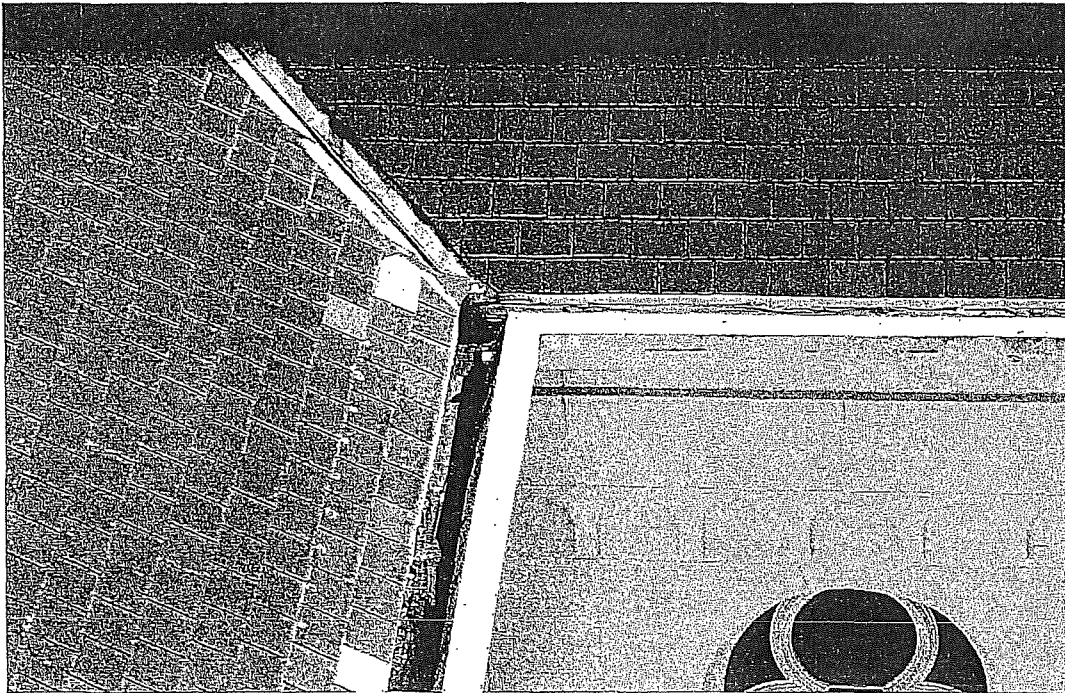


Figure 36d. Broken, loose, and missing slate files at main roof.



Figure 37a. Column base, south side of east tower, showing flaking and loss of protective paint layer.



Figure 37b. Cornice above north portal, east transept, showing perforation (arrow) of the metal due to corrosion.

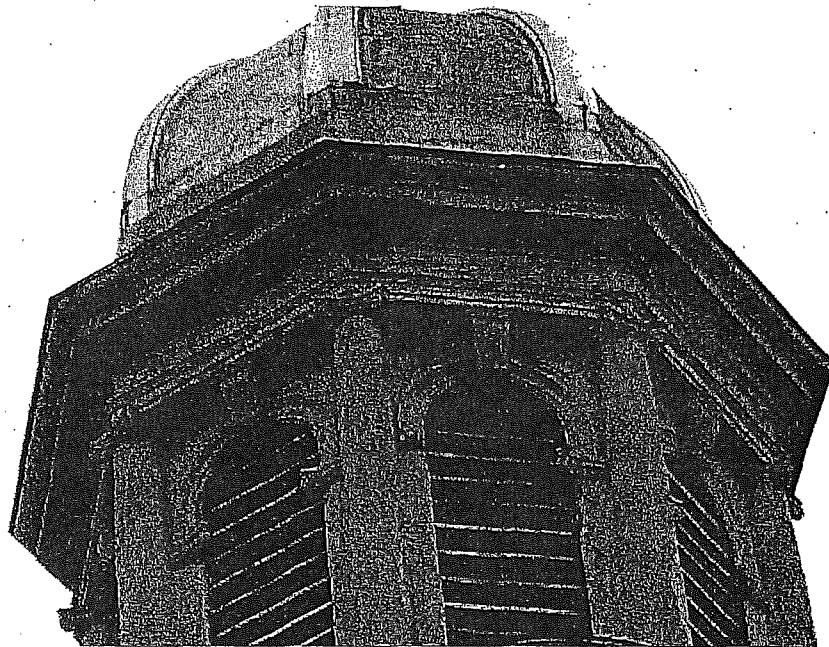


Figure 37c. East tower detail, constructed entirely of pressed sheet metal, showing missing architectural detail, loss of gilding and protective paint, and corrosion stains. Birds were nesting inside the towers.



Figure 38a. West tower, north window, showing broken protective glazing.

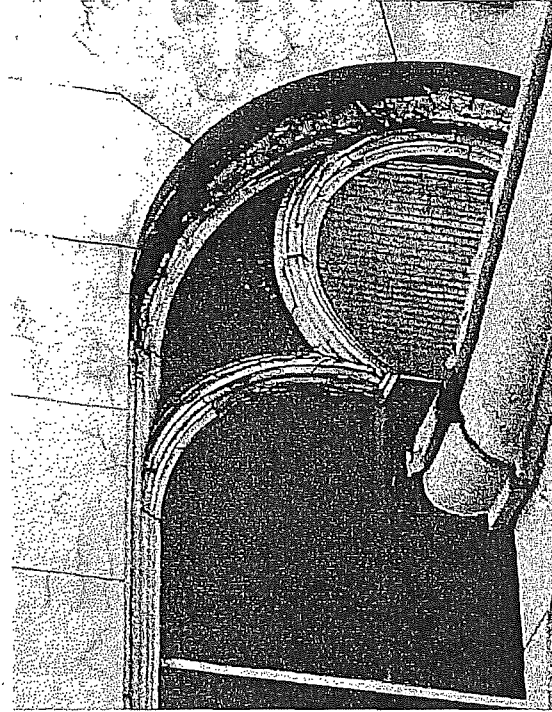


Figure 38b. East façade, transept window, showing soiling, paint loss and rotting/loss of tracery elements.



Figure 38c. West transept rose window, showing paint loss and missing glazing.

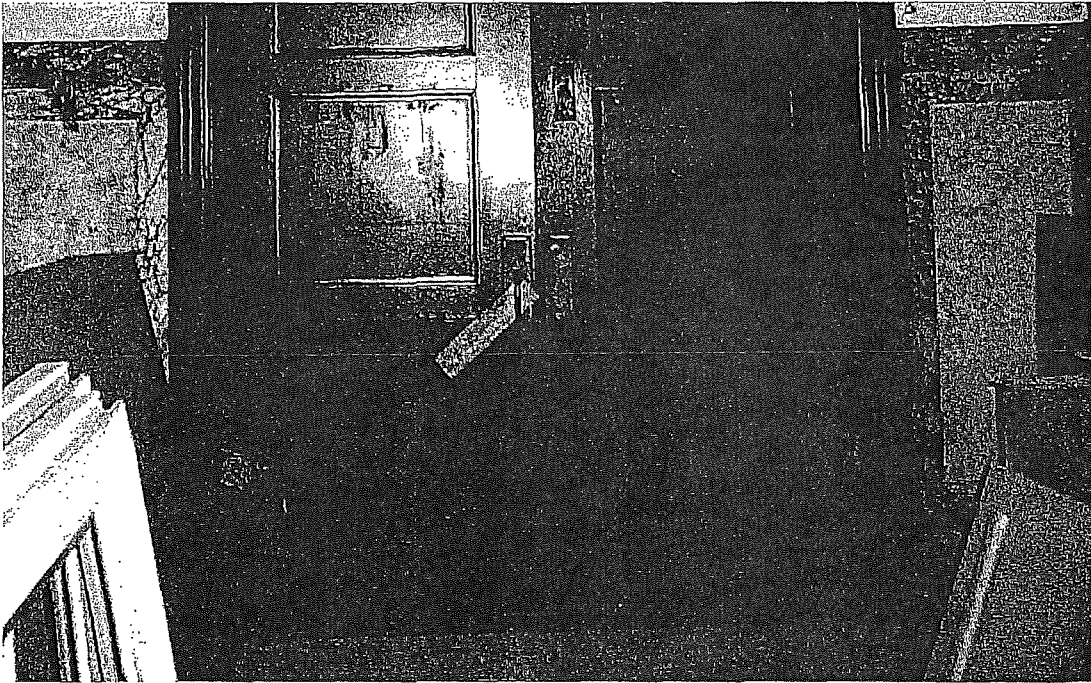


Figure 39a. Marble wainscoting of the narthex, showing soiling of the baseboard, wear of polished surface, and adhered tape. Original marble floor was covered with vinyl tile.



Figure 39b. Detail, showing tape and adhesive residue.



Figure 40a. West façade, showing blocked or perforated drainage which is causing damage to interior plaster.



Figure 40b. Deterioration of plaster caused by moisture from poorly sealed window.



Figure 40c. Softening and deterioration of decorative plaster elements caused by moisture from faulty roofing.

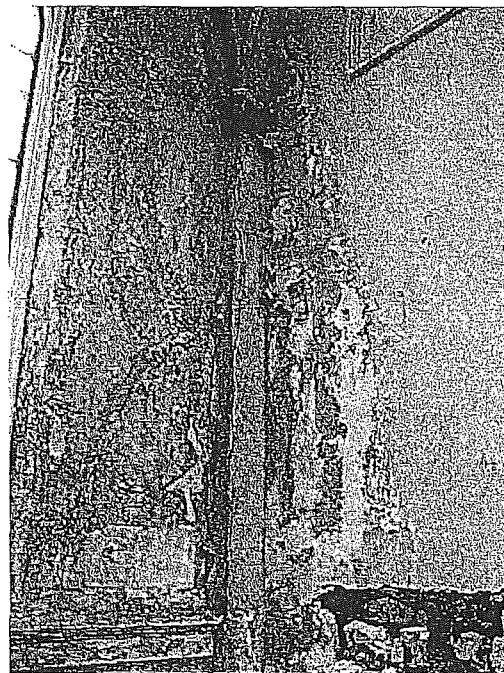


Figure 40d. Structural cracking and separation of plaster details from masonry substrate caused by moisture from blocked drains.

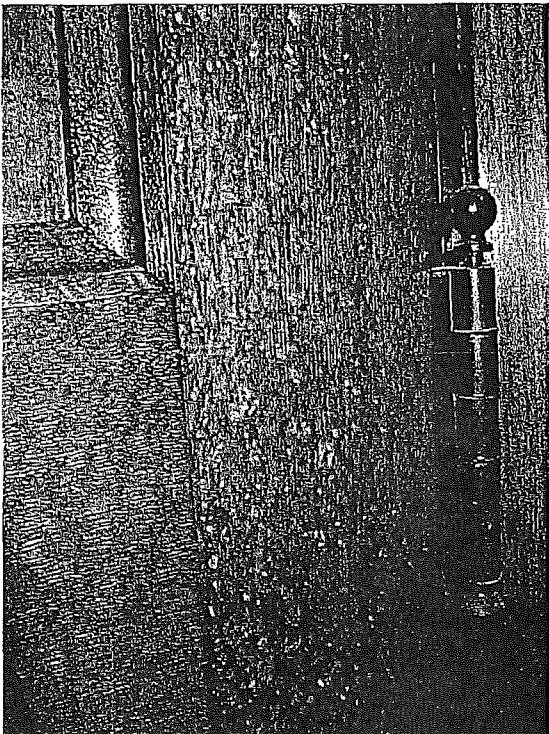


Figure 41a. Blistering of varnish on an oak door caused by moisture penetration.

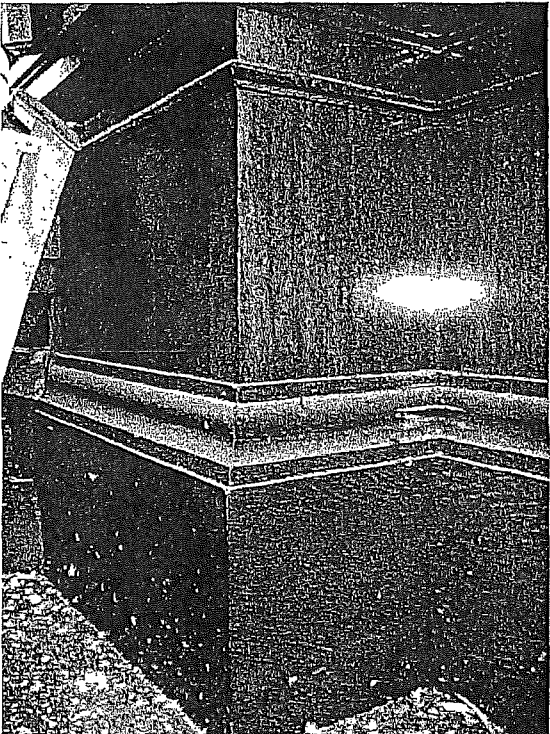


Figure 41b. Dust (on molding) and paint/guano spatters can cause permanent damage to wood finish.

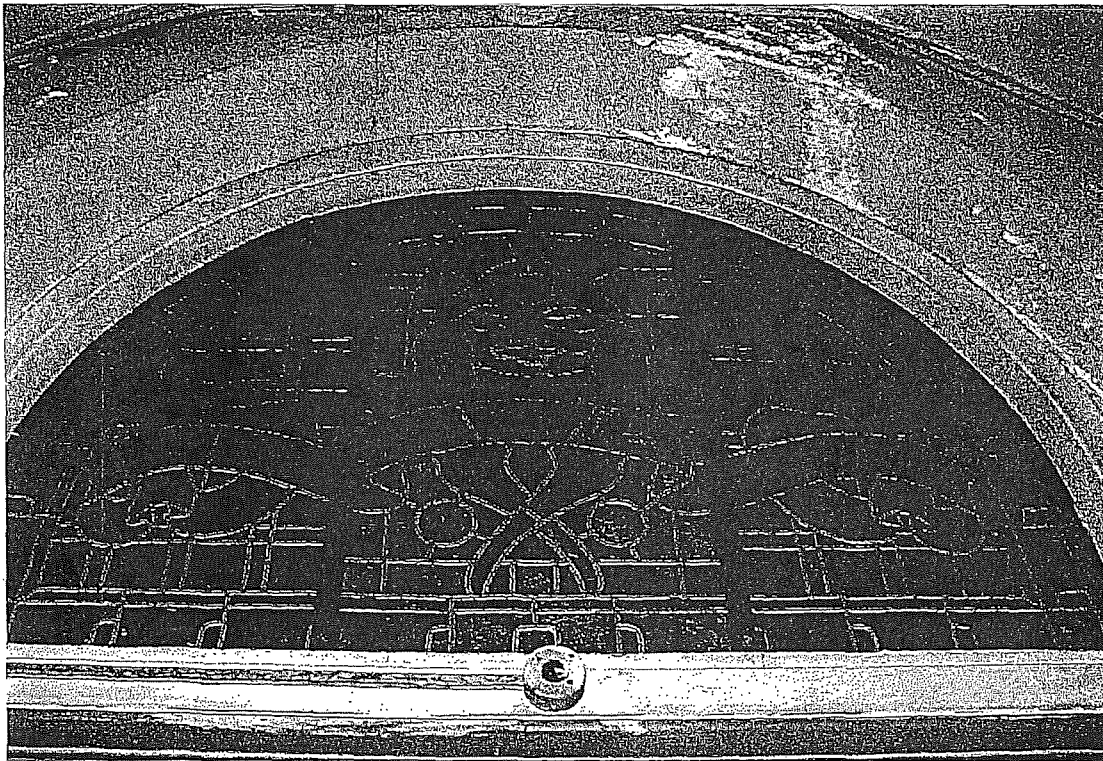


Figure 42a. North-east transept portal, showing blocked figurative stained glass window with heavy soiling and corrosion of steel frame

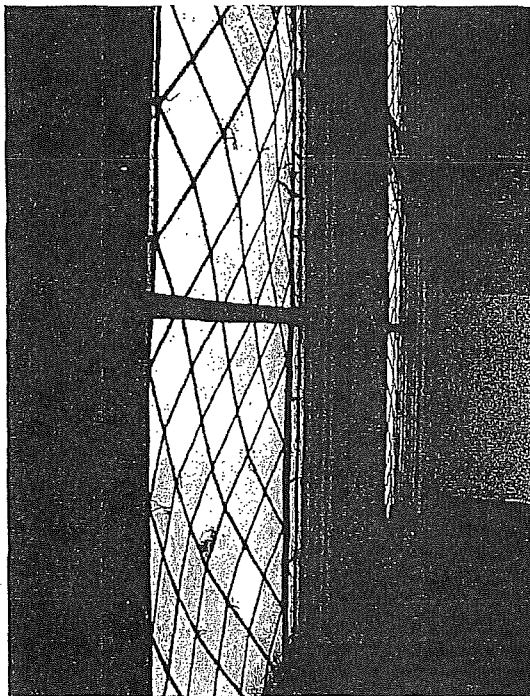


Figure 42 b. East tower, east windows, showing bowing of windows due to sagging lead comes or detachment from saddle bars.

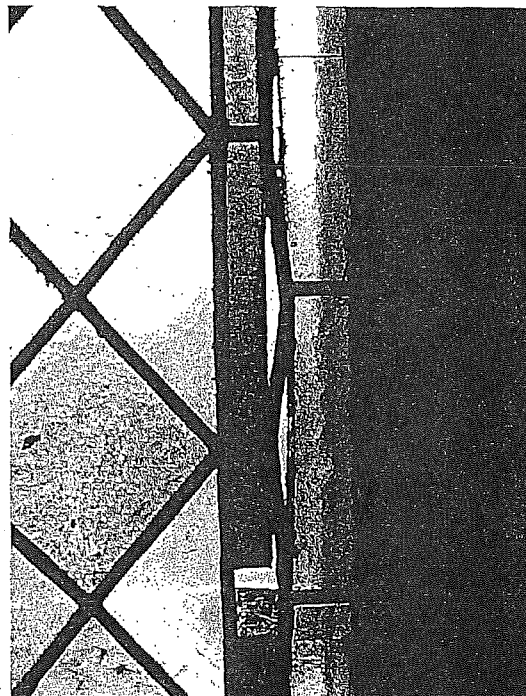


Figure 42c. Breakage and loss of colored glass panes due to distortion of lead comes.

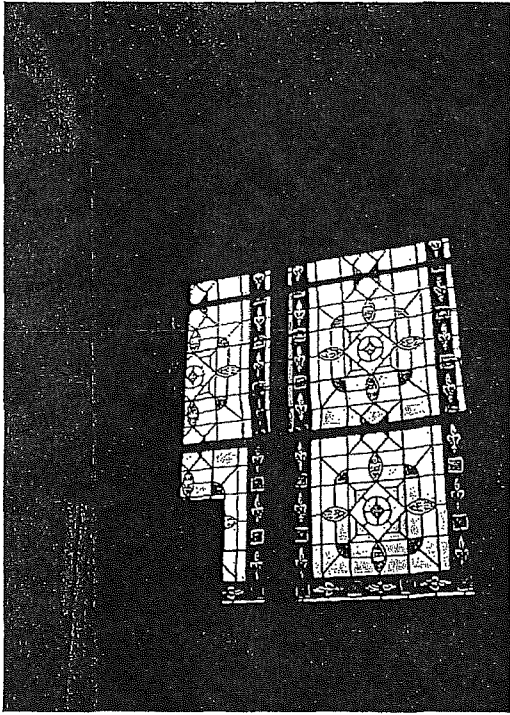


Figure 42d. Kitchen window, showing partition partially covering painted stained glass.



Figure 42 e. Upper portion of window showing corroded hopper-type opening assembly.

IV. 1401 HOWARD STREET ADDITIONAL PHOTOGRAPHY PHOTOS AFTER REHABILITATION/RESTORATION



Figure 43. Perimeter fence and gate along Howard Street. View southwest. (Page & Turnbull, 05/25/2018)



Figure 44. Perimeter fence and gate along 10th Street at the northeast corner of St. Joseph's Church. View southwest. (Page & Turnbull, 05/25/2018)

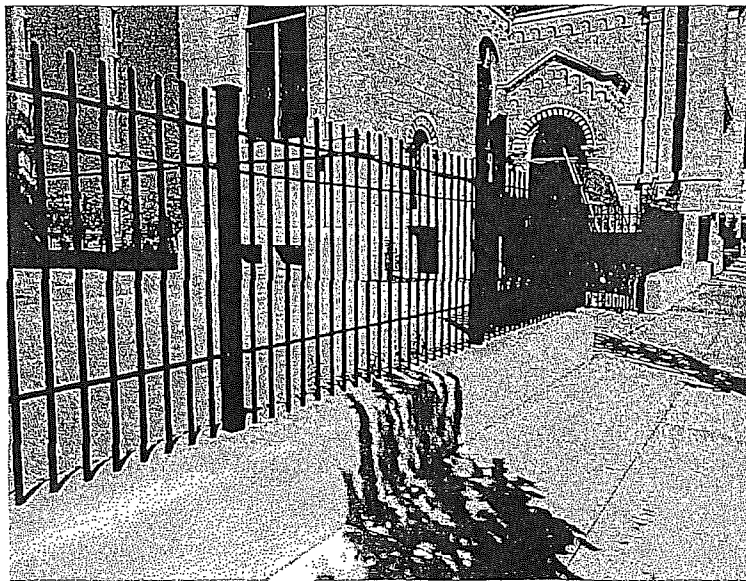


Figure 45. Perimeter fence and gate along 10th Street at the southeast corner of St. Joseph's Church. View northwest. (Page & Turnbull, 05/25/2018)

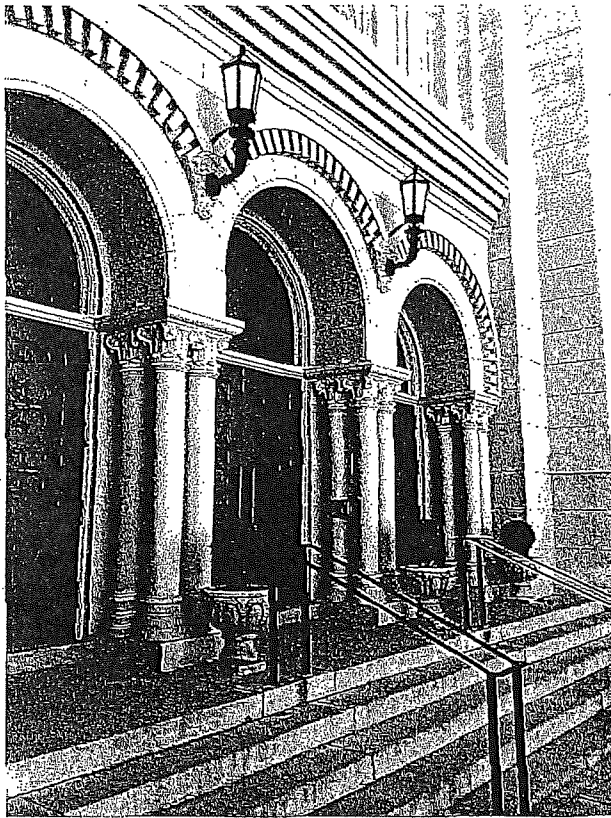


Figure 46. Main portal steps. (Page & Turnbull, 05/25/2018)

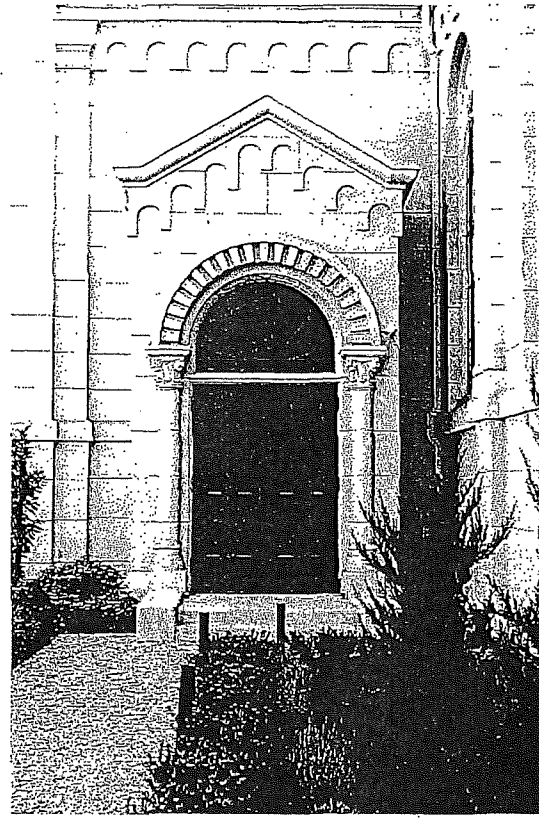


Figure 47. North portal on east transept. (Page & Turnbull, 05/25/2018)

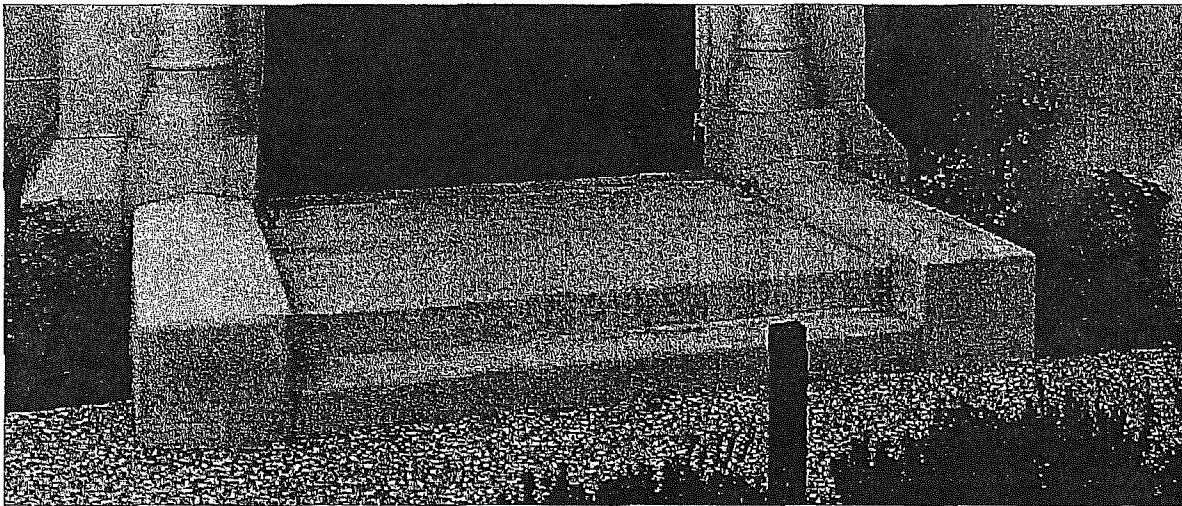


Figure 48. Detail, North portal stairs on east transept. (Page & Turnbull, 05/25/2018)



Figure 49. Exterior landing on west façade between west transept and sacristy. (Page & Turnbull, 05/25/2018)

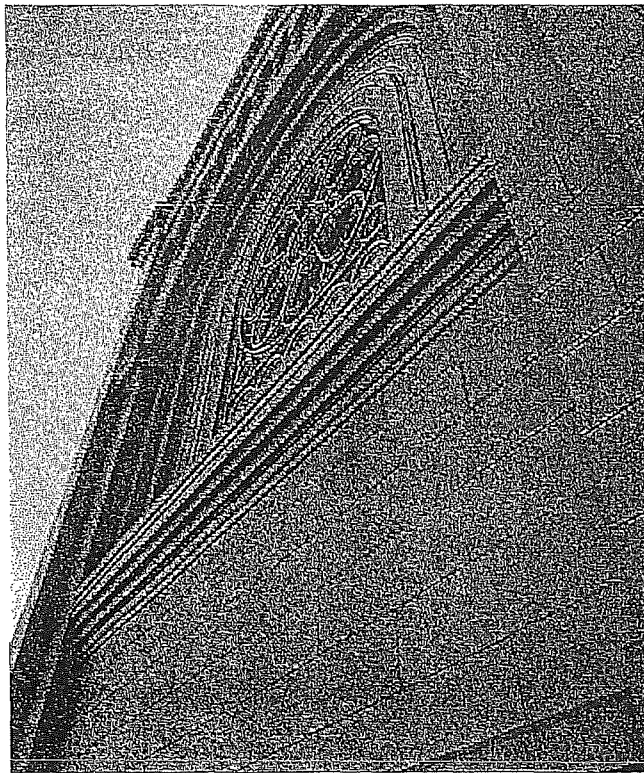


Figure 50. East façade, showing stucco condition after restoration (Page & Turnbull, 05/25/2018).

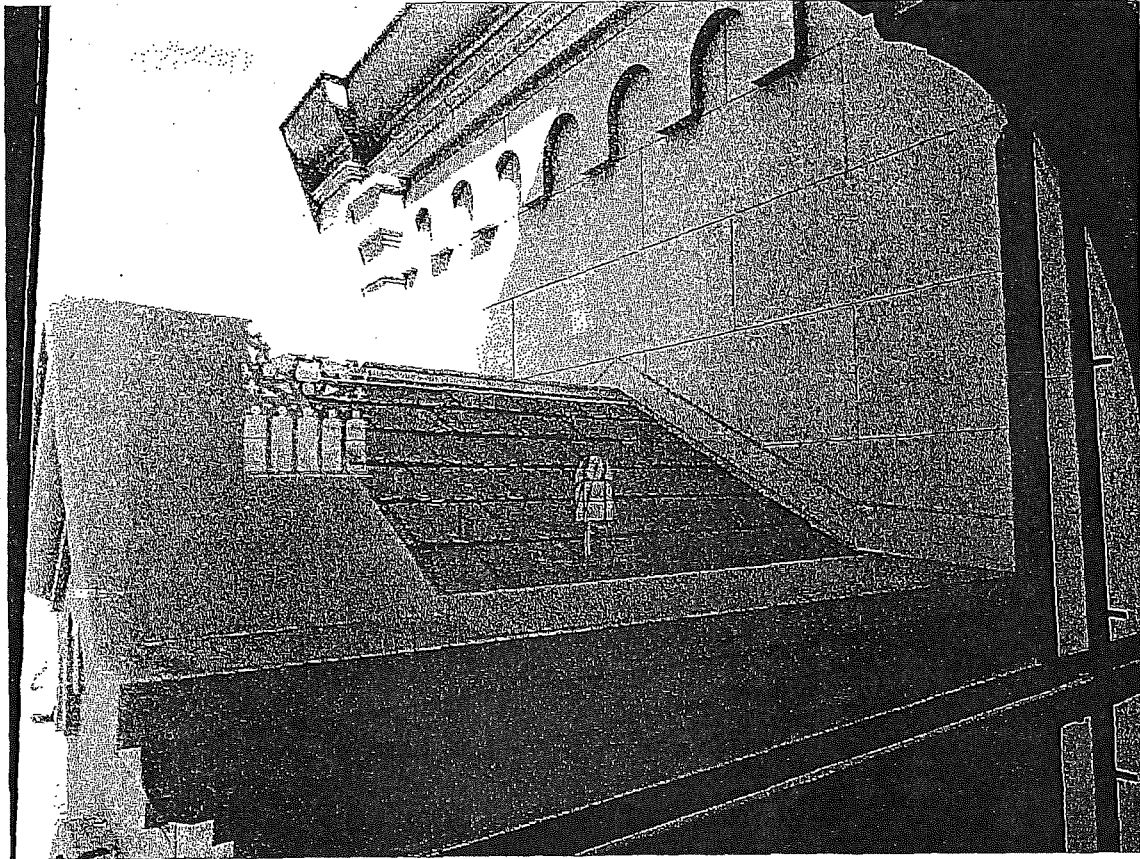


Figure 51. East façade, showing stucco condition after restoration (Page & Turnbull, 05/25/2018)

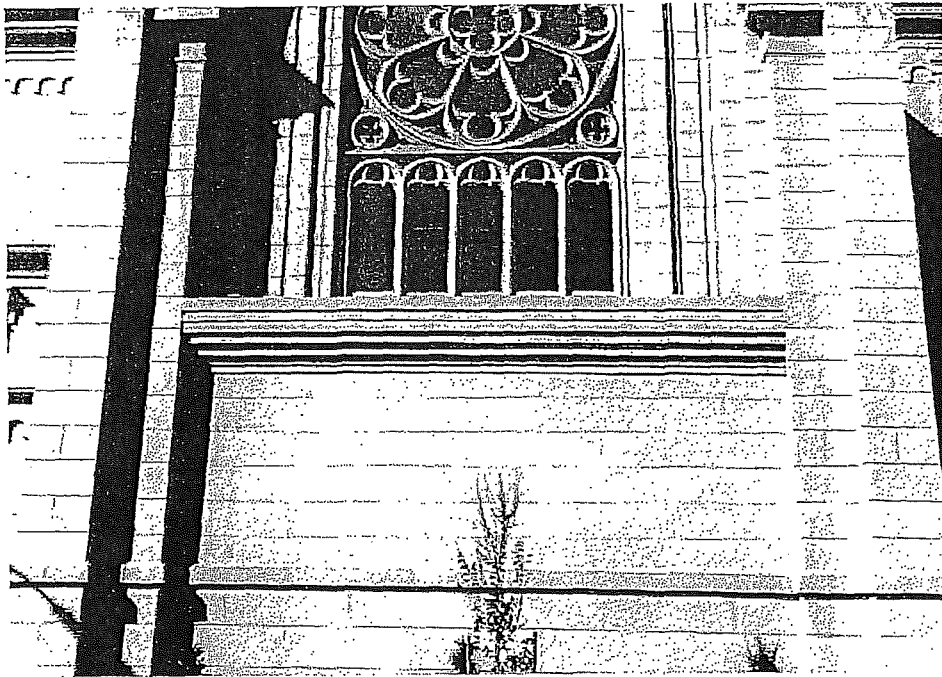


Figure 52. West façade, showing stucco condition after restoration (Page & Turnbull, 05/25/2018).

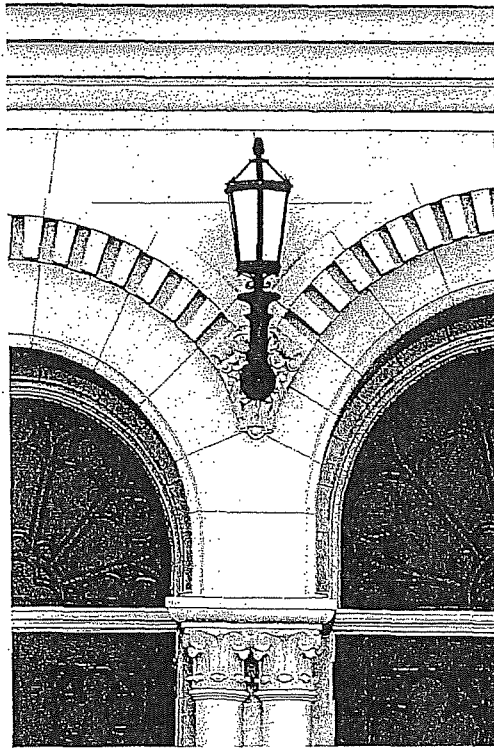


Figure 53. Exterior lighting fixture above main entrance on north façade (Rich Stapleton, 05/21/2018)

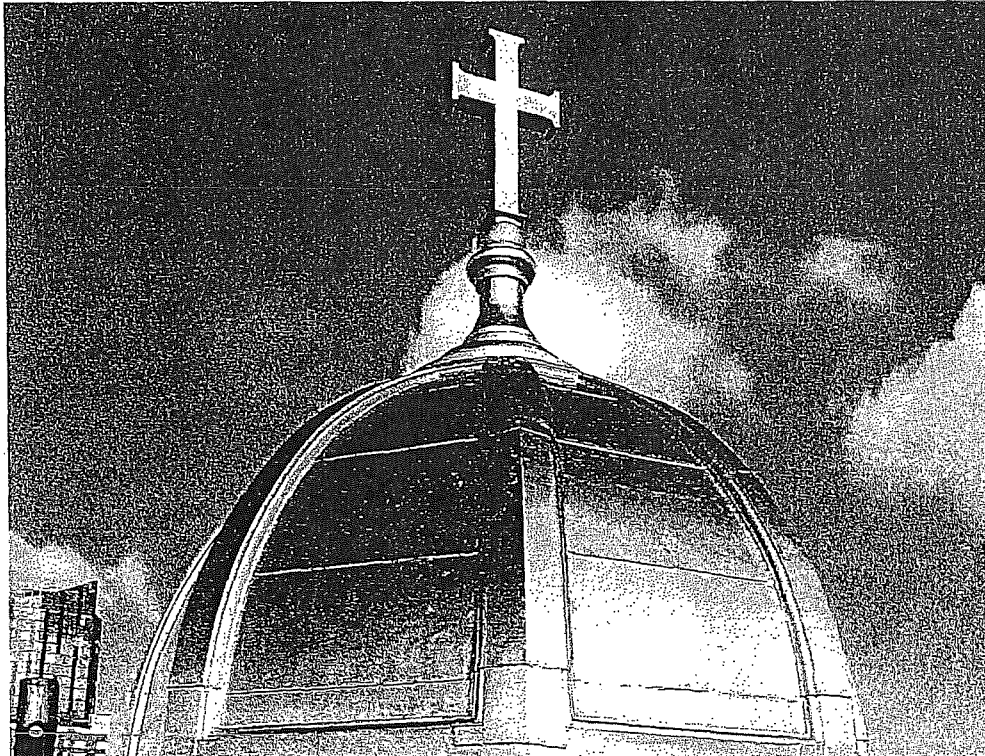


Figure 54. Detail, gilded sheet metal dome and cross. (Palisade Builders, 05/20/2018)

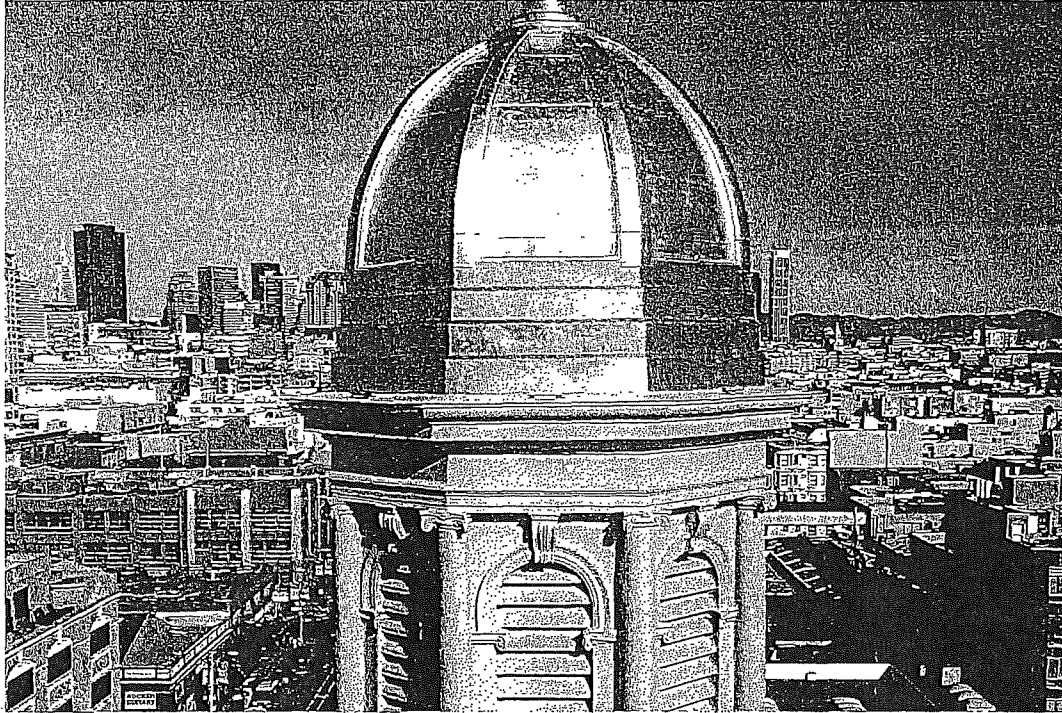


Figure 55. Gilded sheet metal dome and top of sheet metal cupola. (Palisade Builders, 05/20/2018)

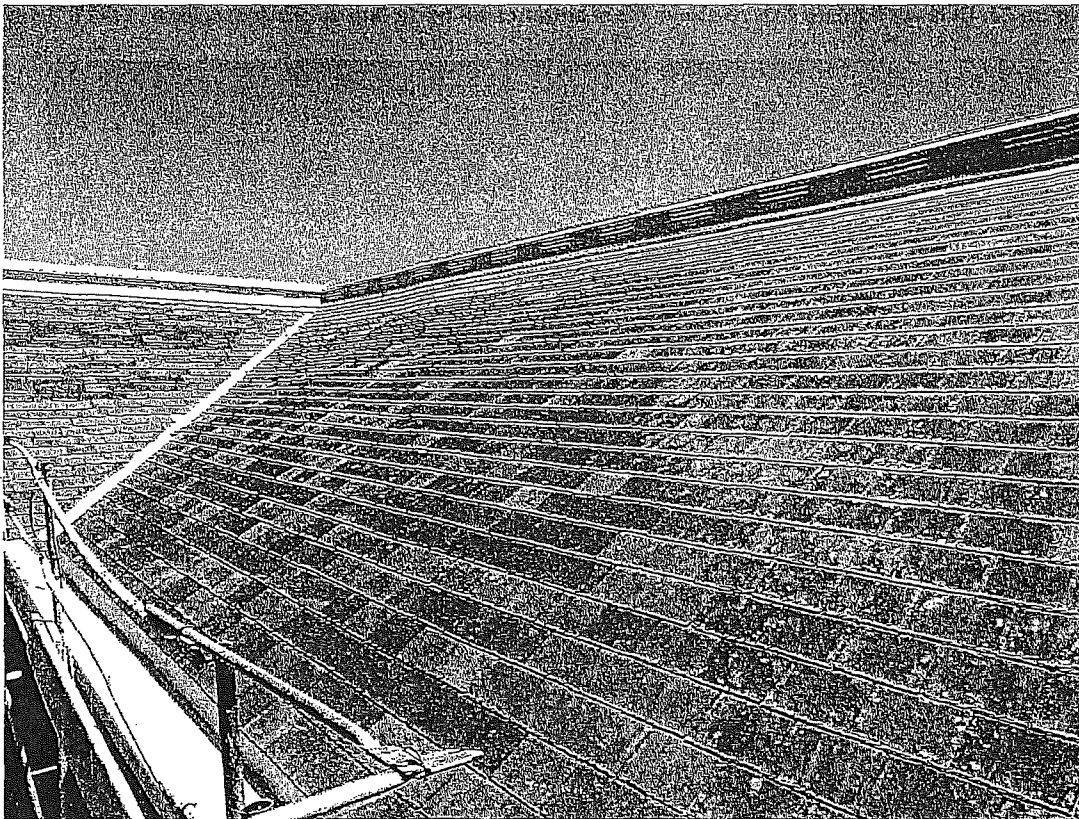


Figure 56. Main roof after restoration. (Palisade Builders, 05/20/2018)

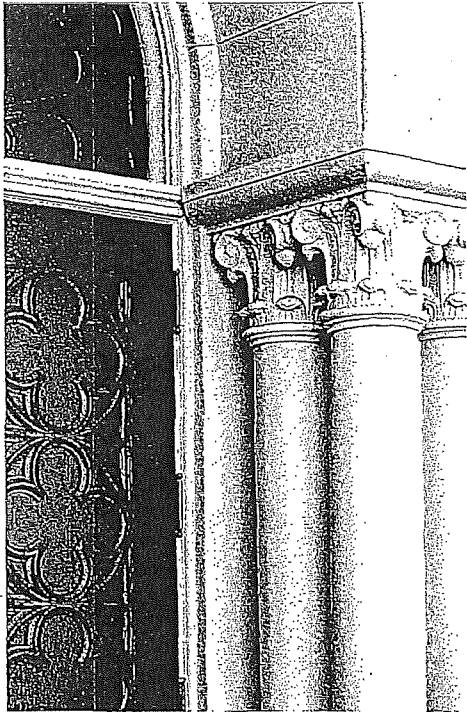


Figure 57. Column capitals at the main entry facade after restoration. (Rich Stapleton, 05/21/2018)

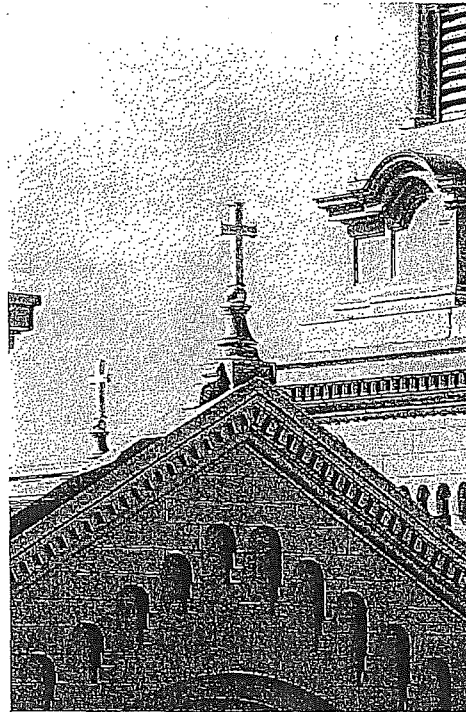


Figure 58. Cornice above main entry facade after restoration. (Rich Stapleton, 05/21/2018)

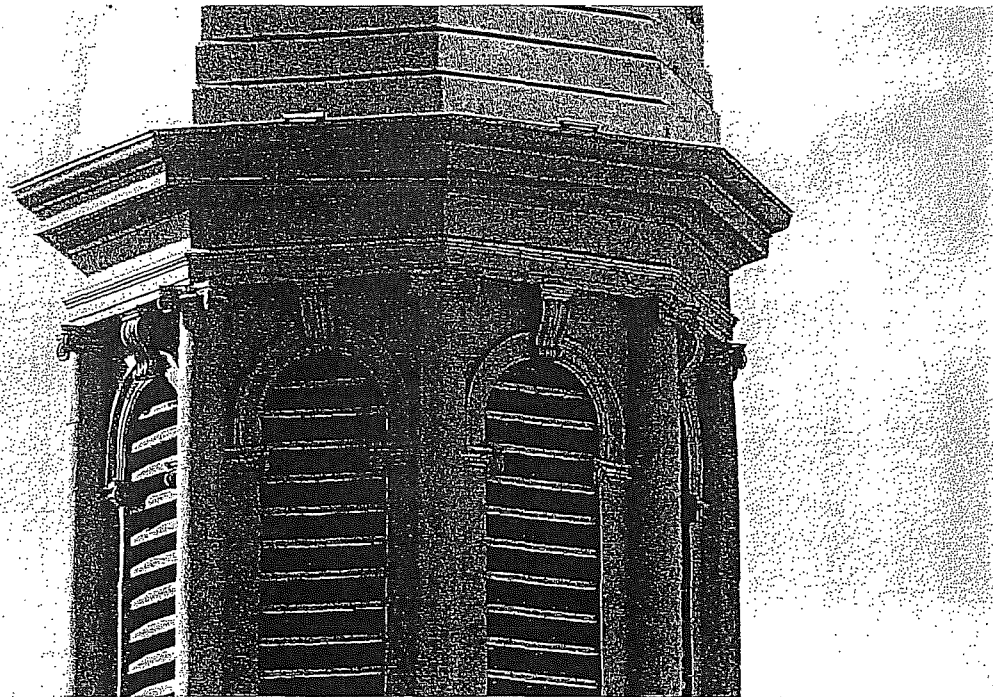


Figure 59. East tower detail after restoration (Rich Stapleton, 05/21/2018).

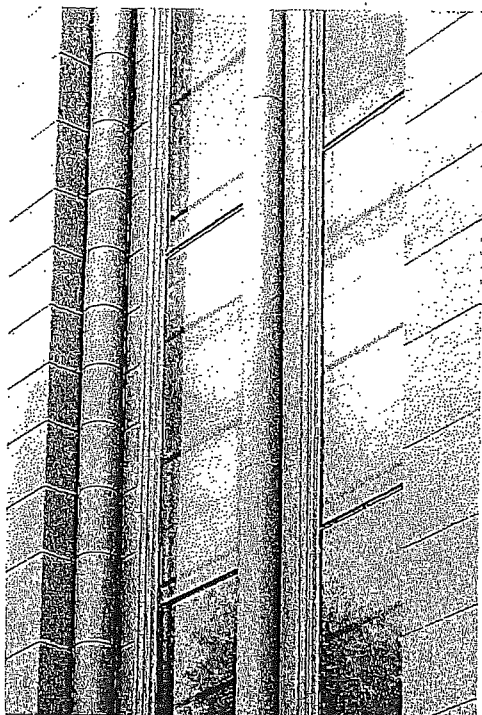


Figure 60. West tower, north window after restoration (Rich Stapleton, 05/21/2018).

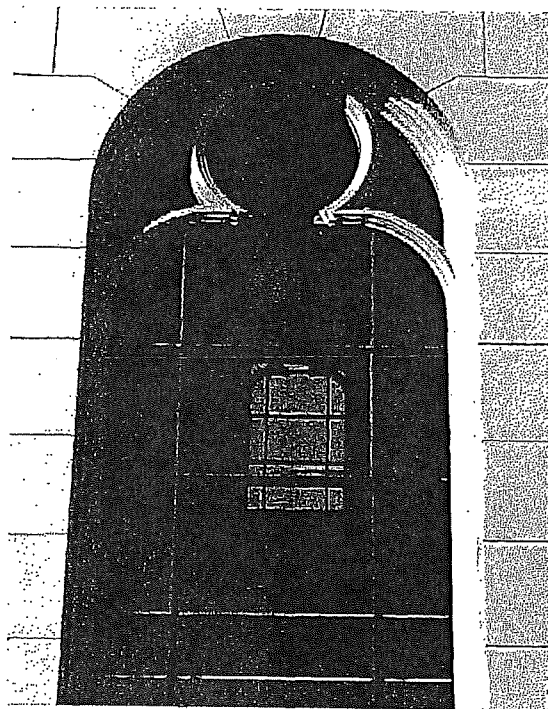


Figure 61. East façade, transept window after restoration. (Palisade Builders, 05/20/2018)

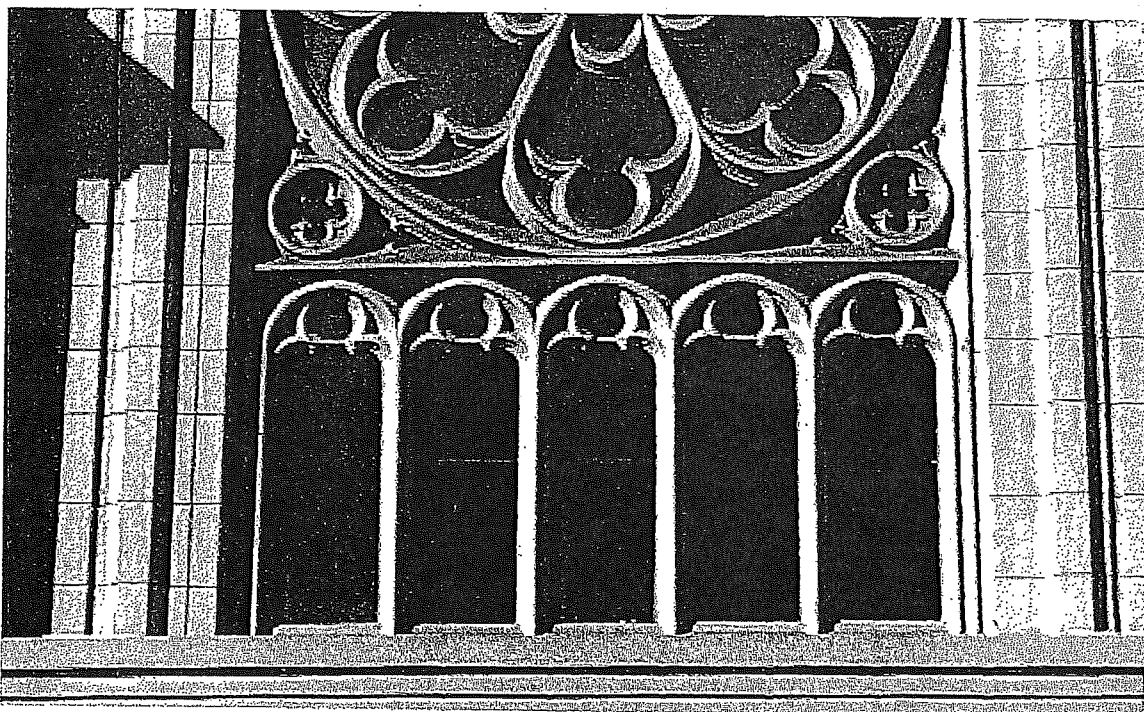


Figure 62. West transept rose window after restoration. (Palisade Builders, 05/20/2018)

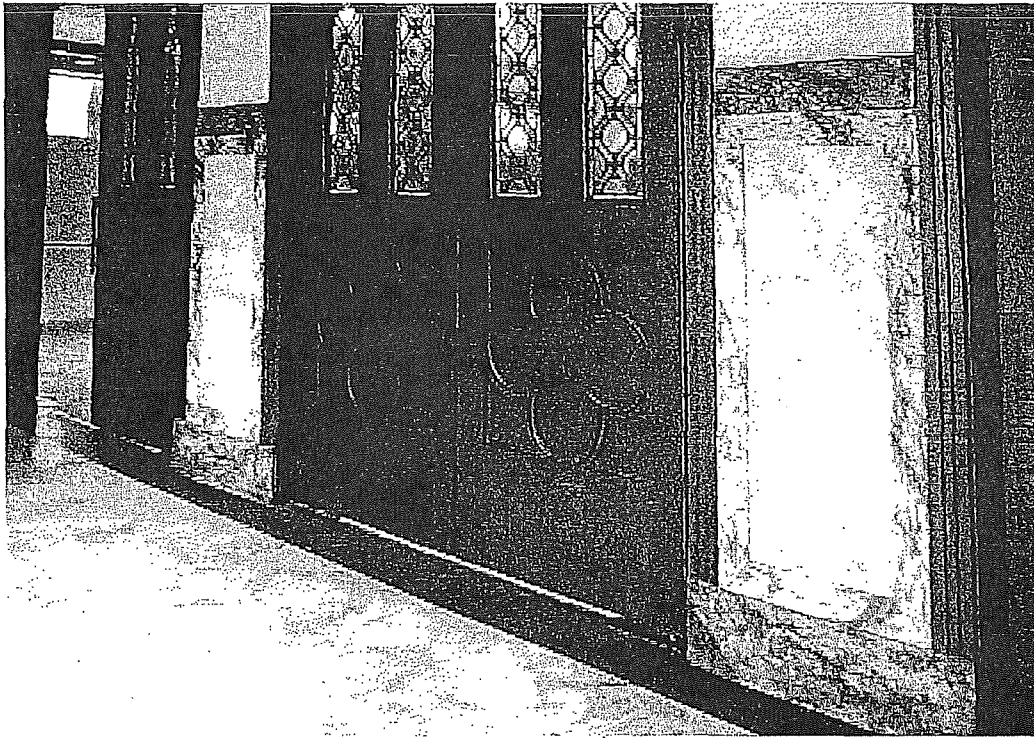


Figure 63. Marble wainscoting and interior doors of the narthex, after restoration (Page & Turnbull, 05/25/2018)

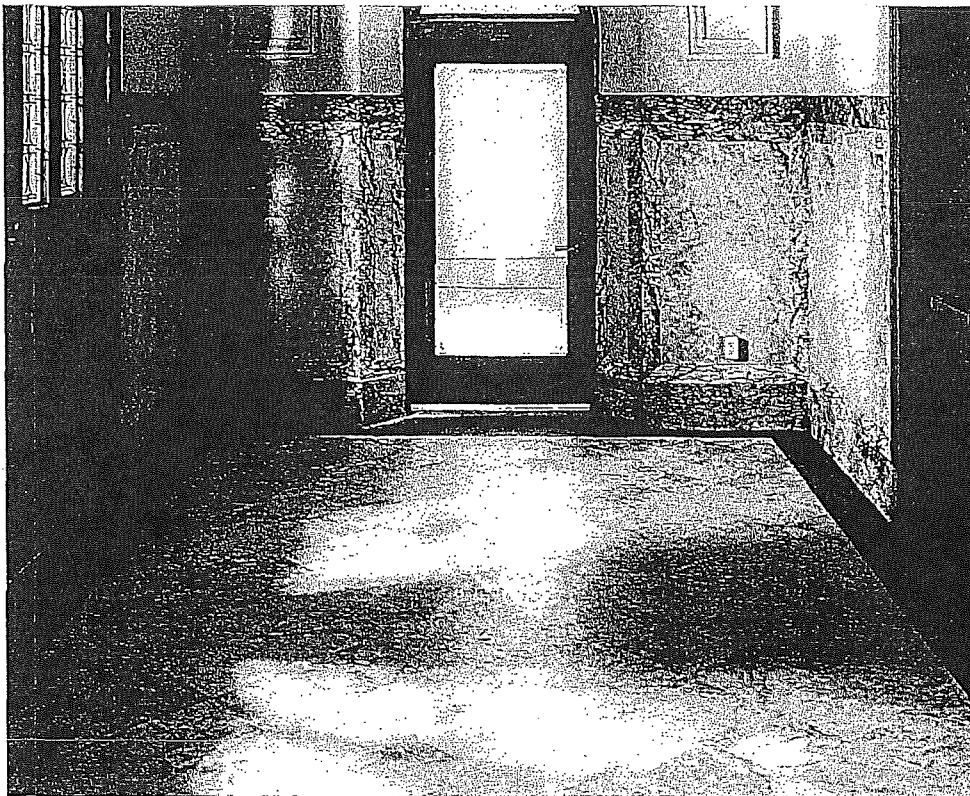


Figure 64. Narthex, view toward west tower. (Rich Stapleton, 05/21/2018)

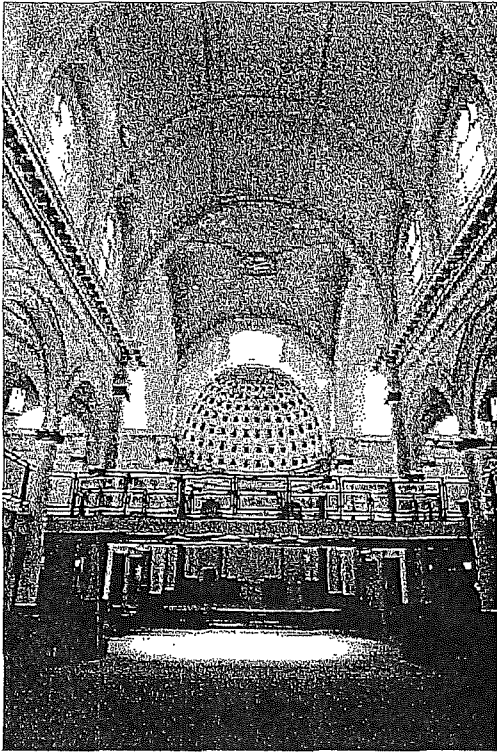


Figure 65. Interior view toward main altar. (Page & Turnbull, 05/25/2018)

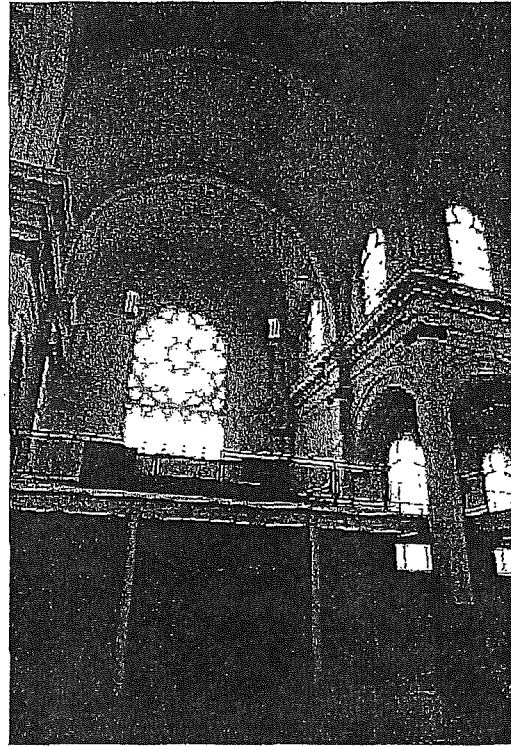


Figure 66. Interior view of west transept. (Page & Turnbull, 05/25/2018)

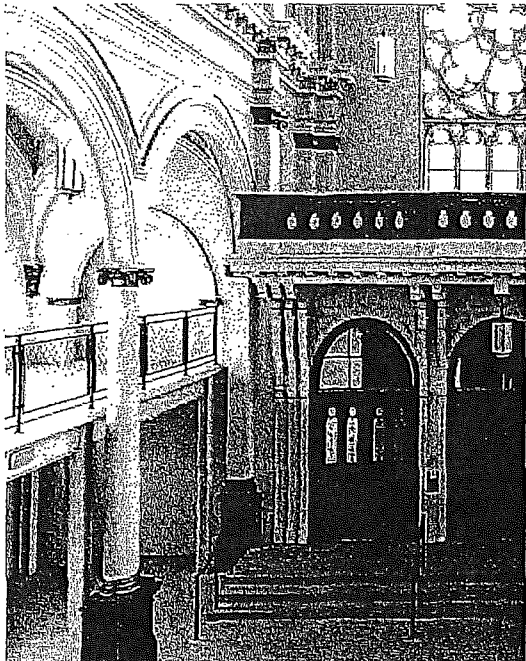


Figure 67. Interior view toward choir loft from the bridge. (Rich Stapleton, 05/21/2018)

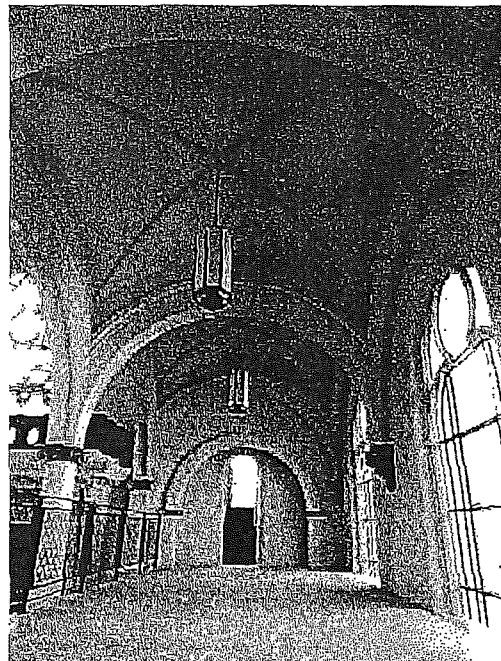


Figure 68. East aisle, view toward choir loft. (Page & Turnbull, 05/25/2018)

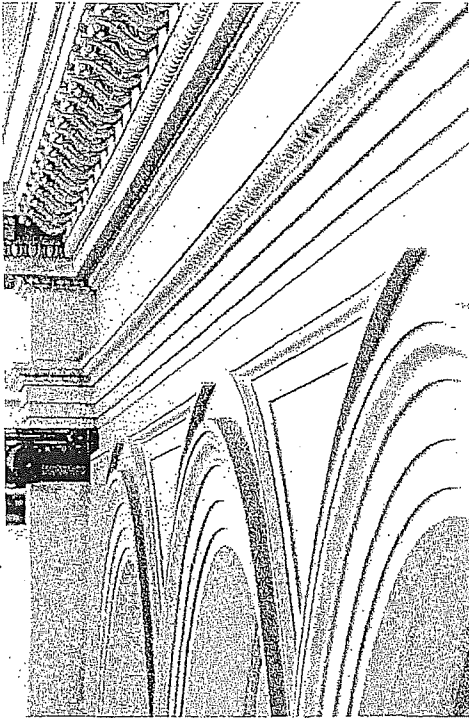


Figure 69. Detail, plaster arches. (Rich Stapleton, 05/21/2018)

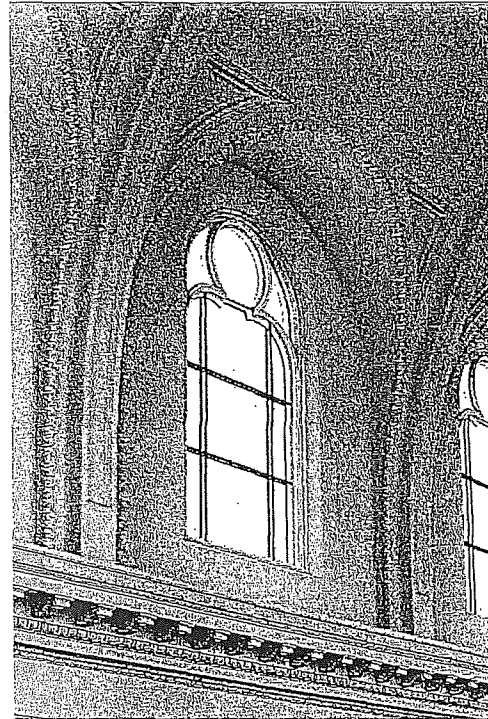


Figure 70. Typical clerestory window with protective glazing, interior view. (Rich Stapleton, 05/21/2018).

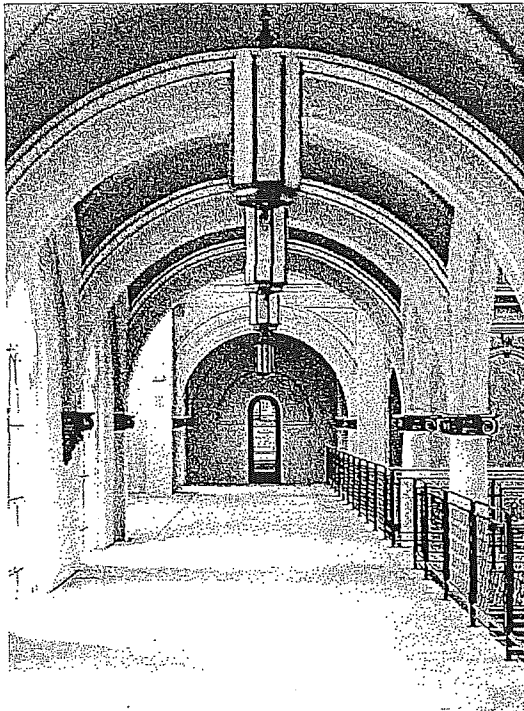


Figure 71. East aisle and transept towards main altar from the second floor. (Rich Stapleton, 05/21/2018)

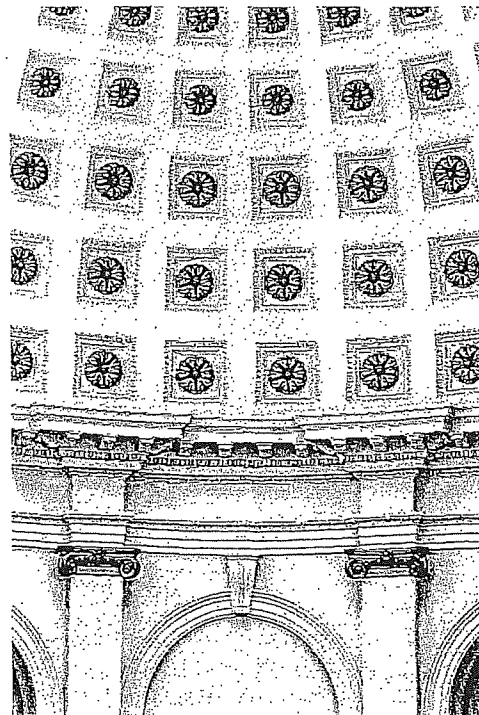


Figure 72. Painted medallions from inside the half-dome. (Rich Stapleton, 05/21/2018)

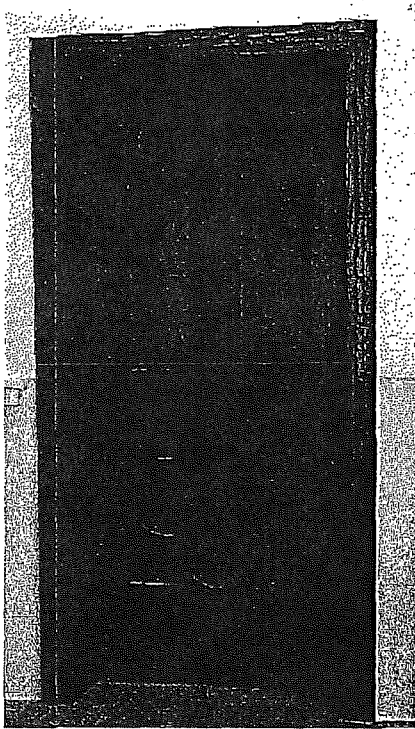


Figure 73. Oak door from the main altar to Room 115 (Page & Turnbull, 05/25/2018)

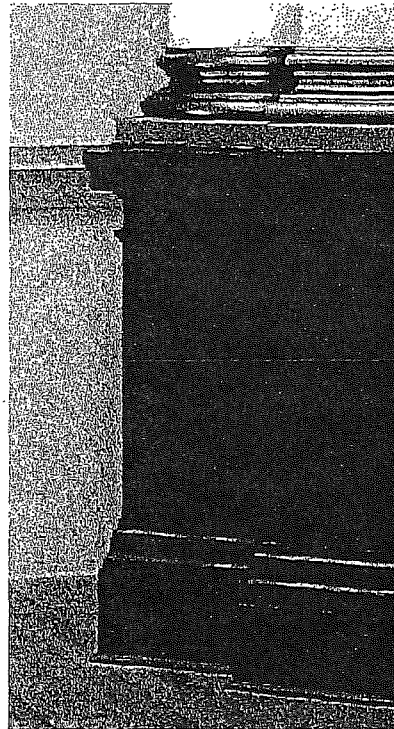


Figure 74. Wood finish detail after restoration (Page & Turnbull, 05/25/2018).

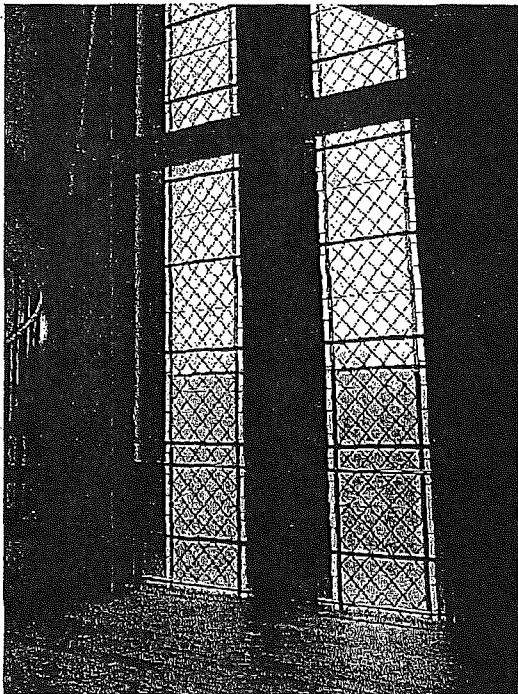


Figure 75. East tower, east windows after restoration (Page & Turnbull, 05/25/2018)



Figure 76. Detail, stained glass window. (Page & Turnbull, 05/25/2018)

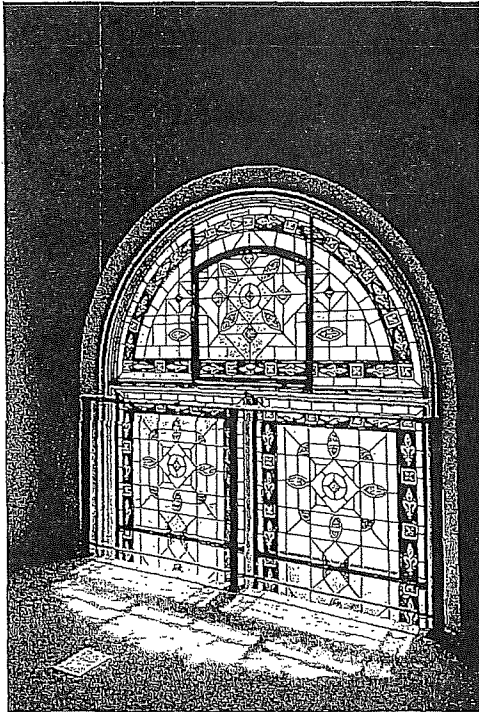


Figure 77. Detail, stained glass window. (Page & Turnbull, 05/25/2018).

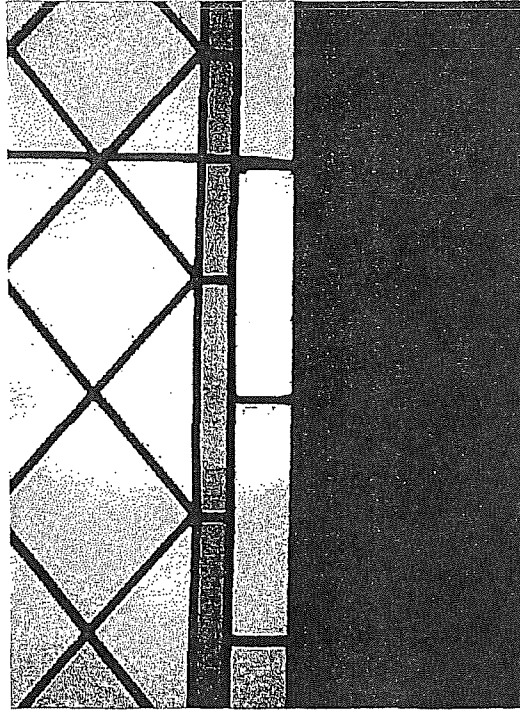


Figure 78. Detail, stained glass window. (Page & Turnbull, 05/25/2018)

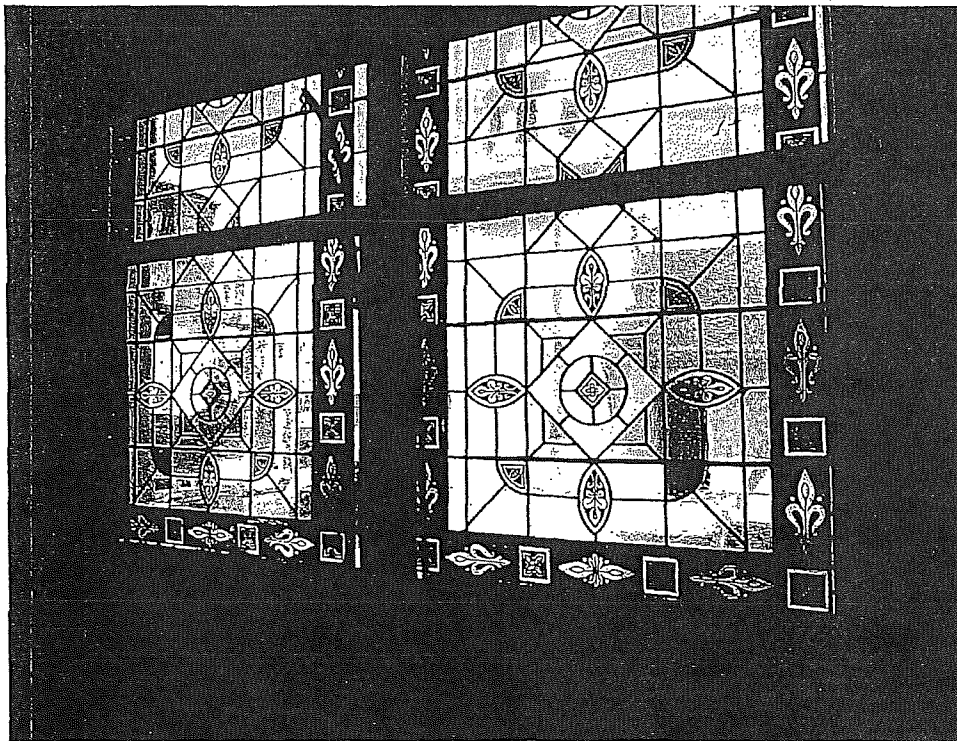


Figure 79. Stained glass window (Rich Stapleton, 05/21/2018)

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, 2018 through June 30, 2019

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
23	3517	035	115187	October 12, 2018	1401 HOWARD ST

Assessed on January 1, 2018 at 12:01 am
To: 1401 HOWARD LLC

1401 HOWARD LLC
850 7TH STREET
SAN FRANCISCO CA 94107

Assessed Value		
Description	Full Value	Tax Amount
Land	542,570	6,310.08
Structure	15,254,627	177,411.31
Fixtures		
Personal Property		
Gross Taxable Value	15,797,197	183,721.40
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	15,797,197	\$183,721.40

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
45	LWEA2018TAX	(415) 355-2203	298.00
46	SF BAY RS PARCEL TAX	(510) 286-7193	12.00
89	SFUSD FACILITY DIST	(415) 355-2203	37.52
91	SFCCD PARCEL TAX	(415) 487-2400	99.00
98	SF - TEACHER SUPPORT	(415) 355-2203	251.96
Total Direct Charges and Special Assessments			\$698.48

TOTAL DUE		\$184,419.88
1st Installment	2nd Installment	
\$92,209.94	\$92,209.94	
DUE 12/10/2018	DUE	04/10/2019

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, 2018 through June 30, 2019

Pay online at www.sftreasurer.org

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
23	3517	035	115187	October 12, 2018	1401 HOWARD ST

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

2

2nd Installment Due	
\$92,209.94	

If paid or postmarked after APRIL 10, 2019
the amount due (includes delinquent penalty of 10% and
other applicable fees) is: \$101,475.93

2335170003500 115187 00000000 00000000 0000 2003



City & County of San Francisco
Property Tax Bill (Secured)
For Fiscal Year July 1, 2018 through June 30, 2019

Pay online at www.sftreasurer.org

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
23	3517	035	115187	October 12, 2018	1401 HOWARD ST

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

1

1st Installment Due	
\$92,209.94	

If paid or postmarked after DECEMBER 10, 2018
the amount due (includes delinquent penalty of 10%) is:
\$101,430.93

2335170003500 115187 00000000 00000000 0000 1003

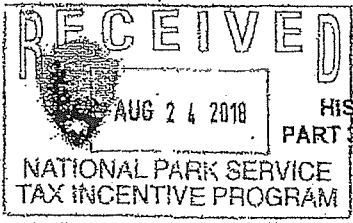
VII. RENTAL INCOME INFORMATION**1401 HOWARD RENTAL INCOME**

Full rental agreement is 332 pages which is available on request.
100% of the building is rented.

Base Rent

Year	Master Lease Expense
2016	\$ -
2017	176,780
2018	710,000
2019	720,650
2020	731,460
2021	742,432
2022	753,568
2023	764,872
2024	776,345
2025	787,990
2026	799,810
2027	811,807
2028	823,984
2029	836,344
2030	848,889
2031	861,622
2032	874,547
2033	887,665
2034	900,980
2035	914,494
2036	928,212
2037	942,135
2038	956,267
2039	970,611
2040	985,170
2041	999,948
2042	1,014,947
2043	1,030,171
2044	1,045,624
2045	1,061,308
2046	1,077,228
2047	1,093,386
2048	1,109,787
2049	1,126,434
	\$29,065,465

****Base Rent for the first and final Lease Year shall be determined based on the rent commencement date agreed to by Master Landlord and Master Tenant in the Rent Commencement Notice as set forth in Section 3.1 hereof.**



UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

OMB Approved
No. 1024-0009
Form 10-168
Rev. 2014

HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 3 - REQUEST FOR CERTIFICATION OF COMPLETED WORK

NPS Project Number
27026

Instructions: This page must bear the applicant's original signature and must be dated.

1. Property Name St Joseph's Church
Street 1401 Howard Street
City San Francisco County San Francisco State CA Zip 94103
Is property a certified historic structure? yes no If yes, date of NPS certification _____ QR date of National Register listing 1/15/1982

2. Project Data
Project start date 12/01/2015 Project completed and building placed in service date 12/27/2017
Estimated rehabilitation costs (QRE) \$18,643,054 Total estimated costs (QRE plus non-QRE) \$20,584,899
Number of housing units before/after rehabilitation 0 / 0 Number of low-moderate housing units before/after rehabilitation 0 / 0

3. Project Contact (if different from applicant)
Name Ruth Todd, Principal Company Page 2 Turnbull, Inc
Street 417 Montgomery Street City San Francisco State CA
Zip 94107 Telephone 4155933234 Email Address ruthodd@page-turnbull.com

4. Applicant List all additional owners on next page.
I hereby attest that the information I have provided is, to the best of my knowledge, correct and that I am the owner of the above-described property within the meaning of "owner" set forth in 36 CFR § 67.2 (2011). If I am not the fee simple owner of the above-described property, then I have checked the following box to attest that the fee simple owner is aware of the action I am taking relative to this application and has no objection, as noted in a written statement from the owner, a copy of which statement (a) either is attached to this application form and incorporated herein, or has been previously submitted, and (b) meets the requirements of 36 CFR § 67.9(a) (1) (2011). For purposes of this attestation, the singular shall include the plural wherever appropriate. I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 18 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of up to 8 years.
Name Chris Foley (HTC Representative), Douglas Cook, Ken Park Signatures _____ Date 8/23/18
Applicant Entity 1401 Howard LLC SSN _____ or TIN 262809034
Street 850 7th Street City San Francisco State CA
Zip 94107 Telephone 4154454670 Email Address cfoley@groundmatrix.com
 Applicant, SSN, or TIN has changed since previously submitted application,
 There are no additional owners within the meaning of "owner" set forth in 36 CFR § 67.2 (2011).

NPS Official Use Only
The National Park Service has reviewed the Historic Preservation Certification Application - Request for Certification of Completed Work (Part 3) for this property and has determined that:
 the completed rehabilitation meets the Secretary of the Interior's Standards for Rehabilitation and is consistent with the historic character of the property and, where applicable, the district in which it is located. Effective the date indicated below, the rehabilitation of the "certified historic structure" is hereby designated a "certified rehabilitation." This certification is to be used in conjunction with appropriate Internal Revenue Service regulations. Questions concerning specific tax consequences or interpretations of the Internal Revenue Code should be addressed to the Internal Revenue Service. Completed projects may be inspected by an authorized representative of the Secretary to determine if the work meets the Standards for Rehabilitation. The Secretary reserves the right to make inspections at any time up to five years after completion of the rehabilitation and to revoke certification, if it is determined that the rehabilitation project was not undertaken as presented by the owner in the application form and supporting documentation, or the owner, upon obtaining certification, undertook unapproved further alterations as part of the rehabilitation project inconsistent with the Secretary's Standards for Rehabilitation.
 the completed rehabilitation meets the Secretary of the Interior's Standards for Rehabilitation. However, because this property is not yet a "certified historic structure," the rehabilitation cannot be designated a "certified rehabilitation" eligible for Federal tax credits at this time. It will become a "certified historic structure" on the date it or the historic district in which it is located is listed in the National Register of Historic Places. On that date, the completed rehabilitation will automatically become a "certified rehabilitation." It is the owner's responsibility to obtain such listing through the State Historic Preservation Office. Questions concerning specific tax consequences or interpretations of the Internal Revenue Code should be addressed to the Internal Revenue Service. Completed projects may be inspected by an authorized representative of the Secretary to determine if the work meets the Standards for Rehabilitation. The Secretary reserves the right to make inspections at any time up to five years after completion of the rehabilitation and to revoke certification, if it is determined that the rehabilitation project was not undertaken as presented by the owner in the application form and supporting documentation, or the owner, upon obtaining certification, undertook unapproved further alterations as part of the rehabilitation project inconsistent with the Secretary's Standards for Rehabilitation.
 the rehabilitation is not consistent with the historic character of the property or the district in which it is located and that the project does not meet the Secretary of the Interior's Standards for Rehabilitation.

A copy of this determination will be provided to the Internal Revenue Service in accordance with Federal law.
Date 9/20/18 National Park Service Authorized Signature Antonio Aguilar 202-354-2032

NPS comments attached

HARD COST APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: 1401 Howard, LLC.

PROJECT: 1401 Howard Street
1401 Howard Street, San Francisco, CA

APPLICATION NO: 22

PERIOD TO: 1/31/2018

FROM CONTRACTOR: Pallsade Builders, Inc.
1875 S. Bascom Ave. #2400, Campbell, CA 95008

CONTRACT DATE:

PROJECT MANAGER: S. Clark

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Total changes approved in previous months By Owner		ADDITIONS	DEDUCTIONS
Totals		2,001,881.73	
Total approved this Month			
No.	Approval Date		
NET CHANGES by Change Order		0.00	0.00

Application is made for Payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$ 11,111,908.00
2. NET CHANGES BY CHANGE ORDERS	\$ 2,001,881.73
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 13,113,789.73
4. TOTAL COMPLETED & STORED TO DATE	\$ 12,825,585.65
5. RETAINAGE:	\$ 958,053.01
6. TOTAL EARNED LESS RETAINAGE	\$ 11,867,532.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT*	\$ 11,553,903.06
8. CURRENT PAYMENT DUE	\$ 313,629.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,246,257.08

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

*Includes prior unpaid amount of \$379,370.94 from AIA#21 (December 2017)

CONTRACTOR:

By: _____ Date: _____

OWNER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for)

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

Owner: 1401 Howard, LLC

By: _____ Date: _____

Architect: Page & Turnbull

By: _____ Date: _____

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/1/2018
 PERIOD TO : 1/31/2018
 JOB # : 1600
 CONTRACT DATE :

JOB #1600 - 1401 Howard Street, San Francisco, CA

1395

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru PCCO#11)	New Scheduled Value	D Work Completed		E This Period Work In Place (F - D)	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % Complete (G / C)	I Balance to Finish (C-G)	Retainage at 10%
					Previous Applications (D + E)							
1290	Weather Protection	\$ 25,000.00		\$ 25,000.00	\$ 24,231.49				\$ 24,231.49	97%	\$ 768.51	\$ 2,423.15
1390	Hoisting/Equipment Rentals	\$ 110,000.00	\$ (3,544.02)	\$ 106,455.98	\$ 100,000.00		\$ 6,455.98		\$ 106,455.98	100%	\$ -	\$ 10,646.60
1800	General Conditions/Supervision	\$ 800,000.00	\$ 343,000.00	\$ 1,143,000.00	\$ 1,050,000.00		\$ 73,321.77		\$ 1,123,321.77	98%	\$ 19,678.23	\$ -
2060	Demo Existing Concrete SOG	\$ 37,600.00	\$ (7,600.00)	\$ 30,000.00	\$ 30,000.00		\$ -		\$ 30,000.00	100%	\$ -	\$ -
2070	Selective Demolition	\$ 125,000.00	\$ 92,298.53	\$ 217,298.53	\$ 217,298.53		\$ -		\$ 217,298.53	100%	\$ -	\$ 15,479.85
2080	Core Drilling	\$ 7,600.00		\$ 7,500.00	\$ 7,500.00		\$ -		\$ 7,500.00	100%	\$ -	\$ 760.00
2250	Underpinning p/its/misc.	\$ -	\$ 79,847.59	\$ 79,847.59	\$ 79,847.59		\$ -		\$ 79,847.59	100%	\$ -	\$ (0.00)
2300	Spoils Removal	\$ 13,280.00	\$ 32,130.00	\$ 45,410.00	\$ 45,410.00		\$ -		\$ 45,410.00	100%	\$ -	\$ 4,541.00
2310	Excavation	\$ 25,000.00	\$ 5,906.00	\$ 30,906.00	\$ 30,906.00		\$ -		\$ 30,906.00	100%	\$ -	\$ 3,090.60
2450	Micropiles	\$ 328,000.00		\$ 328,000.00	\$ 328,000.00		\$ -		\$ 328,000.00	100%	\$ -	\$ -
2460	Casing Upper 10' of each Micropile	\$ 36,000.00	\$ 24,000.00	\$ 60,000.00	\$ 60,000.00		\$ -		\$ 60,000.00	100%	\$ -	\$ -
2510	Domestic Water Underground	\$ 24,100.00	\$ (24,100.00)	\$ -	\$ -		\$ -		\$ -	100%	\$ -	\$ -
2520	Sanitary Sewer & SD	\$ 143,440.00	\$ (36,000.00)	\$ 107,440.00	\$ 107,440.00		\$ -		\$ 107,440.00	100%	\$ -	\$ 10,744.00
2800	Landscape; Irrigation & Planting	\$ 46,000.00	\$ 48,000.00	\$ 94,000.00	\$ 27,328.06		\$ 40,301.93		\$ 67,630.89	72%	\$ 26,369.11	\$ 6,763.09
2810	Site Lighting (excludes fixtures)	\$ -	\$ 26,350.00	\$ 26,350.00	\$ 26,350.00		\$ -		\$ 26,350.00	100%	\$ -	\$ 2,635.00
2860	Landscape Arbors	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -		\$ -		\$ -	0%	\$ 15,000.00	\$ -
2920	Fencing	\$ 26,000.00	\$ 25,000.00	\$ 51,000.00	\$ 30,000.00		\$ -		\$ 30,000.00	60%	\$ 20,000.00	\$ 3,000.00
2950	Landscape Gas Lights (piping only)	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00		\$ -		\$ 12,500.00	100%	\$ -	\$ 1,250.00
2960	Joint Trench	\$ 25,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00		\$ -		\$ 85,000.00	100%	\$ -	\$ 1,500.00
3050	Rebar/Mesh, Shotcrete & CIP	\$ 1,245,000.00	\$ 70,728.00	\$ 1,315,728.00	\$ 1,315,728.00		\$ -		\$ 1,315,728.00	100%	\$ -	\$ 5,329.43
3070	Struct. Excavation, Backfill & Offhaul	\$ 151,000.00	\$ (4,721.36)	\$ 146,278.64	\$ 146,278.64		\$ -		\$ 146,278.64	100%	\$ -	\$ 14,523.51
3100	On Grade Site Concrete (Hardscape)	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00	\$ 70,815.67		\$ -		\$ 70,815.67	94%	\$ 4,184.33	\$ 7,081.57
3200	Offsite Concrete	\$ 50,000.00		\$ 50,000.00	\$ 28,864.00		\$ -		\$ 28,864.00	58%	\$ 21,136.00	\$ 2,886.40
3910	Misc. Concrete	\$ 50,000.00	\$ (50,000.00)	\$ -	\$ -		\$ -		\$ -	100%	\$ -	\$ -
SUBTOTALS PAGE 1		\$ 3,316,820.00	\$ 733,894.74	\$ 4,050,714.74	\$ 3,793,498.88		\$ 150,079.68		\$ 3,943,578.56	97%	\$ 107,136.18	\$ 99,643.20

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED IN TABULATIONS BELOW. AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/1/2018
 PERIOD TO : 1/31/2018
 JOB # : 1600
 CONTRACT DATE :

JOB #1600 - 1401 Howard Street, San Francisco, CA

1396

ITEM NO.	Description of work	Scheduled Value	Change Orders To Date (Thru PCCC#11)	New Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	Balance to Finish (C-G)	Retainage at 10%
					Previous Applications (D + E)	This Period Work In Place (F - D)					
4900	Masonry	\$ 20,000.00	\$ (20,000.00)	\$ -				\$ -	100%	\$ -	\$ -
5050	Structural Steel	\$ 275,000.00	\$ (40,000.00)	\$ 235,000.00	\$ 235,000.00			\$ 235,000.00	100%	\$ -	\$ 23,500.00
5070	Structural Steel Installation	\$ 400,000.00	\$ (88,158.91)	\$ 311,841.09	\$ 311,841.09	\$ -		\$ 311,841.09	100%	\$ -	\$ 21,158.91
5080	Mezzanine Steel	\$ 401,143.00	\$ (84,000.00)	\$ 317,143.00	\$ 317,143.00	\$ -		\$ 317,143.00	100%	\$ -	\$ 31,714.30
5090	Mezzanine Bridge	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	\$ -	\$ 5,000.00
5100	Mezzanine Glass Rail System	\$ 205,000.00	\$ (117,500.00)	\$ 87,500.00	\$ 83,696.20	\$ -		\$ 83,696.20	96%	\$ 3,803.80	\$ 8,369.62
5110	Stairs	\$ 80,000.00	\$ (17,500.00)	\$ 62,500.00	\$ 31,250.00	\$ -		\$ 31,250.00	60%	\$ 31,250.00	\$ 3,125.00
5120	Misc. Steel	\$ 25,000.00		\$ 25,000.00	\$ 11,812.50	\$ -		\$ 11,812.50	47%	\$ 13,187.50	\$ 1,181.25
5130	Supports for the 700 lb. Trough slnk	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100%	\$ -	\$ 750.00
6050	Cabinets	\$ 10,000.00	\$ (10,000.00)	\$ -				\$ -	100%	\$ -	\$ -
6100	Retrofit Carpentry	\$ 560,000.00	\$ 77,701.97	\$ 637,701.97	\$ 568,219.74	\$ 44,482.00		\$ 612,701.74	96%	\$ 25,000.23	\$ 61,270.17
6150	Window Stop Repair	\$ 50,000.00	\$ 46,867.00	\$ 96,867.00	\$ 96,867.00	\$ -		\$ 96,867.00	100%	\$ -	\$ 9,686.70
6160	Bell Tower Rot Repair	\$ -	\$ 151,458.96	\$ 151,458.96	\$ 151,458.96	\$ -		\$ 151,458.96	100%	\$ -	\$ 15,145.90
6200	Trim Carpentry	\$ 50,000.00		\$ 50,000.00	\$ 21,895.57	\$ 20,000.00		\$ 41,895.57	84%	\$ 8,104.43	\$ 4,189.56
6250	Scaffolding	\$ 175,000.00	\$ 174,060.84	\$ 349,060.84	\$ 349,060.84	\$ -		\$ 349,060.84	100%	\$ -	\$ 33,406.08
6250	Bell Tower Scaffolding	\$ -	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ -		\$ 165,000.00	100%	\$ -	\$ 16,500.00
6500	Counterlops	\$ 5,000.00	\$ (5,000.00)	\$ -				\$ -	100%	\$ -	\$ -
7200	Additional under slab insulation	\$ -	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100%	\$ -	\$ 3,500.00
7300	State Tile Roof	\$ 257,950.00	\$ (9,000.00)	\$ 258,950.00	\$ 258,950.00	\$ -		\$ 258,950.00	100%	\$ -	\$ 25,895.00
7500	Lower Roof System	\$ 35,000.00	\$ (6,890.00)	\$ 28,110.00	\$ 28,110.00	\$ -		\$ 28,110.00	100%	\$ -	\$ 2,811.00
7600	Flashing & Sheetmetal	\$ 200,000.00	\$ 234,323.47	\$ 434,323.47	\$ 434,323.47	\$ -		\$ 434,323.47	100%	\$ -	\$ 43,432.35
7900	Sealants & Caulking	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	\$ -	\$ 1,000.00
8050	Windows	\$ 545,000.00	\$ (275,423.78)	\$ 269,576.22	\$ 269,576.22	\$ -		\$ 269,576.22	100%	\$ -	\$ 26,957.62
8070	Stain Glass Repair	\$ 120,000.00	\$ (38,739.33)	\$ 81,260.67	\$ 81,260.67	\$ -		\$ 81,260.67	100%	\$ -	\$ 8,126.07
8080	Skylight Repair	\$ -	\$ 39,010.06	\$ 39,010.06	\$ 39,010.06	\$ -		\$ 39,010.06	100%	\$ -	\$ 3,901.01
8200	Dogs/Millwork & Finish Hardware	\$ 284,000.00	\$ (15,000.00)	\$ 269,000.00	\$ 264,631.12	\$ -		\$ 264,631.12	98%	\$ 4,368.88	\$ 26,463.11
9050	Plaster Repair	\$ 775,000.00	\$ 575,577.80	\$ 1,350,577.80	\$ 1,350,577.80	\$ -		\$ 1,350,577.80	100%	\$ -	\$ 135,057.78
9100	Metal Studs & Drywall	\$ 110,000.00	\$ (40,000.00)	\$ 70,000.00	\$ 70,000.00	\$ -		\$ 70,000.00	100%	\$ -	\$ 7,000.00
9200	Soffitt below Transept Cafe, Green Rm Stage Metal Framing	\$ -	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ -		\$ 17,000.00	100%	\$ -	\$ 1,700.00
9400	Ceramic Tile	\$ 30,000.00	\$ (30,000.00)	\$ -				\$ -	100%	\$ -	\$ -
9630	Flooring - Carpet Tile	\$ 78,000.00	\$ (78,000.00)	\$ -				\$ -	100%	\$ -	\$ -
9900	Painting	\$ 234,900.00	\$ 58,950.00	\$ 293,850.00	\$ 279,213.41	\$ -		\$ 279,213.41	95%	\$ 14,636.59	\$ 27,921.34
9950	Gold Leaf at Dome	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -		\$ 60,000.00	100%	\$ -	\$ 6,000.00
SUBTOTALS PAGE 2		\$ 8,312,813.00	\$ 1,501,132.82	\$ 9,813,945.82	\$ 9,393,898.53	\$ 214,561.68		\$ 9,608,458.21	98%	\$ 207,487.61	\$ 664,431.16

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED
 IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/1/2018
 PERIOD TO : 1/31/2018
 JOB # : 1600
 CONTRACT DATE :

JOB #1600 - 1401 Howard Street, San Francisco, CA

1397

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru PCCO#11)	New Scheduled Value	D Work Completed		E This Period Work In Place (F - D)	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored to Date (D + E + F)	H % Complete (G / C)	I Balance to Finish (C-G)	J Retainage at 10%
					Previous Applications (D + E)							
10320	Fire Extinguishers	\$ 1,600.00		\$ 1,600.00		\$ 1,600.00		\$ 1,600.00	100%	\$ -	\$ 160.00	
10400	Signage	\$ 6,500.00		\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100%	\$ -	\$ 650.00	
10450	Mirrors	\$ 2,000.00		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00	100%	\$ -	\$ 200.00	
10530	Access Doors & Ladders	\$ 12,000.00		\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100%	\$ -	\$ 1,200.00	
10600	Toilet Partitions	\$ 11,500.00		\$ 11,500.00	\$ 11,500.00	\$ -		\$ 11,500.00	100%	\$ -	\$ 1,150.00	
10800	Bath Accessories	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00	
10910	Misc. Specialties/Bike Racks	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00	
11010	Appliances	\$ 2,500.00	\$ (2,500.00)	\$ -				\$ -	100%	\$ -	\$ -	
12050	Window Coverings	\$ -		\$ -				\$ -	100%	\$ -	\$ -	
13170	Interior Plaster/Paint Lead Abatement	\$ 100,000.00	\$ (97,870.27)	\$ 2,129.73	\$ 2,129.73	\$ -		\$ 2,129.73	100%	\$ (0.00)	\$ 212.97	
13180	Bird Guano Abatement	\$ 12,500.00	\$ (3,200.00)	\$ 9,300.00	\$ 9,300.00	\$ -		\$ 9,300.00	100%	\$ -	\$ -	
13190	Asbestos Abatement	\$ 16,000.00	\$ (1,543.00)	\$ 14,457.00	\$ 14,457.00	\$ -		\$ 14,457.00	100%	\$ -	\$ -	
14200	Wheel Chair Lift	\$ 25,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	\$ -		\$ 45,000.00	100%	\$ -	\$ 4,500.00	
15050	Plumbing	\$ 105,000.00	\$ (21,000.00)	\$ 84,000.00	\$ 80,000.00	\$ 4,000.00		\$ 84,000.00	100%	\$ -	\$ 8,400.00	
15150	Radiant Floor Heat	\$ 145,000.00	\$ 7,500.00	\$ 152,500.00	\$ 152,500.00	\$ -		\$ 152,500.00	100%	\$ -	\$ 15,250.00	
15400	Ventilation	\$ 185,000.00	\$ 10,000.00	\$ 195,000.00	\$ 181,171.20	\$ 5,200.80		\$ 186,372.00	98%	\$ 8,628.00	\$ 18,637.20	
16050	Electrical	\$ 353,000.00	\$ 643,000.00	\$ 996,000.00	\$ 968,728.38	\$ 17,385.65		\$ 986,114.03	99%	\$ 9,885.97	\$ 98,611.40	
16070	Fixtures	\$ 50,000.00	\$ 85,281.00	\$ 135,281.00	\$ 126,327.00	\$ -		\$ 126,327.00	93%	\$ 8,954.00	\$ 12,632.70	
16080	Site Lighting Fixtures	\$ -	\$ 92,625.00	\$ 92,625.00	\$ 78,693.00	\$ 5,179.00		\$ 84,872.00	92%	\$ 7,753.00	\$ 8,487.20	
16090	Access Control / Intercom	\$ -	\$ 27,469.00	\$ 27,469.00	\$ 8,240.70	\$ 19,228.30		\$ 27,469.00	100%	\$ -	\$ 2,746.90	
16100	CCTV System	\$ -	\$ 15,484.00	\$ 15,484.00	\$ 4,645.20	\$ 10,838.80		\$ 15,484.00	100%	\$ -	\$ 1,548.40	
16150	WiFi System	\$ -	\$ 18,360.00	\$ 18,360.00	\$ 9,180.00	\$ 9,180.00		\$ 18,360.00	100%	\$ -	\$ 1,836.00	
16160	Music Speaker System	\$ -	\$ 51,248.00	\$ 51,248.00	\$ 51,248.00	\$ -		\$ 51,248.00	100%	\$ -	\$ 5,124.80	
16170	Commissary Service Upgrade	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -		\$ 6,000.00	100%	\$ -	\$ 600.00	
16180	Service Location Chg & Misc. Mods	\$ -	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ -		\$ 9,975.00	100%	\$ -	\$ 997.50	
16200	Low Voltage	\$ 150,000.00	\$ (60,000.00)	\$ 90,000.00	\$ 83,072.13	\$ -		\$ 83,072.13	92%	\$ 6,927.87	\$ 8,307.21	
16300	Telephone Data	\$ -	\$ 6,248.00	\$ 6,248.00	\$ 6,248.00	\$ -		\$ 6,248.00	100%	\$ -	\$ 624.80	
16400	Lighting Control System	\$ -	\$ 124,790.00	\$ 124,790.00	\$ 109,637.10	\$ 12,181.90		\$ 121,819.00	98%	\$ 2,971.00	\$ 12,181.90	
16500	Engineering	\$ -	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ -		\$ 27,500.00	100%	\$ -	\$ 2,750.00	
17000	Additional Tenant Improvements	\$ 240,000.00	\$ (240,000.00)	\$ -				\$ -	100%	\$ -	\$ -	
17001	Red Room - Ceiling restoration	\$ -	\$ 40,749.25	\$ 40,749.25	\$ 40,749.25	\$ -		\$ 40,749.25	100%	\$ -	\$ 4,074.93	
17002	West Tower - X brace & spiral stair	\$ -	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 10,000.00		\$ 30,000.00	75%	\$ 10,000.00	\$ 3,000.00	
17003	East Tower - X brace	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100%	\$ -	\$ 2,000.00	
SUBTOTALS PAGE 3		\$ 9,733,413.00	\$ 2,321,248.80	\$ 2,054,661.80	\$ 11,479,698.22	\$ 312,356.13	\$ -	\$ 11,792,054.35	98%	\$ 262,607.45	\$ 880,615.08	

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22
 APPLICATION DATE : 1/31/2018
 PERIOD FROM : 1/1/2018
 PERIOD TO : 1/31/2018
 JOB #: 1600
 CONTRACT DATE:

JOB #1600 - 1401 Howard Street, San Francisco, CA

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru POCO#11)	New Scheduled Value	D Work Completed		E This Period Work In Place (F - D)	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % Complete (G / C)	I Balance to Finish (C-G)	Retainage at 10%
					Previous Applications (D + E)							
	DIRECT COSTS:											
	Division 1 - General Requirements	\$ 935,000.00	\$ 339,456.98	\$ 1,274,456.98	\$ 1,174,231.49	\$ 79,777.75	\$ -	\$ 1,254,009.24	98%	\$ 20,446.74	\$ 13,068.75	
	Division 2 - Site Improvements	\$ 836,820.00	\$ 353,432.12	\$ 1,189,252.12	\$ 1,057,581.08	\$ 70,301.93	\$ -	\$ 1,127,883.01	95%	\$ 61,369.11	\$ 58,753.54	
	Division 3 - 17 Bldg. Improvements	\$ 7,962,593.00	\$ 1,628,360.70	\$ 9,590,953.70	\$ 9,247,885.65	\$ 162,276.45	\$ -	\$ 9,410,162.10	98%	\$ 180,791.60	\$ 810,792.79	
	TOTAL DIRECT COST	\$ 9,733,413.00	\$ 2,321,248.80	\$ 12,054,661.80	\$ 11,479,698.22	\$ 312,356.13	\$ -	\$ 11,792,054.35	98%	\$ 262,607.45	\$ 880,615.08	
9000	OVERHEAD & PROFIT	\$ 632,872.00	\$ 119,247.56	\$ 751,919.56	\$ 722,925.28	\$ 12,613.91		\$ 735,539.19	98%	\$ 16,380.36	\$ 73,553.92	
8000	CONSTRUCTION CONTINGENCY 1.8%	\$ 486,671.00	\$ (486,671.00)	\$ -	\$ -			\$ -	100%	\$ -	\$ -	
102	CCIP INSURANCE	\$ 259,152.00	\$ 48,056.38	\$ 307,208.38	\$ 282,831.70	\$ 15,360.42		\$ 297,992.12	97%	\$ 9,216.26	\$ 3,884.01	
	TOTAL GUARANTEED MAXIMUM PRICE	\$ 11,111,908.00	\$ 2,001,881.74	\$ 13,113,789.73	\$ 12,485,255.20	\$ 340,830.46	\$ -	\$ 12,825,585.66	98%	\$ 288,204.07	\$ 958,053.01	

1398

						Three Way Value Comparison			Lesser of the 3 Comparisons				
APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	2019 Factored Base Year Value	Restricted Value by Income	Market Value	Taxable Mills Act Value	Reduction In Assessed Value	Percentage % Reduction From FBVY	2018 Property Tax Rate	Estimated Property Tax Savings
05-0612-001A	2251 Webster	Single Family	Yes	1900	1,586	\$ 1,837,603	\$ 618,000	\$ 1,840,000	\$ 618,000	\$ (1,219,603)	-66.37%	1.1630%	(\$14,184)
06-0866-014	64 Potomac	Single Family	Yes	1900	1,750	\$ 2,550,000	\$ 600,000	\$ 2,500,000	\$ 600,000	\$ (1,950,000)	-76.47%	1.1630%	(\$22,679)
23-3517-035	1401 Howard	Office	No.	1913	21,943	\$ 18,458,740	\$12,700,000	\$13,700,000	\$ 12,700,000	\$ (5,758,740)	-31.20%	1.1630%	(\$66,974)
23-3542-062	2168-2174 Market	Retail	No	1907	17,132	\$ 684,218	\$ 4,030,000	\$ 6,850,000	\$ 684,218	\$ -	0.00%	1.1630%	\$0
24-3640-031	2731-2735 Folsom	3-units	Yes / No	1900	5,200	\$ 6,170,997	\$ 3,119,000	\$ 6,500,000	\$ 3,119,000	\$ (3,051,997)	-49.46%	1.1630%	(\$35,495)



SAN FRANCISCO
PLANNING DEPARTMENT

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2019 OCT 15 PM 2:25

BY AK

October 15, 2018

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

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Re: Transmittal of Planning Department Case Numbers: 2019-006323MLS;
2019-006384MLS; 2019-006322MLS; 2019-005831MLS; 2019-006455MLS

Six Individual Mills Act Historical Property Contract Applications for the
following addresses: 2251 Webster Street; 1401 Howard Street; 64 Potomac
Street; 2168 Market Street; 2731-2735 Folsom Street

BOS File Nos: _____ (pending)

Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On October 2, 2019 the San Francisco Historic Preservation Commission (hereinafter
"Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to
consider the proposed Mills Act Historical Property Contract Applications. At the October 2,
2018 hearing, the Commission voted to approve the proposed Resolutions.

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

The Project Sponsors submitted the Mills Act applications on May 1, 2019. 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.

www.sfplanning.org

Transmittal Materials
Mills Act Historical Property Contracts

The Mills Act Historical Property Contracts are time sensitive. Contracts must be recorded with the Assessor-Recorder by December 30, 2019 to become effective in 2020. We respectfully request these items be introduced at the next available hearing date. Your prompt attention to this matter is appreciated.

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

Sincerely,



Aaron D. Starr
Manager of Legislative Affairs

cc: John Carroll, Office of the Clerk of the Board
Andrea Ruiz-Esquide, City Attorney's Office

Attachments:

Mills Act Contract Case Report, dated October 2, 2019
Assessor Valuation Table

2251 Webster Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

1401 Howard Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application
Historic Structure Report

64 Potomac Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

2168 Market Street

Historic Preservation Commission Resolution

Transmittal Materials
Mills Act Historical Property Contracts

Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application
Historic Structure Report

2731-2735 Folsom Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application