File No. 211088 **Committee Item No.** 1
Board Item No. 21

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight **Date:** May 5, 2022
Board of Supervisors Meeting: **Date:** May 17, 2022

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☒	X	**Resolution - VERSION 2**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☒	X	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☒	X	**Contract / DRAFT Mills Act Agreement**
☐	☐	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☒	X	**Public Correspondence**

OTHER

☒	X	HPC Presentation – April 21, 2022
☒	X	HPC Presentation – December 2, 2021
☒	X	CEQA Categorical Exemption Determination
☒	X	HPC Reso No. 1199 – October 6, 2021
☒	X	HPC Executive Summary – October 6, 2021
☒	X	Assessor's Valuation Report
☒	X	Planning Department's Pre-Approval Report – May 28, 2021
☒	X	Rehab and Maintenance Plan Exhibits A and B

Prepared by: John Carroll **Date:** April 14, 2022
Prepared by: Jessica Perkinson **Date:** April 29, 2022
Prepared by: Alisa Somera **Date:** May 12, 2022

AMENDED IN COMMITTEE
4/21/2022

FILE NO. 211088 RESOLUTION NO.

[Mills Act Historical Property Contract - 714 Steiner Street]

Resolution approving a historical property contract between Leah Culver Revocable Trust, the owner of 714 Steiner Street, Assessor's Parcel Block No. 803, Lot No. 019, and the City and County of San Francisco, under Administrative Code, Chapter 71; electing not to renew the historical property contract as of the first day after the tenth anniversary date of the contract; authorizing the Planning Director and the Assessor-Recorder to execute and record the historical property contract; and authorizing the Planning Director to cause a notice of the non-renewal of the historical property contract to be recorded in the City Assessor-Recorder's office on December 31, 2032.

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

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

WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in File No. 211088, is incorporated herein by reference, and the Board herein affirms it; and

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

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

WHEREAS, 714 Steiner Street, Assessor's Parcel Block No. 803, Lot No. 019, ("714 Steiner Street") is a contributor to Alamo Square Historic District, and thus qualifies as a historical property as defined in Administrative Code, Section 71.2; and

WHEREAS, A Mills Act application for an historical property contract has been submitted by Leah Culver Revocable Trust, the owner of 714 Steiner Street, detailing rehabilitation work and proposing a maintenance plan for the property; and

WHEREAS, As required by Administrative Code Section 71.4(a), the application for the historical property contract for 714 Steiner Street was reviewed by the Office of the Assessor-Recorder and the Historic Preservation Commission; and

WHEREAS, The Assessor-Recorder has reviewed the historical property contract and has provided the Board of Supervisors with an estimate of the property tax calculations and the difference in property tax assessments under the different valuation methods permitted by the Mills Act in its report transmitted to the Board of Supervisors on April 19, 2022, which report is on file with the Clerk of the Board of Supervisors in File No. 211088 and is hereby declared to be a part of this Resolution as if set forth fully herein; and

WHEREAS, The Historic Preservation Commission recommended approval of the historical property contract in its Resolution No. 1199, including approval of the exemption from limitations on eligibility and the Rehabilitation Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of the Board of Supervisors in File No. 211088 and is hereby declared to be a part of this Resolution as if set forth fully herein; and

WHEREAS, The draft historical property contract between Leah Culver Revocable Trust, the owners of 714 Steiner Street, and the City and County of San Francisco is on file

with the Clerk of the Board of Supervisors in File No. 211088 and is hereby declared to be a part of this Resolution as if set forth fully herein; and

WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's recommendation and the information provided by the Assessor's Office in order to determine whether the City should execute the historical property contract for 714 Steiner Street; and

WHEREAS, The Board of Supervisors has determined that it is in the public interest to elect not to renew the historical property contract for 714 Steiner Street, as of the first day after the tenth anniversary date of the contract; and

WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the owner of 714 Steiner Street, as well as the historical value of 714 Steiner Street, with the cost to the City of providing the property tax reductions authorized by the Mills Act, and has determined that it is in the public interest to enter into an historical property contract with the applicants subject to its election not to renew the historical property contract as of the first day after the tenth anniversary date of the contract; now, therefore, be it

RESOLved, That, given that 714 Steiner Street is a contributor to the Alamo Square Historic District, the Board of Supervisors hereby approves the historical property contract between Leah Culver Revocable Trust, the owners of 714 Steiner Street, and the City and County of San Francisco; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby elects not to renew the historical property contract for 714 Steiner Street, effective on the first day after the tenth anniversary date of the contract; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby notifies the Assessor-Recorder of the non-renewal of the historical property contract for 714 Steiner Street, effective on the first day after the tenth anniversary date of the contract; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning Director to send notice no later than 30 days after adoption of this Resolution to the owner of 714 Steiner Street informing it that the historical property contract will not be renewed; and, be it

FURTHER RESOLVED, That, the Board of Supervisors hereby authorizes the Planning Director and the Assessor-Recorder to execute the historical property contract and record the historical property contract; and be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning Director to cause a notice of the non-renewal of the historical property contract to be recorded in the City Assessor-Recorder's office on December 31, 2032 unless the Board of Supervisors withdraws the notice of non-renewal before that date.

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MILLS ACT HISTORICAL PROPERTY CONTRACT

Elizabeth Gordon-Jonckheer
Principal Planner

Michelle Taylor
Senior Preservation Planner

GAO Hearing, April 21, 2022

San Francisco Planning

What is the Mills Act?

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

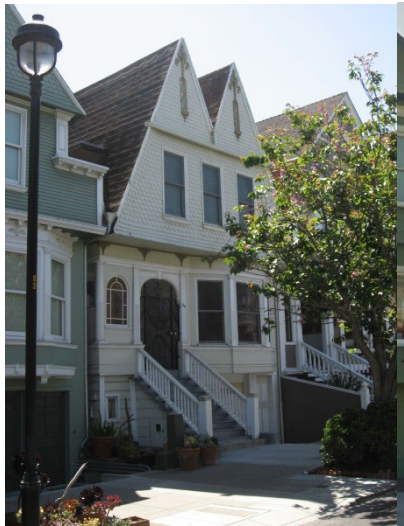



Eligibility

Qualified Historical Property

- Article 10 and Article 11
- National Register of Historic Places
- California Register of Historic Resources

either individually or as a contributor to a district


Valuation Limits

- Tax assessment value of **$3,000,000** for residential buildings
- Tax assessment value of **$5,000,000** for commercial buildings

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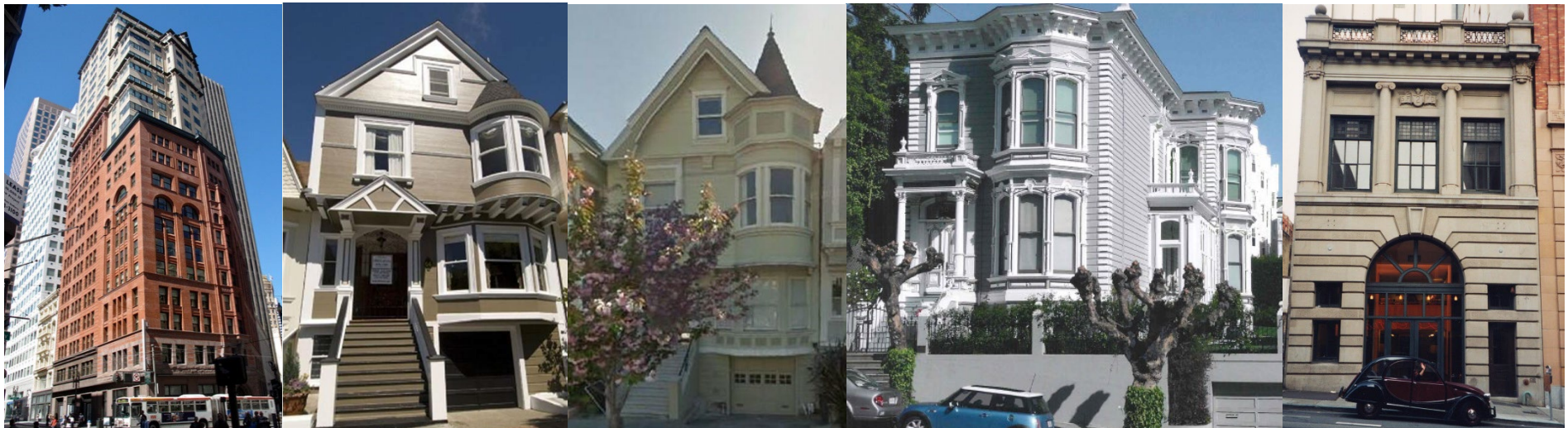
Exemptions

- Exceptional significance
- Property has excessive and/or unusual maintenance requirements and is otherwise in danger of demolition
- Exemptions require preparation of a Historic Structure Report (HSR)

Priority Considerations

- Necessity,
- Investment,
- Distinctiveness,
- Recently Designated Landmark
- Legacy Business



Contract Terms

Property owners enter into a Mills Act Contract with the City:

- 10 years and renewed annually
- Runs with the land
- Secretary's Standards and California Historical Building Code
- 12.5% cancellation penalty
- Inspections




714 Steiner Street, 1895

Alamo Square Historic District

THANK YOU

San Francisco Planning

www.sfplanning.org

Elizabeth Gordon-Jonckheer
Principal Planner
Elizabeth.Gordon-Jonckheer@sfgov.org

Michelle Taylor
Senior Preservation Planner
Michelle.Taylor@sfgov.org

Property Tax Savings Calculations

To calculate the property tax savings, the Assessor-Recorder will perform a three-way value comparison as required by state law.

1. FACTORED BASE YEAR VALUE (PROP 13)
Purchase price trended to roll being prepared. New construction is added on to the trended base value

2. MARKET APPROACH
Comparable sales information

3. INCOME APPROACH
All sources of income (potential rent, etc.)

The lowest of these three values will determine the taxable value for the year.

2021 Mills Act historical property Contract

Elizabeth Gordon-Jonckheer
Principal Planner

Jonathan Vimr
Senior Preservation Planner

GAO Hearing, December 2, 2021

San Francisco Planning

MILLS ACT APPLICATION REVIEW REQUIREMENTS

- **5 Priority Considerations**
  - Necessity,
  - Investment,
  - Distinctiveness,
  - Recently Designated Landmark
  - Legacy Business

- **Eligibility Exemption Requirements**

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

714 Steiner Street built 1895/Alamo Square Historic District

THANK YOU

San Francisco Planning

www.sfplanning.org

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Jonathan Vimr
Senior Preservation Planner
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2021 MILLS ACT APPLICATIONS
ASSESSOR PRELIMINARY VALUATIONS
As of July 1, 2021
Upon recording of the Mills Act contract by December 31, 2021 the first year of the Mills Act Value will be for the 2022-2023 fiscal year

APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	2021 Factored Base Year Value	Restricted Income Approach Value	Market Value	Taxable Mills Act Value	Reduction in Assessed Value	Percentage % Reduction From FBYV	2020 * Property Tax Rate	Estimated Property Taxes without Mills Act	Estimated Property Taxs with Mills Act	Estimated Property Tax Savings
0803 019	714 Steiner St	2 units	Vacant	1890's	2,752	$3,586,777	$951,784	$2,500,000	$951,784	($2,634,993)	-73.46%	1.1984%	$42,984	$11,406	($31,578)

Remarks: (a) 2021 property tax rate will not be established until late September 2021
(b) Historical property contract must be recorded by December 31, 2021
(c) Mills Act valuation becomes effective as of January 1, 2022 for the Fiscal year July 1, 2022 to June 30, 2023

Recording Requested by, and
when recorded, send notice to:
Shannon Ferguson
49 South Van Ness Avenue, Suite 1400
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 Leah Culver Revocable Trust ("Owner").

RECITALS

Owner is the owner of the property located at 714 Steiner Street, in San Francisco, California (Block 0803, Lot 019). The building located at 714 Steiner is a contributor to the Alamo Square Historic District 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 one million two hundred fifty nine thousand nine hundred dollars ($1,259,900.00). (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 five thousand four hundred dollars ($5,400) 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 does 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 acknowledges and agrees 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 Owner are authorized to do so.

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By:_____ DATE:_____
Carmen Chu, Assessor-Recorder

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

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

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

OWNER

By:_____ DATE:_____
Leah Culver, Leah Culver Revocable Trust, Owner

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

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

CEQA CATEGORICAL EXEMPTION DETERMINATION

Property Information/Project Description

Project Address	Block/Lot(s)
714 Steiner St	0803/019
Case No.	**Permit No.**
2021-004327MLS	

☒ **Addition Alteration** ☐ **Demolition** (requires HRE for Category B Building) ☐ **New Construction**

Project Description

- Mills Act Historical Property Contract

STEP 1: Exemption Class

☐ **Class 1 - Existing Facilities.** Interior and exterior alterations; additions under 10,000 sq. ft.

☐ **Class 3 - New Construction.** Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.

☐ **Class 32 - In-Fill Development.** New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below:

a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
b. The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.
c. The project site has no value as habitat for endangered rare or threatened species.
d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
e. The site can be adequately served by all required utilities and public services.

FOR ENVIRONMENTAL PLANNING USE ONLY

☒ **Class 31 – Historical Resource Restoration/Rehabilitation.** Projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

STEP 2: CEQA Impacts

To Be Completed By Project Planner

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

STEP 3: Property Status - Historic Resource

To Be Completed By Project Planner

PROPERTY IS ONE OF THE FOLLOWING: (*refer to Parcel Information Map*)	
☒	**Category A:** Known Historical Resource. **GO TO STEP 5.**
☐	**Category B:** Potential Historical Resource (over 45 years of age). **GO TO STEP 4.**
☐	**Category C:** Not a Historical Resource or Not Age Eligible (under 45 years of age). **GO TO STEP 6.**

STEP 4: Proposed Work Checklist

To Be Completed By Project Planner

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

STEP 5: CEQA Impacts - Advanced Historical Review

To Be Completed By Project Planner

Check all that apply to the project.
☒ **1.** Project involves a **known historical resource (CEQA Category A)** as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
☐ **2. Interior alterations to publicly accessible spaces.**
☐ **3. Window replacement** of original/historic windows that are not "in-kind" but are consistent with existing historic character.
☒ **4. Façade/storefront alterations** that do not remove, alter, or obscure character-defining features.
☐ **5. Raising the building** in a manner that does not remove, alter, or obscure character-defining features.
☒ **6. Restoration** based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
☐ **7. Addition(s)**, including mechanical equipment that are minimally visible from a public right-of-way and meet the *Secretary of the Interior's Standards for Rehabilitation*.
☒ **8. Other work consistent** with the Secretary of the Interior Standards for the Treatment of Historic Properties (specify or add comments):
☐ **9. Other work** that would not materially impair a historic district (specify or add comments): (Requires approval by Senior Preservation Planner/Preservation Coordinator)
☐ **10. Reclassification of property status.** (Requires approval by Senior Preservation Planner/Preservation ☐ Reclassify to Category A a. Per HRER dated b. Other (specify): ☐ Reclassify to Category C *(attach HRER)*
Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.
☒ **Project can proceed with categorical exemption review**. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. **GO TO STEP 6.**
Comments (*optional*):
Preservation Planner Signature: Shannon Ferguson

STEP 6: Categorical Exemption Determination

To Be Completed By Project Planner

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

Project Approval Action:
HPC Motion

If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.	**Signature:** Shannon Ferguson

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

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

STEP 7: Modification of a CEQA Exempt Project

To Be Completed By Project Planner

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be

PROPERTY INFORMATION/PROJECT DESCRIPTION		
Project Address (If different than front page)		**Block/Lot(s) (If different than front page)**
Case No.	**Previous Building Permit No.**	**New Building Permit No.**
Plans Dated	**Previous Approval Action**	**New Approval Action**
Modified Project Description:		

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION
Compared to the approved project, would the modified project:
☐ Result in expansion of the building envelope, as defined in the Planning Code;
☐ Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
☐ Result in demolition as defined under Planning Code Section 317 or 19005(f)?
☐ Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption?
If at least one of the above boxes is checked, further environmental review is required.

DETERMINATION OF NO SUBSTANTIAL MODIFICATION
☐ The proposed modification would not result in any of the above changes.
If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice.

Planner Name:	**Signature or Stamp:**

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

HISTORIC PRESERVATION COMMISSION RESOLUTION #1199

HEARING DATE: OCTOBER 6, 2021

Record No.:	**2021-004327MLS**
Project Address:	**714 Steiner Street**
Zoning:	RH-2 - Residential- House, Two-Family
Height & Bulk:	40-X Height and Bulk District
Historic District:	Alamo Square Historic District
Block/Lot:	0803/019
Project Sponsor:	Leah Culver
Property Owner:	Leah Culver Revocable Trust 30 Walter Street San Francisco, CA 94114 412-608-7984 leah.culver@gmail.com
Staff Contact:	Shannon Ferguson – (628) 652-7354 Shannon.Ferguson@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 714 STEINER 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 71, to implement Mills Act locally; and

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

WHEREAS, the existing building located at 714 Steiner Street is located in the Alamo Square Historic District; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, Historic Structure Report, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 714 Steiner, which are located in Case Docket No. 2021-004327MLS. 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 714 Steiner Street as a qualified historical property, and agrees with the Planning Department's recommendation that it meets the criteria for granting an exemption from the limitations on eligibility, and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, at a duly noticed public hearing held on October 6, 2021, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historic Structure Report, Draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 714 Steiner Street, which are located in Case Docket No. 2021-004327MLS.

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 714 Steiner 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 714 Steiner Street, and other pertinent materials in the case file 2021-004327MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 6, 2021.

Jonas P. Ionin
Commissions Secretary

AYES: Matsuda, Nageswaran, Black, Foley, Johns, So, Wright

NOES: None

ABSENT: None

ADOPTED: October 6, 2021

EXHIBITS A & B

Mills Act Historical Property Contract, including the Rehabilitation Program (Exhibit A), and Maintenance Plan (Exhibit B) for the historic building located at 714 Steiner Street.

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

2021 MILLS ACT HISTORICAL PROPERTY CONTRACTS EXECUTIVE SUMMARY

HEARING DATE: OCTOBER 6, 2021

Re:	**2021 Mills Act Historical Property Contracts**
Staff Contact:	**Shannon Ferguson - 628-652-7354**
	Shannon.Ferguson@sfgov.org
Reviewed By:	**Elizabeth Gordon-Jonckheer-** 628-652-7352
	Elizabeth.Gordon-Jonckheer@sfgov.org
Record No.:	**2021-004327MLS**
Project Address:	**714 Steiner Street**
Zoning:	RH-2 - Residential- House, Two-Family
Height & Bulk:	40-X Height and Bulk District
Historic District:	Alamo Square Historic District
Block/Lot:	0803/019
Project Sponsor:	Leah Culver
Property Owner:	Leah Culver Revocable Trust
	30 Walter Street
	San Francisco, CA 94114
	412-608-7984
	leah.culver@gmail.com

Property Description

714 Steiner Street is a contributing building to the Article 10 Alamo Square Historic District. It is located on the east side of Steiner Street between Hayes and Grove Streets, Assessor's Block 0803 Lot 019. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. 714 Steiner Street is one of the Queen Anne buildings on "Postcard Row" directly across from Alamo Square. The building is a three story over garage, wood-frame, two-unit residential building constructed in 1895 and features a gable roof and bay window.

Project Description

This project is for Mills Act Historical Property Contracts for 714 Steiner Street.

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

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

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

Eligibility

QUALIFIED HISTORICAL PROPERTY

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

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

LIMITATIONS ON ELIGIBILITY

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

EXEMPTION FROM LIMITATIONS ON ELIGIBILITY

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

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

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

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

Application for Mills Act Historical Property Contract

WHO MAY APPLY AND APPLICATION CONTENT

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

APPLICATION DEADLINES

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

Approval Process

ASSESSOR-RECORDER REVIEW

Once an application has been received and found to be complete, the Planning Department refers the application for a historical property contract to the Assessor-Recorder for review and recommendation. Within 60 days of the receipt of a complete application, the Assessor-Recorder is required to provide to the Board of Supervisors and Historic Preservation Commission a report estimating the yearly property tax revenue to the City under the proposed Mills Act contract valuation method and under the standard method without the proposed Mills Act contract, and showing the difference in property tax assessments under the two valuation methods. If the Assessor-Recorder determines that the proposed rehabilitation includes substantial new construction or a change of use, or the valuation is otherwise complex the Assessor-Recorder may extend this period for up to an

additional 60 days by providing written notice of the extension to the applicant, the Historic Preservation Commission, and the Board of Supervisors. Such notice shall state the basis for the extension. If the Assessor-Recorder fails to provide a report and recommendation within the time frames set forth here, the Historic Preservation Commission and Board of Supervisors may proceed with their actions without such report and recommendation.

HISTORIC PRESERVATION COMMISSION REVIEW

The Historic Preservation Commission has the authority to recommend approval, disapproval, or modification of historical property contracts to the Board of Supervisors. For this purpose, the Historic Preservation Commission is required to hold a public hearing to review the application for the historical property contract and make a recommendation regarding whether the Board of Supervisors should approve, disapprove, or modify the historical property contract within 90 days of receipt of the Assessor-Recorder's report or within 90 days of the date the report should have been provided if none is received. The recommendation of the Historic Preservation Commission may include recommendations regarding the proposed rehabilitation, restoration, and preservation work, the historical value of the qualified historical property, and any proposed preservation restrictions or maintenance requirements to be included in the historical property contract. The Planning Department forwards the application and the recommendation of the Historic Preservation Commission to approve or modify a historical property contract to the Board of Supervisors. Failure of the Historic Preservation Commission to act within the 90-day time limit constitutes a recommendation of disapproval, and the Planning Department is required to notify the property owner in writing of the Historic Preservation Commission's failure to act. If the Historic Preservation Commission recommends disapproval of the historical property contract, such decision is final unless the property owner files an appeal with the Clerk of the Board of Supervisors within 10 days of the final action of the Historic Preservation Commission or within 10 days of the Planning Department's notice of the Historic Preservation Commission's failure to act.

BUDGET ANALYST REVIEW

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

BOARD OF SUPERVISORS DECISION

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

Terms of the Mills Act Historical Property Contract

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

(1) The initial term of the contract, which shall be for a minimum period of 10 years;
(2) The owner's commitment and obligation to preserve, rehabilitate, restore and maintain the property in accordance with the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties;
(3) Permission to conduct periodic examinations of the interior and exterior of the qualified historical property by the Assessor-Recorder, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation and the State Board of Equalization as may be necessary to determine the owner's compliance with the historical property contract;
(4) That the historical property contract is binding upon, and shall inure to the benefit of, all successors in interest of the owner;
(5) An extension to the term of the contract so that one year is added automatically to the initial term of the contract on the anniversary date of the contract or such other annual date as specified in the contract unless notice of nonrenewal is given as provided in the Mills Act and in the historical property contract;
(6) Agreement that the Board of Supervisors may cancel the contract, or seek enforcement of the contract, when the Board determines, based upon the recommendation of any one of the entities listed in Subsection (3) above, that the owner has breached the terms of the contract. The City shall comply with the requirements of the Mills Act for enforcement or cancellation of the historical property contract. Upon cancellation of the contract, the property owner shall pay a cancellation fee of 12.5 percent of the full value of the property at the time of cancellation (or such other amount authorized by the Mills Act), as determined by the Assessor-Recorder without regard to any restriction on such property imposed by the historical property contract; and
(7) The property owner's indemnification of the City for, and agreement to hold the City harmless from, any claims arising from any use of the property.

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

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

Departmental Monitoring Report

Since March 31, 2013 and every three years thereafter, the Assessor-Recorder and the Planning Department has submitted a joint report to the Board of Supervisors and the Historic Preservation Commission providing the Departments' analysis of the historical property contract (Mills Act) program. The next report will be calendared for hearing before the Board of Supervisors and the Historic Preservation Commission in 2022. In addition, the Planning Department conducts annual monitoring to determine the owner's compliance with the historical property contract. Please see Attachment B for an update on annual monitoring.

Priority Criteria Considerations

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

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

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

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

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

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

Issues & Other Considerations

714 Steiner Street: The subject property is listed as a contributor to the Alamo Square Historic District and is thus a qualified historical property. The subject property is currently valued by the Assessor's Office as over $3,000,000 and required a Historic Structure Report (see attached) to substantiate the exceptional circumstances for granting an exemption from the limitations on eligibility.

The property meets the requirements for granting an exemption from the limitations on eligibility. The property is a particularly significant resource because it was constructed as early as 1895, survived the 1906 earthquake and fires, and went on to become internationally renowned as one of the buildings forming "Postcard Row"

directly across from Alamo Square. 714 Steiner Street is an important contributor to the Alamo Square Historic District for its early construction date, its survival through the ravages of the 1906 earthquake and fires, and for its architectural design, which includes its gabled roof and bay window. The building contributes to the narrative of Alamo Square as a highly intact, significant collection of residential architecture designed by distinguished architects spanning from the 1870s into the 1920s. Although the property is not in danger of demolition or substantial alteration, staff supports an eligibility exemption because of the applicant's commitment to preserving the building, including address deferred maintenance and remove the non-original garage/driveway in order to restore lower-level windows and siding. The proposed rehabilitation program also includes the repair and/or restoration of the front entry stair, windows throughout, decorative trim and window surrounds, and the front door and entryway millwork, among other items.

The owner of the qualified historical property submitted an application for a historical property contract and a Historic Structure Report to the Department by the May 1, 2021 application deadline.

The Assessor-Recorder estimated the property owner will receive an estimated $31,578 in property tax savings in the first year as a result of the Mills Act Contract. Please refer to the attached Market Analysis and Income Approach Report and Preliminary Valuation spreadsheet prepared by the Assessor-Recorder for detailed information.

As detailed in the application, the applicant proposes to rehabilitate and maintain the historic property. The proposed Rehabilitation Plan (Exhibit A) proposes to perform seismic work, replace the roof, repair and paint the siding, remove the garage, restore historic location of two street-facing windows, restore historic low wall and railing, replace steps, and restore/repair windows and doors. The estimated cost of the proposed rehabilitation work is $1,259,900.00

The proposed Maintenance Plan (Exhibit B) proposes to inspect and make any necessary repairs to the foundation, roof, siding, windows and doors, and stairs on an annual basis. The estimated cost of maintenance work is $5,400 annually.

No changes to the use of the property are proposed. The Department has determined that the proposed work, as detailed in Exhibits A and B, will be in conformance with the *Secretary of Interior's Standards for Rehabilitation*. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work.

The subject property meets three of the five Priority Considerations: Necessity, Investment and Distinctiveness. The proposed rehabilitation will require significant associated costs to ensure the preservation of the subject property. The property owner will invest additional money towards the rehabilitation other than for routine maintenance, including structural upgrades. Finally, the proposed rehabilitation project will preserve and enhance the integrity of one of the renowned "Postcard Row" buildings. The subject property does not meet the Recently Designated City Landmarks or the Legacy Business criteria. Alamo Square was designated an Article 10 landmark district in 1984 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

Public/Neighborhood Input

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

Environmental Review Status

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

Basis for Recommendation

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

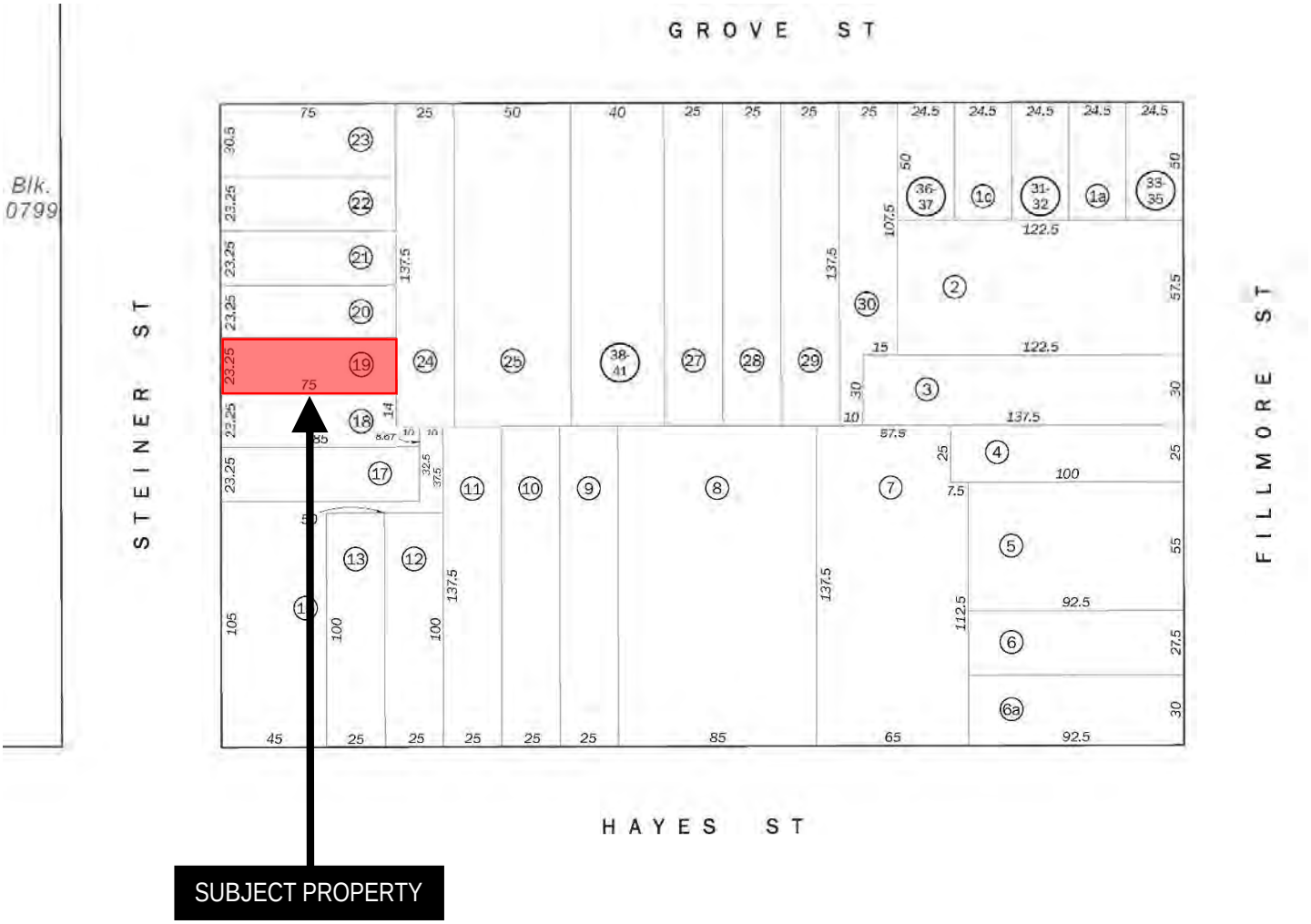
Attachments

Attachment A – 714 Steiner Street
- Maps and Context Photos
- Draft Resolution
- Draft Mills Act Contract
- Exhibits A & B: Draft Rehabilitation and Maintenance Plan
- Draft Mills Act Valuation provided by the Assessor-Recorder's Office
- Categorical Exemption
- Pre-Approval Inspection Report
- Mills Act Application & Historic Structure Report

Attachment B – Planning Department Annual Monitoring Information

Attachment C – Current Mills Act Valuations provided by the Assessor-Recorder's Office

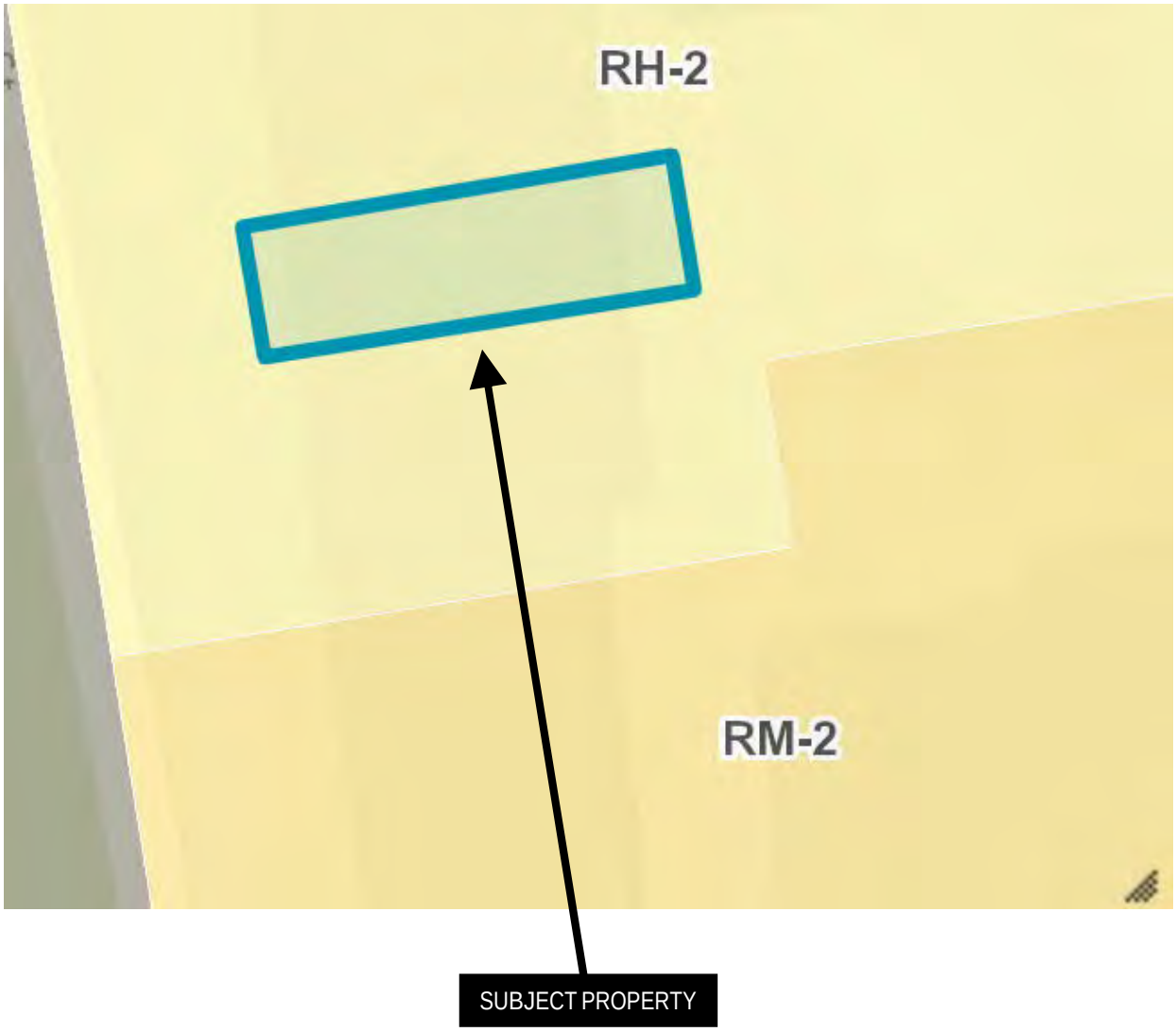
Parcel Map



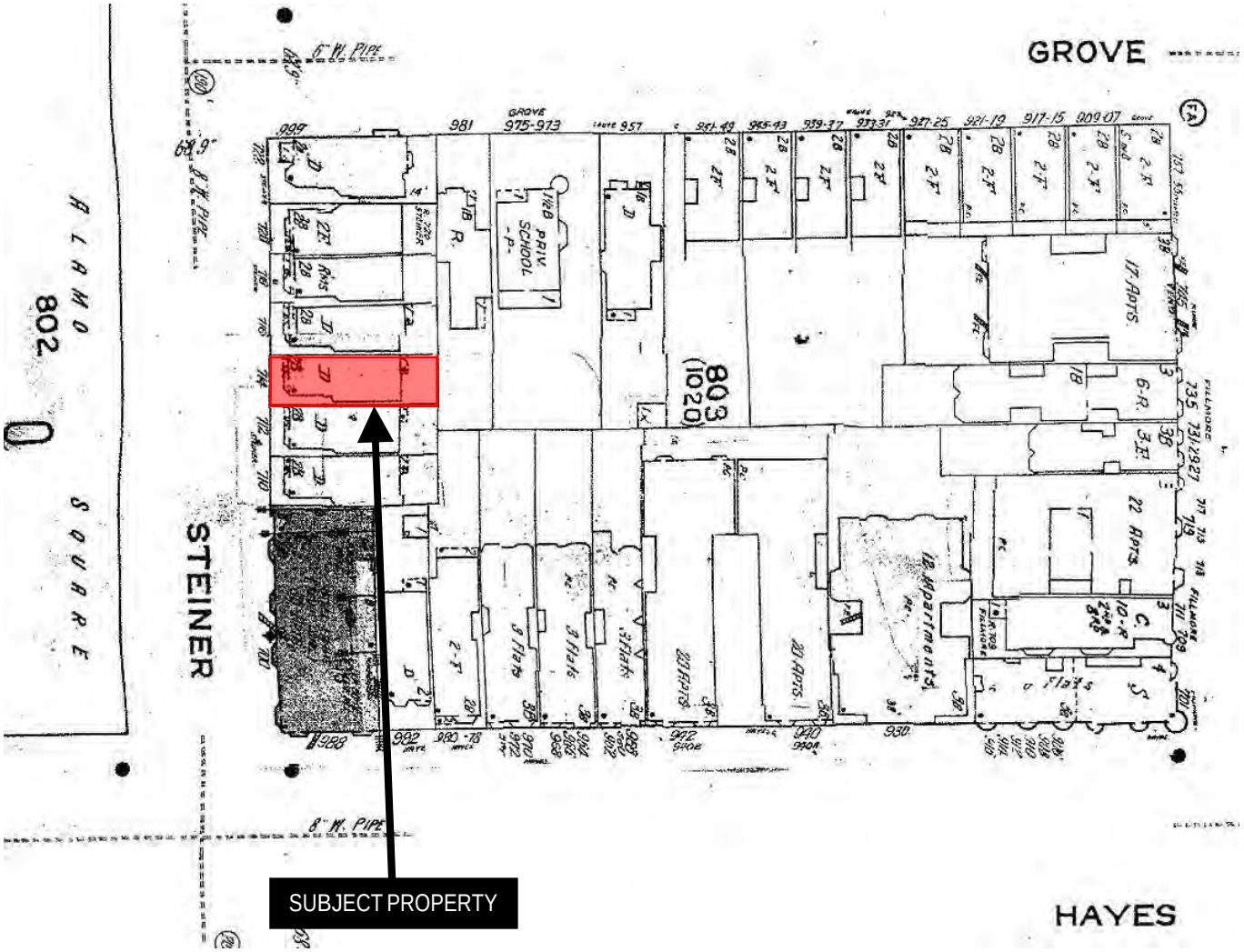
Record Number: 2021-004327MLS
714 Steiner Street
Mills Act Historical Property Contract

San Francisco Planning

Zoning Map



Sanborn Map*



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

Record Number: 2021-004327MLS
714 Steiner Street
Mills Act Historical Property Contract

San Francisco Planning

Aerial Photo

San Francisco Planning

Record Number: 2021-004327MLS
714 Steiner Street
Mills Act Historical Property Contract

Site Photo

Record Number: 2021-004327MLS
714 Steiner Street
Mills Act Historical Property Contract

San Francisco Planning

Attachment B

Annual Monitoring Information

Contract #	Mills Act Property Address	Contract Year	2020 Work Scheduled?	Status	Notes
1	460 Bush Street	2002	No	Complete	
2	1080 Haight Street	2007	Yes	Complete	Emailed applicant on 9/9/2021 to confirm receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time. Noted that painting will need to occur in 2021.
3	1735 Franklin Street	2007	No	Complete	Emailed applicant on 4/27/21 to confirm the Dept.'s receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time.
4	690 Market Street	2009	Yes	Complete	Property is in compliance
5	1818 California Street	2009	Yes	Complete	Emailed applicant on 7/29/2021 to confirm receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time. Property in compliance.

Contract #	Mills Act Property Address	Contract Year	2020 Work Scheduled?	Status	Notes
6	201 Buchanan Street	2011	Yes	Complete	Emailed applicant on 5/7/2021 to confirm receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time.
7	2550 Webster Street	2013	No	Complete	Inspections completed
8	3769 20th Street	2013	No	Complete	emailed them on 9/9/21 to ask if annual maintenance work was complete. Responded 9/9 annual maintenance complete.
9	1019 Market Street			In process	Waiting for further info. on facade survey, otherwise property is in compliance. Holding off on sending compliance letter pending further information on facade survey.
10	1772 Vallejo Street	2013	Yes	Complete	Property is in compliance
11	50 Carmelita Street	2013	Yes	Complete	Emailed applicant on 5/7/2021 to confirm receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time.
12	66 Carmelita Street	2013	Yes - postponed to 2021	Complete	Emailed applicant on 5/7/2021 to confirm receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time. Noted that painting will need to occur in 2021.

Contract #	Mills Act Property Address	Contract Year	2020 Work Scheduled?	Status	Notes
13	56 Pierce Street	2013	Yes	Complete	Emailed applicant on 5/27/21 to confirm the Dept.'s receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time.
14	64 Pierce Street	2013	Yes	Complete	
15	56 Potomac Street	2013	Yes	Complete	Property is in compliance. Owners to update 2021 cycle with window repair for 3 windows at rear. BPA for this work obtained (2021-0910-8130)
16	66 Potomac Street	2013	Yes	Complete	Property is in compliance
17	68 Pierce Street	2014	Yes	Complete	Completed work carried over from 2016 permit. Inspections also completed.
18	563-567 Waller Street	2014	No	Complete	emailed notice of completeness on 9/15/21
19	621 Waller Street	2014	No	Under enforcement	Enforcement case open and application submitted to address years of delinquent and incomplete scopes of work.
20	722 Steiner	2015	Yes	Complete	Property is in compliance

Contract #	Mills Act Property Address	Contract Year	2020 Work Scheduled?	Status	Notes
21	807 Montgomery	2015	Yes	Complete	
22	761 Post	2015		In Process	Emailed applicant that affidavit has not been received. Former contact had left the company, and same email notice was sent to new contact within the organization.
23	1036 Vallejo Street	2016	Yes	Complete	Property is in compliance
24	101-105 Steiner Street	2016	Yes - postponed to 2021	Complete	BPA for scopes of work are being sought but are delayed due to COVID-19. Emailed applicant on 5/27/21 to confirm the Dept.'s receipt of 2020
25	361 Oak Street	2016	Yes	Complete	Property is in compliance, and notice of compliance was emailed to property owner and uploaded to M Files on 4/22/2021
26	215 and 229 Haight Street / 55 Laguna (Filed under 200 Buchanan)	2017	No	Complete	Emailed applicant on 4/27/21 to confirm the Dept.'s receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time.

Contract #	Mills Act Property Address	Contract Year	2020 Work Scheduled?	Status	Notes
27	101 Vallejo Street	2017		Complete	Property is in compliance, and notice of compliance was emailed to property owner and uploaded to M Files on 8/2/2021
28	627 Waller Street	2017	Yes per 2019 affidavit/2020 differs	In Process	New owner has purchased property. Staff working with new property owner to ensure that work from previous owner is completed in a timely manner.
29	940 Grove Street	2017	Yes	Complete	
30	973 Market Street	2017		In process	Emailed applicant (and other managing director of organization that affidavit has not been received. 9/20 Applicant following up with assest manager regarding affidavit.
31	60-62 Carmelita Street	2017	No	Complete	Emailed applicant on 7/1/2021 to confirm receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time. Noted that painting will need to occur in 2021.
32	2253 Webster Street	2018	Yes	Complete	Inspection work completed; Owner requested to postpone Mills Act work (handrail) to 2021
33	353 Kearny Street	2018		In Process	Emailed applicant that affidavit has not been received.

Contract #	Mills Act Property Address	Contract Year	2020 Work Scheduled?	Status	Notes
34	465-467 Oak Street	2018	Yes	Complete	Property is in compliance, and notice of compliance was emailed to property owner and uploaded to M Files on 4/27/2021
35	587 Waller Street	2018	Yes	Complete	Emailed applicant 9/15 to confirm complete affidavit.
36	354-356 San Carlos Street	2018	Yes	Complete	Emailed applicant on 5/7/2021 to confirm receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time.
37	811 Treat Avenue	2018	No	Complete	Emailed applicants on 8/26 as a few maintenance requirements were not listed on the affidavit. Once applicants confirmed work was conplete, emailed applicants on 8/30/2021 to inform them that no further action is needed at this time.
38	2251 Webster Street	2019	Yes	Complete	Emailed applicant on 4/6/21 to confirm the Dept.'s receipt of 2020 monitoring affidavit and to inform them that no further action is needed at this time.

Contract #	Mills Act Property Address	Contract Year	2020 Work Scheduled?	Status	Notes
39	1401 Howard Street	2019	No	Complete	emailed applicant on 8/26 to ask about annual maintenancece as those were not mentioned on affidavit. Once applicants confirmed work was conplete, emailed applicants on 9/2/2021 to inform them that no further work is necessary.
40	64 Potomac Street	2019	Yes	Complete	Property in compliance. Letter issued 8/2/21 to document 4 scopes of work now proposed for 2021 cycle. Window repair will now be window replacement under BPA No. 201812219020
41	2168 Market Street	2019	Yes	Complete	
42	2731-2735 Folsom Street	2019	Yes	Complete	

Attachment C

Current Mills Act Valuations

Provided by the Assessor-Recorder

FY 2021 - 2022 MILLS ACT VALUES AND TAX SAVINGS

AS OF SEPTEMBER 12, 2021

	D	E	F	G	H	I	J
	2021-2022 Factored Base Year Value	**2021-2022 Taxable Mills Act Value**	**Reduction in Assessed Value**	**Percentage % Reduction From FBYV**	**2020-2021 Property Tax Rate**	**Estimated Property Tax Savings**	**Remarks**
TOTAL	$ 384,827,203	$ 270,158,471	$(114,668,732)	-29.80%	1.1984%	($1,374,190)	-

	A	B	C	D	E	F	G	H	I	J
	APN	**Address**	**Property Type**	**2021-2022 Factored Base Year Value**	**2021-2022 Taxable Mills Act Value**	**Reduction in Assessed Value**	**Percentage % Reduction From FBYV**	**2020-2021 Property Tax Rate**	**Estimated Property Tax Savings**	**Remarks**
1	02-0127-007	1036 Vallejo	SFR	$ 2,187,289	$ 1,055,847	$ (1,131,442)	-51.73%	1.1984%	($13,559)	
2	02-0141-013	101 Vallejo	Office	$ 12,062,271	$ 7,870,000	$ (4,192,271)	-34.76%	1.1984%	($50,240)	
3	02-0164-010	450 Pacific	Office	$ 32,100,348	$ 23,363,000	$ (8,737,348)	-27.22%	1.1984%	($104,708)	First year of Mills Act reduction
4	02-0176-006	807 Montgomery	Office	$ 12,651,982	$ 6,497,000	$ (6,154,982)	-48.65%	1.1984%	($73,761)	
5	03-0270-001	353 Kearny	Office	$ 7,148,013	$ 5,100,000	$ (2,048,013)	-28.65%	1.1984%	($24,543)	
6	03-0270-041	460 Bush	Commer.	$ 2,606,994	$ 2,606,994	$ -	0.00%	1.1984%	$0	No reduction. FBYV less than MA value or FMV
7	03-0304-015	761 Post	Hotel	$ 36,997,214	$ 36,997,214	$ -	0.00%	1.1984%	$0	No reduction. FBYV less than MA value or FMV
8	04-0552-029	1772 Vallejo	SFR	$ 7,110,304	$ 2,580,000	$ (4,530,304)	-63.71%	1.1984%	($54,291)	
9	05-0580-013	2550 Webster	SFR	$ 3,434,295	$ 2,550,000	$ (884,295)	-25.75%	1.1984%	($10,597)	
10	05-0612-001	2253 Webster	SFR	$ 2,252,539	$ 560,000	$ (1,692,539)	-75.14%	1.1984%	($20,283)	
11	05-0612-001A	2251 Webster	SFR	$ 1,893,771	$ 560,000	$ (1,333,771)	-70.43%	1.1984%	($15,984)	
12	05-0641-002	1735 Franklin	SFR	$ 3,219,940	$ 2,240,000	$ (979,940)	-30.43%	1.1984%	($11,744)	
13	05-0641-004	1818 California	SFR	$ 4,334,604	$ 1,690,000	$ (2,644,604)	-61.01%	1.1984%	($31,693)	
14	06-0798-058	940 Grove	SFR	$ 4,971,817	$ 1,620,000	$ (3,351,817)	-67.42%	1.1984%	($40,168)	
15	06-0803-023	722 Steiner	SFR	$ 3,635,510	$ 1,460,000	$ (2,175,510)	-59.84%	1.1984%	($26,071)	
16	06-0839-023	361 Oak	SFR	$ 2,844,119	$ 950,000	$ (1,894,119)	-66.60%	1.1984%	($22,699)	
17	06-0840-017	465 - 467 Oak	2 units	$ 2,750,051	$ 1,160,000	$ (1,590,051)	-57.82%	1.1984%	($19,055)	
18	06-0857-002	215 Haight/55 Laguna (Non-Renewal)	Apartments	$ 10,198,847	$ 9,787,864	$ (410,983)	-4.03%	1.1984%	($4,925)	Mills Act contract is in non-renewal
19	06-0858-002	201 Buchanan	2 units	$ 1,863,966	$ 1,200,000	$ (663,966)	-35.62%	1.1984%	($7,957)	
20	06-0864-011	50 Carmelita	SFR	$ 2,981,299	$ 970,000	$ (2,011,299)	-67.46%	1.1984%	($24,103)	
21	06-0864-014	60-62 Carmelita	2 units	$ 2,115,302	$ 940,000	$ (1,175,302)	-55.56%	1.1984%	($14,085)	
22	06-0864-015	66 Carmelita	SFR	$ 2,352,888	$ 750,000	$ (1,602,888)	-68.12%	1.1984%	($19,209)	
23	06-0864-022	627 Waller (Non-Renewal)	2 units	$ 3,963,768	$ 3,441,376	$ (522,392)	-13.18%	1.1984%	($6,260)	Mills Act contract is in non-renewal
24	06-0864-023	621 Waller	SFR	$ 2,355,223	$ 700,000	$ (1,655,223)	-70.28%	1.1984%	($19,836)	
25	06-0865-008	59 Potomac	SFR	$ 2,820,268	$ 982,000	$ (1,838,268)	-65.18%	1.1984%	($22,030)	First year of Mills Act reduction
26	06-0865-013	56 Pierce	3 units	$ 1,746,930	$ 950,000	$ (796,930)	-45.62%	1.1984%	($9,550)	
27	06-0865-015	64 Pierce	SFR	$ 2,943,531	$ 900,000	$ (2,043,531)	-69.42%	1.1984%	($24,490)	
28	06-0865-016	68 Pierce	SFR	$ 1,769,024	$ 700,000	$ (1,069,024)	-60.43%	1.1984%	($12,811)	
29	06-0865-021	587 Waller	SFR	$ 3,239,068	$ 890,000	$ (2,349,068)	-72.52%	1.1984%	($28,151)	
30	06-0865-025	563-567 Waller	3 units	$ 2,579,858	$ 1,720,000	$ (859,858)	-33.33%	1.1984%	($10,305)	
31	06-0866-009	101-105 Steiner	3 units	$ 3,012,557	$ 1,670,000	$ (1,342,557)	-44.57%	1.1984%	($16,089)	
32	06-0866-012	56 Potomac	SFR	$ 1,210,906	$ 740,000	$ (470,906)	-38.89%	1.1984%	($5,643)	
33	06-0866-014	64 Potomac	SFR	$ 2,627,945	$ 560,000	$ (2,067,945)	-78.69%	1.1984%	($24,782)	
34	06-0866-015	66 Potomac	SFR	$ 1,868,884	$ 680,000	$ (1,188,884)	-63.61%	1.1984%	($14,248)	
35	09-1236-018	1080 Haight	SFR	$ 5,004,430	$ 4,620,949	$ (383,481)	-7.66%	1.1984%	($4,596)	
36	09-1255-080	1315 Waller	SFR	$ 3,427,818	$ 1,658,342	$ (1,769,476)	-51.62%	1.1984%	($21,205)	First year of Mills Act reduction
37	23-3517-035	1401 Howard	Office	$ 19,022,970	$ 15,840,000	$ (3,182,970)	-16.73%	1.1984%	($38,145)	
38	23-3542-062	2168-2174 Market	Retail	$ 705,129	$ 705,129	$ -	0.00%	1.1984%	$0	No reduction. FBYV less than MA value or FMV
39	24-3607-062	3769 20th	SFR	$ 2,200,560	$ 1,210,000	$ (990,560)	-45.01%	1.1984%	($11,871)	
40	24-3609-093	354-356 San Carlos	2 units	$ 1,622,160	$ 972,776	$ (649,384)	-40.03%	1.1984%	($7,782)	
41	24-3613-084	811 Treat	Apartments	$ 778,144	$ 772,513	$ (5,631)	-0.72%	1.1984%	($67)	
42	24-3640-031	2731-2735 Folsom	3 units	$ 6,359,620	$ 2,912,325	$ (3,447,295)	-54.21%	1.1984%	($41,312)	
43	25-3703-076	1019 Market	Office	$ 53,573,139	$ 38,400,000	$ (15,173,139)	-28.32%	1.1984%	($181,835)	
44	25-3704-069	973 Market (Non-Renewal)	Apartments	$ 35,650,217	$ 33,695,027	$ (1,955,190)	-5.48%	1.1984%	($23,431)	Mills Act contract is in non-renewal
	SUBTOTAL			**$ 273,845,604**	**$ 194,939,509**	**$ (78,906,095)**	**-28.81%**	**1.1984%**	**($945,611)**	
1	0311 016	690 Market Street Unit 101	Comm Condo	$4,681,123	$ 4,090,027	$ (591,096)	-12.63%	1.1984%	($7,084)	Mills Act contract is in non-renewal
2	0311 017	690 Market Street Unit 102	Comm Condo	$3,171,079	$ 2,770,659	$ (400,420)	-12.63%	1.1984%	($4,799)	Mills Act contract is in non-renewal
3	0311 018	690 Market Street Unit 103	Comm Condo	$7,248,193	$ 6,345,659	$ (902,534)	-12.45%	1.1984%	($10,816)	Mills Act contract is in non-renewal
4	0311 019	690 Market Street Unit 201	Timeshare	$999,650	$ 535,671	$ (463,979)	-46.41%	1.1984%	($5,560)	Mills Act contract is in non-renewal
5	0311 020	690 Market Street Unit 202	Timeshare	$1,019,230	$ 542,539	$ (476,691)	-46.77%	1.1984%	($5,713)	Mills Act contract is in non-renewal
6	0311 021	690 Market Street Unit 203	Timeshare	$1,044,489	$ 574,154	$ (470,335)	-45.03%	1.1984%	($5,636)	Mills Act contract is in non-renewal
7	0311 022	690 Market Street Unit 204	Timeshare	$1,422,182	$ 831,086	$ (591,096)	-41.56%	1.1984%	($7,084)	Mills Act contract is in non-renewal
8	0311 023	690 Market Street Unit 205	Timeshare	$1,839,561	$ 1,191,262	$ (648,299)	-35.24%	1.1984%	($7,769)	Mills Act contract is in non-renewal
9	0311 024	690 Market Street Unit 301	Timeshare	$1,587,877	$ 1,123,898	$ (463,979)	-29.22%	1.1984%	($5,560)	Mills Act contract is in non-renewal
10	0311 025	690 Market Street Unit 302	Timeshare	$1,646,701	$ 1,170,010	$ (476,691)	-28.95%	1.1984%	($5,713)	Mills Act contract is in non-renewal
11	0311 026	690 Market Street Unit 303	Timeshare	$1,692,523	$ 1,222,188	$ (470,335)	-27.79%	1.1984%	($5,636)	Mills Act contract is in non-renewal
12	0311 027	690 Market Street Unit 304	Timeshare	$1,987,226	$ 1,364,350	$ (622,876)	-31.34%	1.1984%	($7,465)	Mills Act contract is in non-renewal
13	0311 028	690 Market Street Unit 305	Timeshare	$1,617,180	$ 968,881	$ (648,299)	-40.09%	1.1984%	($7,769)	Mills Act contract is in non-renewal
14	0311 029	690 Market Street Unit 401	Timeshare	$1,804,413	$ 1,340,434	$ (463,979)	-25.71%	1.1984%	($5,560)	Mills Act contract is in non-renewal
15	0311 030	690 Market Street Unit 402	Timeshare	$1,304,550	$ 827,859	$ (476,691)	-36.54%	1.1984%	($5,713)	Mills Act contract is in non-renewal
16	0311 031	690 Market Street Unit 403	Timeshare	$1,304,550	$ 834,215	$ (470,335)	-36.05%	1.1984%	($5,636)	Mills Act contract is in non-renewal
17	0311 032	690 Market Street Unit 404	Timeshare	$2,416,035	$ 1,793,159	$ (622,876)	-25.78%	1.1984%	($7,465)	Mills Act contract is in non-renewal
18	0311 033	690 Market Street Unit 405	Timeshare	$1,606,411	$ 958,112	$ (648,299)	-40.36%	1.1984%	($7,769)	Mills Act contract is in non-renewal
19	0311 034	690 Market Street Unit 501	Timeshare	$901,746	$ 437,767	$ (463,979)	-51.45%	1.1984%	($5,560)	Mills Act contract is in non-renewal
20	0311 035	690 Market Street Unit 502	Timeshare	$901,746	$ 425,055	$ (476,691)	-52.86%	1.1984%	($5,713)	Mills Act contract is in non-renewal
21	0311 036	690 Market Street Unit 503	Timeshare	$979,038	$ 508,703	$ (470,335)	-48.04%	1.1984%	($5,636)	Mills Act contract is in non-renewal
22	0311 037	690 Market Street Unit 504	Timeshare	$1,455,160	$ 864,064	$ (591,096)	-40.62%	1.1984%	($7,084)	Mills Act contract is in non-renewal
23	0311 038	690 Market Street Unit 505	Timeshare	$1,545,850	$ 891,195	$ (654,655)	-42.35%	1.1984%	($7,845)	Mills Act contract is in non-renewal
24	0311 039	690 Market Street Unit 601	Timeshare	$1,387,828	$ 923,849	$ (463,979)	-33.43%	1.1984%	($5,560)	Mills Act contract is in non-renewal
25	0311 040	690 Market Street Unit 602	Timeshare	$1,443,342	$ 966,651	$ (476,691)	-33.03%	1.1984%	($5,713)	Mills Act contract is in non-renewal
26	0311 041	690 Market Street Unit 603	Timeshare	$1,443,342	$ 973,007	$ (470,335)	-32.59%	1.1984%	($5,636)	Mills Act contract is in non-renewal
27	0311 042	690 Market Street Unit 604	Timeshare	$1,720,926	$ 1,098,050	$ (622,876)	-36.19%	1.1984%	($7,465)	Mills Act contract is in non-renewal
28	0311 043	690 Market Street Unit 605	Timeshare	$1,776,414	$ 1,089,980	$ (686,434)	-38.64%	1.1984%	($8,226)	Mills Act contract is in non-renewal
29	0311 044	690 Market Street Unit 701	Timeshare	$1,103,736	$ 563,487	$ (540,249)	-48.95%	1.1984%	($6,474)	Mills Act contract is in non-renewal
30	0311 045	690 Market Street Unit 702	Timeshare	$2,702,871	$ 1,813,049	$ (889,822)	-32.92%	1.1984%	($10,664)	Mills Act contract is in non-renewal
31	0311 046	690 Market Street Unit 703	Timeshare	$1,913,690	$ 1,290,814	$ (622,876)	-32.55%	1.1984%	($7,465)	Mills Act contract is in non-renewal
32	0311 047	690 Market Street Unit 704	Timeshare	$2,144,402	$ 1,457,968	$ (686,434)	-32.01%	1.1984%	($8,226)	Mills Act contract is in non-renewal
33	0311 048	690 Market Street Unit 801	Timeshare	$1,777,191	$ 1,128,892	$ (648,299)	-36.48%	1.1984%	($7,769)	Mills Act contract is in non-renewal
34	0311 049	690 Market Street Unit 802	Timeshare	$2,965,505	$ 2,062,971	$ (902,534)	-30.43%	1.1984%	($10,816)	Mills Act contract is in non-renewal
35	0311 050	690 Market Street Unit 803	Timeshare	$2,343,222	$ 1,733,058	$ (610,164)	-26.04%	1.1984%	($7,312)	Mills Act contract is in non-renewal
36	0311 051	690 Market Street Unit 804	Timeshare	$2,192,862	$ 1,506,428	$ (686,434)	-31.30%	1.1984%	($8,226)	Mills Act contract is in non-renewal
37	0311 052	690 Market Street Unit 901	Timeshare	$1,839,561	$ 1,191,262	$ (648,299)	-35.24%	1.1984%	($7,769)	Mills Act contract is in non-renewal
38	0311 053	690 Market Street Unit 902	Timeshare	$2,627,945	$ 1,738,123	$ (889,822)	-33.86%	1.1984%	($10,664)	Mills Act contract is in non-renewal
39	0311 054	690 Market Street Unit 903	Timeshare	$2,037,183	$ 1,414,307	$ (622,876)	-30.58%	1.1984%	($7,465)	Mills Act contract is in non-renewal
40	0311 055	690 Market Street Unit 904	Timeshare	$2,174,423	$ 1,487,989	$ (686,434)	-31.57%	1.1984%	($8,226)	Mills Act contract is in non-renewal
41	0311 056	690 Market Street Unit 905	Timeshare	$1,801,430	$ 1,045,081	$ (756,349)	-41.99%	1.1984%	($9,064)	Mills Act contract is in non-renewal
42	0311 057	690 Market Street Unit 1001	Timeshare	$1,831,930	$ 1,183,631	$ (648,299)	-35.39%	1.1984%	($7,769)	Mills Act contract is in non-renewal
43	0311 058	690 Market Street Unit 1002	Timeshare	$2,778,345	$ 1,837,676	$ (940,669)	-33.86%	1.1984%	($11,273)	Mills Act contract is in non-renewal
44	0311 059	690 Market Street Unit 1003	Timeshare	$1,831,930	$ 1,221,766	$ (610,164)	-33.31%	1.1984%	($7,312)	Mills Act contract is in non-renewal
45	0311 060	690 Market Street Unit 1004	Timeshare	$1,887,510	$ 1,175,652	$ (711,858)	-37.71%	1.1984%	($8,531)	Mills Act contract is in non-renewal
46	0311 061	690 Market Street Unit 1101	Condo	$1,715,522	$ 1,067,223	$ (648,299)	-37.79%	1.1984%	($7,769)	Mills Act contract is in non-renewal
47	0311 062	690 Market Street Unit 1102	Condo	$2,504,289	$ 1,563,620	$ (940,669)	-37.56%	1.1984%	($11,273)	Mills Act contract is in non-renewal
48	0311 063	690 Market Street Unit 1103	Condo	$1,568,264	$ 958,100	$ (610,164)	-38.91%	1.1984%	($7,312)	Mills Act contract is in non-renewal
49	0311 064	690 Market Street Unit 1104	Condo	$1,788,776	$ 1,076,918	$ (711,858)	-39.80%	1.1984%	($8,531)	Mills Act contract is in non-renewal
50	0311 065	690 Market Street Unit 1105	Condo	$2,165,125	$ 1,408,776	$ (756,349)	-34.93%	1.1984%	($9,064)	Mills Act contract is in non-renewal
51	0311 066	690 Market Street Unit 1201	Timeshare	$2,103,698	$ 1,449,043	$ (654,655)	-31.12%	1.1984%	($7,845)	Mills Act contract is in non-renewal
52	0311 067	690 Market Street Unit 1202	Timeshare	$2,247,091	$ 1,541,589	$ (705,502)	-31.40%	1.1984%	($8,455)	Mills Act contract is in non-renewal
53	0311 068	690 Market Street Unit 1401	Condo	$1,478,938	$ 919,621	$ (559,317)	-37.82%	1.1984%	($6,703)	Mills Act contract is in non-renewal
54	0311 069	690 Market Street Unit 1402	Condo	$1,771,769	$ 1,030,000	$ (741,769)	-41.87%	1.1984%	($8,889)	Mills Act contract is in non-renewal
55	0311 073	690 Market Street Unit 1501	Condo	$1,222,324	$ 663,007	$ (559,317)	-45.76%	1.1984%	($6,703)	Mills Act contract is in non-renewal
56	0311 074	690 Market Street Unit 1502	Condo	$1,640,468	$ 1,176,489	$ (463,979)	-28.28%	1.1984%	($5,560)	Mills Act contract is in non-renewal
57	0311 078	690 Market Street Unit 1601	Condo	$1,394,296	$ 834,979	$ (559,317)	-40.11%	1.1984%	($6,703)	Mills Act contract is in non-renewal
58	0311 079	690 Market Street Unit 1602	Condo	$1,478,938	$ 1,014,959	$ (463,979)	-31.37%	1.1984%	($5,560)	Mills Act contract is in non-renewal
	690 MARKET SUBTOTAL (Non-Renewal)			**$ 110,981,599**	**$ 75,218,962**	**$ (35,762,637)**	**-32.22%**	**1.1984%**	**($428,579)**	

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

714 Steiner Street

OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO

MILLS ACT VALUATION

APN:	0803 019	**Lien Date:**	7/1/2021
Address:	714 Steiner Street	**Application Date:**	5/28/2021
SF Landmark No.:	N/A	**Application Term:**	12 Months
Applicant's Name:	LEAH CULVER REVOC TRUST		
Agt./Tax Rep./Atty:	Reuben, Junius & Rose, LLP	**Last Sale Date:**	1/29/2020
Fee Appraisal Provided:	No	**Last Sale Price:**	$3,550,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	$2,152,066	**Land**	$571,070	**Land**	$1,500,000
Imps.	$1,434,711	**Imps.**	$380,714	**Imps.**	$1,000,000
Personal Prop		**Personal Prop**	$0	**Personal Prop**	$0
Total	$3,586,777	**Total**	$951,784	**Total**	$2,500,000

Property Description

Property Type:	Multi-Family Residential	**Year Built:**	1890s	**Neighborhood:**	Alamo Square
Type of Use:	Two Family Dwelling	**(Total) Rentable Area:**	2752	**Land Area:**	1,742
Owner-Occupied:	1 Dwelling - Yes 1 Dwelling - No	**Stories:**	3	**Zoning:**	RH-2
Unit Types:	Multi-Family Residential	**Parking Spaces:**	Garage / Tandem 3 *		
Total No. of Units:	2		* As of 7/1/2021 date of this appraisal. In the proposed renovation, the garage will be converted into a 2nd unit		

Special Conditions (Where Applicable)

Subject propery has been vacant since purchase on 1/29/2020. The existing building is three stories, two-units, and 2,975 gross square feet. The current valuation is based upon the existing 2,752 square feet of living area with 223 square feet of common area, and assumes the top unit would be owner occupied and lower unit for rental use. The applicant / owner plans to renovate and merge the existing two units into a 3,109 square feet single unit and convert the unfinished basement / garage into a new 845 square feet ground floor rental apartment unit for a total living area of 3,954 suare feet. This conversion would result in the relocation of the existing smaller second unit into the converted garage space and the existing smaller unit would then be merged with the first unit to create a large primary residence for the applicant. The total number of units before and after the renovation / conversion will remain the same at two-units. At the time of this valuation, the Assessor's Office does not know if the proposed lower apartment unit will be included in the Mills Act Historical contract.

Existing Bldg.: 2/F Unit 1 - 2 Bedrooms, 1 Bath, 1 Kitchen, 1 Dining, 1 Living room, total 5 rooms 884 SqFt; and 223 SqFt Common Entry area;
3/F - 4/F Unit 2 - 3 Bedrooms, 1.5 Baths, 1 Kitchen, 1 Dining, 1 Living room, 1 Den, total 7 rooms 1,868 SqFt.

Proposed Plan: G/F Unit 1 - 2 Bedrooms, 1 Bath w/ Laundry, & 1 Kitchen / Family room combo, total 3 rooms 854 SqFt (garage conversion);
2/F - 4/F Unit 2 - 5 Bedrooms, 3.5 Baths, 1 Laundry, 1 Kitchen, 1 Dining, 1 Living room, total 9 rooms 3,109 SqFt (existing 2 units' conversion).

Conclusions and Recommendations

	Per Unit	Per SF	Total
Factored Base Year Roll	$ 1,793,389	$ 1,303	$ 3,586,777
Income Approach - Direct Capitalization	$ 475,892	$ 346	$ 951,784
Sales Comparison Approach	$ 1,250,000	$ 908	$ 2,500,000
Recommended Value Estimate	**$ 475,892**	**$ 346**	**$ 951,784**

Appraiser: Kenneth Chan **Principal Appraiser:** Orla Fahy **Hearing Date:**

SUBJECT PHOTOGRAPHS AND LOCATOR MAP

Address: **714 Steiner Street**

APN: **0803 019**

REAR FACADES

INCOME APPROACH

Address: 714 Steiner Street
Lien Date: 7/1/2021

	$ PSF / Mo.	Size (Sq.Ft.)	Rent Per Mo.		Annualized	
Potential Gross Income						
Upper Unit	$4.50	1,686	$7,587	x	12	$91,044
Lower Unit	$4.00	884	$3,536	x	12	$42,432
Total	$4.33	2,570	$11,123			$133,476
Less: Vacancy & Collection Loss					3%	($4,004)
Effective Gross Income						$129,472
Less: Anticipated Operating Expenses (Pre-Property Tax)*					15%	($19,421)
Net Operating Income (Pre-Property Tax)						**$110,051**

Restricted Capitalization Rate

2021 interest rate per State Board of Equalization			3.0000%	
Risk rate (4% owner occupied / 2% all other property types)			3.3642%	
2020 property tax rate **			1.1984%	
Amortization rate for improvements only				
Remaining economic life (Years)	10	0.1000	4.0000%	
Improvements constitute % of total property value		40%		**11.5626%**

RESTRICTED VALUE ESTIMATE **$951,784**

Rent Roll as of

Unit	Bdrm/Ba	SF	Move In Date	Monthly Contract Rent	Annual Rent	Annual Rent / Foot
1	3/2	1,686	Vacant			
2	2/1	884	Vacant			
Common area		223				
Total:		**2,793**		**$0**	**$0**	**$0.00**

Notes:

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

** The 2021 property tax rate will be determined in September 2021.

*** The remaining economic life reflects the poor condition of the property as of the date of this report and will be revised in subsequent years as progress on the new construction permit # 2021-0323-7149 reaches completion.

Permit 202103237149
Filed - 3/23/2021

Rehabilitate structure, include seismic upgrades, interior alterations throughout, relocate dwelling unit to ground fl, construction of 1-story rear addition @ the ground fl w/ deck, (n) bay window @ rear, install dormer & skylights @ roof, & rebuild front entrance stairs, landing & garage opening.
$585,000.00

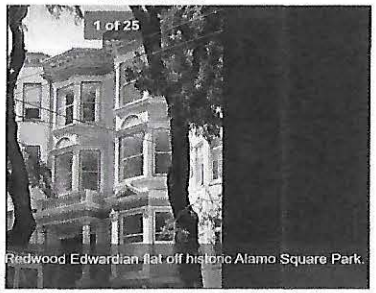
Weighted Risk Rate - Owner-Occupied and Leased Units

	Rent Per Mo.	Rent	%	Pre-Set Risk Rates		Weighted Risk Rate
Owner-Occupied Monthly Income	$4.50	$7,587	68.2%	**4.00%**	=	0.027284006
Leased Monthly Income	$4.00	$3,536	31.8%	**2.00%**	=	0.006357997
Total		$11,123				**0.033642003**

Rent Comparables

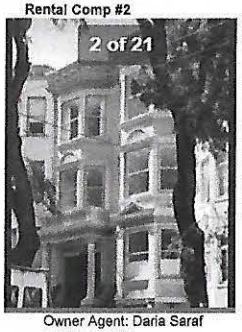
Address: 714 Steiner Street
Lien Date: 7/1/2021

Rental Comp #1



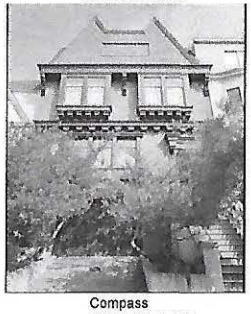
Listing Agent:	Owner Agent: Daria Saraf
Address:	**960 Hayes St**
Cross Streets:	Steiner Street
SF:	2,000
Layout:	1 Unit: 4/2 (two .5 baths) No Parking
Monthly Rent	$8,500 (Rent included Water & Garbage)
Rent/Foot/Mo	**$4.25**
Annual Rent/Foot:	**$51.00**
Date Rented	5/21/2021

Rental Comp #2



	Owner Agent: Daria Saraf
	958 Hayes St
	Steiner Street
	2,000
	1 Unit: 4/2 (two .5 baths) No Parking
	$7,200 (Rent included Water & Garbage)
	$3.60
	$43.20
	5/22/2021

Rental Comp #3

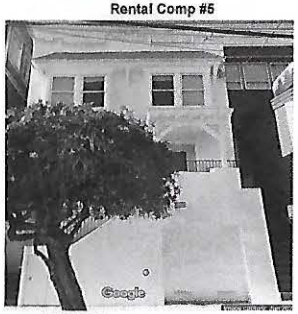


	Compass
	828 Ashbury St
	Frederick Street
	4,125
	1 unit: 5/3.5, 2 Gar parking
	$9,750
	$2.36
	$28.36
	12/14/2020

Rental Comp #4

	North Point Real Estate
	56 Jordan Ave
	Lake Street
	2,906
	1 Unit: 6/5, 2 Gar /4 Driveway parkings
	$10,000
	$3.44
	$41.29
	11/17/2020

Rental Comp #5



Listing Agent:	Compass
Address:	**32-34 Ord St**
Cross Streets:	17th Street
SF:	4,035
Layout:	1 unit: 5/6.5, Gar parking
Monthly Rent	$18,000
Rent/Foot/Mo	**$4.46**
Annual Rent/Foot:	**$53.53**
Date Rented	9/9/2020

Rental Comp #6

	Nattrass Realty
	1150 Stanyan Street
	Alma Street
	1,752
	1 unit: 3/2, 1 Gar parking
	$7,950
	$4.54
	$54.45
	7/21/2021

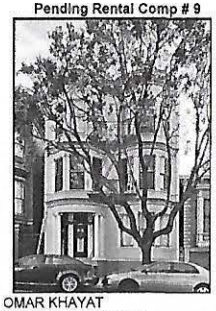
Pending Rental Comp # 7

Listing Agent:	
Address:	**920 Haight St**
Cross Streets:	Divisadero St
SF:	3,150
Layout:	1 Unit: 7/3 2 Garage Parkings
Monthly Rent	$15,000
Rent/Foot/Mo	**$4.76**
Annual Rent/Foot:	**$57.14**
	Current Listing

Pending Rental Comp # 8

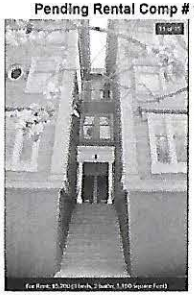
	RentalSF
	439 Broderick Street
	Fell St
	1,800
	1 Unit: 4/3
	$7,995
	$4.44
	$53.30
	Current Listing

Pending Rental Comp # 9



	OMAR KHAYAT
	1247 Fulton St Apt 10
	950
	1 unit: 4/1
	$5,795
	$6.10
	$73.20
	Current Listing

Pending Rental Comp # 10



	Eddie O' Sullivan
	869 Grove St
	Fillmore St
	1,100
	1 unit: 3/2
	$5,200
	$4.73
	$56.73
	Current Listing

SALES COMPARISON APPROACH

	Subject	Sale 1		Sale 2		Sale 3	
APN	0803 019	0797-018		0824-001H		0823-014	
							
Address	714 Steiner Street	882 Grove Street		1125 Hayes Street		1027 Hayes Street	
		$2,500,000		$4,675,000		$3,650,000	
	Description	Description	Adjust.			Description	Adjust.
Date of Valuation/Sale	07/01/21	04/30/21		12/14/20		05/10/2021 Pending	
Neighborhood	Alamo Square	Alamo Square		Alamo Square		Alamo Square	
Proximity to Subject		1 block East		1 block SW		1 block SW	
Lot Size	1,742	1,572		5218 T shape		3,712	
View	Front Park view all levels/ back partial City views	City view on 3rd level, no park view	$250,000	Park/ City Hill		Park/City	
Year Blt/Year Renovated	1890s	1893		1930/1999		1891	
Condition	Poor	Fair		Good/Remodeled	($935,000)	Average	($365,000)
Construction Quality	1900 Victorian style/ average	1900 Victorian style		Spanish Colonial		1900 Victorian style	
Gross Living Area	2,752	3,786	($361,900)	4,630	($657,300)	3,585	($291,550)
Total Rooms	10	13		13		18	
Bedrooms	5	8		4		5	
Bathrooms	5	6 (4/4)	($30,000)	3.5	$45,000	4	$30,000
Stories	3	4		3		3	
Parking	Garage / Tandem 3	none	$150,000	Driveway / Tandem 2	$90,000	1 car	$100,000
Units	2	2		1		3	
Net Adjustments			$8,100		($1,457,300)		($526,550)
Indicated Value	$2,500,000		$2,508,100		$3,217,700		$3,123,450
Adjust. $ Per Sq. Ft.	$908		$662		$695		871

VALUE RANGE: **$2,508,100 to 3,217,700** **VALUE CONCLUSION:** **$2,500,000**

REMARKS: Subject is in fair/poor fixer-up condition pending a full renovation. The current owner purchased the subject property for $3.55M on Jan. 29, 2020. An Estimated $1.64M repair/renovation is planned/pending (see "Subject Repair Costs" tab for details).
Comp 1 is the best match to the subject based upon similar conditions & location with an estimated $1M in repairs needed.

Rehab plan	**Proposed to complete 2023**	
Scope: # 1: Building Feature: Structural / Seismic Improvement – Foundation		$339,000
Scope: # 2: Building Feature: Structural / Seismic Improvement – Replace Brick Chimney		$62,000
Scope: # 3: Building Feature: Site Drainage Improvements & Waterproofing		$83,500
Scope: # 4: Building Feature: Main Roof Upgrade and New Roofing Material		$191,400
Scope: # 5: Building Feature: Roof at Steiner Street Porch		$17,000
Scope: # 6: Building Feature: Steiner Street and South Façades – Wood Decorative Trim and WindowSurround Repair		$112,500
Scope: # 7: Building Feature: Steiner Street Façade – Decorative Wood Front Door and Entryway WoodPaneling		$25,000
Scope: # 8: Building Feature: Steiner Street Double-hung wood windows with ogee lugs		$104,000
Scope: # 9: Building Feature: Steiner Street Façade – Front Main Entry Stair		$61,000
Scope: # 10: Building Feature: Steiner Street Façade – Remove Garage opening and Restore Lower StoryWindows and Horizontal Wood Siding		$30,500
Scope: # 11: Building Feature: Steiner Street Façade – Rehabilitate side walkway metal gate		$10,100
Scope: # 12: Building Feature: Restore Pedestrian Door at South Elevation WalkwayRehab /		$9,300
Scope: # 13: Building Feature: Exterior Painting all Façades		$160,000
Scope: # 14: Building Feature: Remove Driveway and Install Restored Decorative Railing and Gate		$54,600
	Sub-Total	$1,259,900
Gen Requirements, Fees (P&O), Insurance, Tax		$377,970
	Total	**$1,637,870**

Post-Rehabilitation Maintenance Plan	**$ per Year**
Maintenance Plan - Scope: # 1: Building Feature: Steiner Street Façade – Yearly Cleaning	$900
Maintenance Plan - Scope: # 2: Building Feature: Steiner Street Façade - Maintain Exterior Wood Siding, Shingles, Trim orDecorative Features	$1,000
Maintenance Plan - Scope: # 3: Building Feature: Steiner Street Façade - Maintain Paint Coatings	$2,000
Maintenance Plan - Scope: # 4: Building Feature: All exterior façades - Inspect, Repair and Maintain Windows and Doors	$500
Maintenance Plan - Scope: # 5: Building Feature: Roof and Roof Drainage	$500
Maintenance Plan - Scope: # 6: Building Feature: Site Drainage	$500
Total	**$5,400**

BUILDING DATA / PROJECT SUMMARY TABLE

BLOCK / LOT NO.	0803 / 019	MAX DEPTH EXCAVATION	3'-0"	(E) CONSTRUCTION TYPE	V-B
LOT AREA	23'-3" X 75' = 1,743.75 SQ FT	SOIL DISTURBANCE	168 CUBIC YARDS	(N) CONSTRUCTION TYPE	V-B
ZONING DISTRICT	RH-2	EXCAVATION AREA	1567 SQ FT	(E) NO. OF STORIES	4
HEIGHT & BULK	40-X	EXISTING OCCUPANCY	R-3, U	(N) NO. OF STORIES	4
EXISTING HEIGHT	43'-3" ABOVE CURB		2 FAMILY DWELLING, GARAGE		
PROPOSED HEIGHT	43'-3" ABOVE CURB	PROPOSED OCCUPANCY	R-3, 2 FAMILY DWELLING		

SF PLANNING CODE SECTION 102: GROSS AREA CALCULATIONS

	EXISTING RESIDENTIAL USE			PROPOSED RESIDENTIAL USE			EXISTING	PROPOSED USABLE	PROPOSED USABLE
LEVEL	UNIT #1 (2-BEDROOM)	UNIT #2 (3-BEDROOM)	COMMON	UNIT #1 (2-BEDROOM)	UNIT #2 (5-BEDROOM)	COMMON	USABLE OPEN SPACE	OPEN SPACE (SHARED	OPEN SPACE (PRIVATE)
1ST FLOOR	0	0	0	845	113	70	414 (SHARED)	196	133 (UNIT 1)
2ND FLOOR	884	0	223	0	1,121	0	47	---	163 (UNIT 2)
3RD FLOOR	0	1,114	0	0	1,116	0	86	---	
4TH FLOOR	0	754	0	0	759	0	0	---	
TOTAL GSF	884	1,868	223	845	3,109	70	547	196	
OVERALL GSF	2,975			4,024					

# VEHICLE PARKING SPACES	# EXISTING VEHICLE PARKING SPACES	# PROPOSED VEHICLE PARKING SPACES	EXISTING VEHICLE PARKING AREA,SQ. FT	PROPOSED VEHICLE PARKING AREA,SQ. FT	# EXISTING BICYCLE PARKING SPACES	# PROPOSED BICYCLE PARKING SPACES	
	3	0	399	0	0	2	

CBC SECTION 502: BUILDING AREA CALCULATIONS

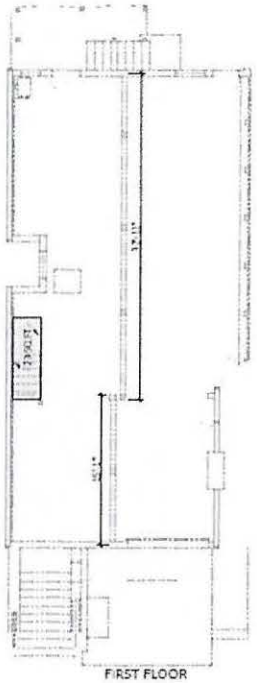
LEVEL	EXISTING	PROPOSED
1ST FLOOR	984	1,170
2ND FLOOR	987	1,004
3RD FLOOR	1,040	1,042
4TH FLOOR	687	707
TOTAL AREA	3,698	3,923

CBC SECTION 502: GROSS FLOOR AREA CALCULATIONS

LEVEL	'U' OCCUPANCY (SQ. FT.)		'R' OCCUPANCY (SQ. FT.)	
	EXISTING	PROPOSED	EXISTING	PROPOSED
1ST FLOOR	984	313	0	857
2ND FLOOR	0	0	987	1,004
3RD FLOOR	0	0	1,040	1,042
4TH FLOOR	0	0	687	707
TOTAL AREA	984	313	2,714	3,610

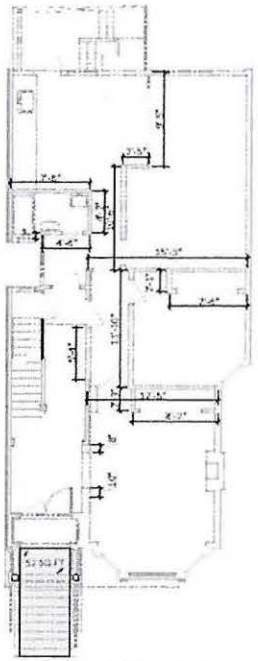
SCOPE OF WORK

REHABILITATION OF THE STRUCTURE, INCLUDING SEISMIC UPGRADES, INTERIOR ALTERATIONS THROUGHOUT, RELOCATION OF A DWELLING UNIT TO THE GROUND FLOOR, THE CONSTRUCTION OF A ONE-STORY REAR ADDITION AT THE GROUND FLOOR WITH DECK, NEW BAY WINDOW AT REAR, INSTALLATION OF SKYLIGHTS AT THE ROOF, AND REBUILDING FRONT ENTRANCE STAIRS, LANDING, AND GARAGE OPENING



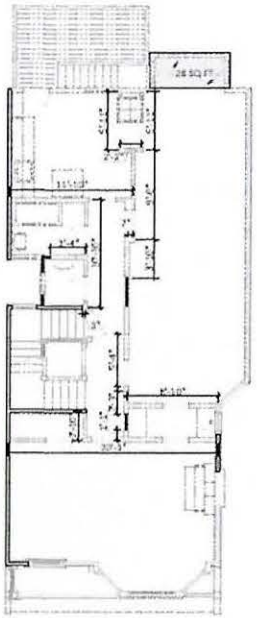
FIRST FLOOR

48'-0" REMOVED
23 SQ FT REMOVED



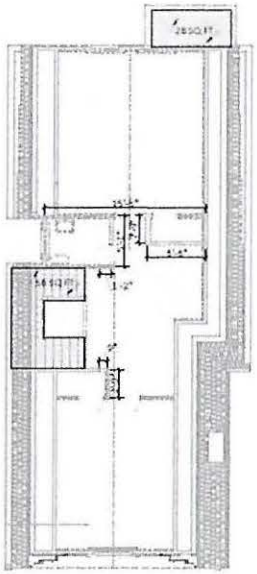
SECOND FLOOR

105'-7" REMOVED
52 SQ FT REMOVED



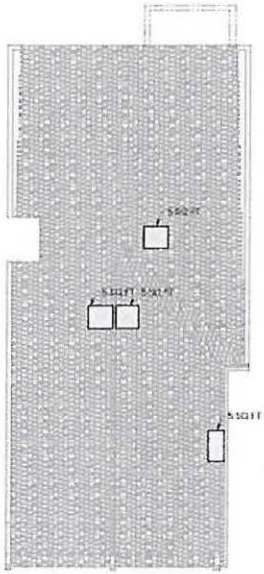
THIRD FLOOR

94'-1" REMOVED
28 SQ FT REMOVED



FOURTH FLOOR

29'-11" REMOVED
56 SQ FT REMOVED



ROOF

20 SQ FT REMOVED

NOTES
1 SEE SHEET G3.2 FOR ARTICLE 10 SEC(E) CALCULATION TABLE

DRAWING LEGEND

ARTICLE 10 SEC 1009(E)(4) HORIZONTAL ELEMENTS

DEMOLISHED LINEAR FOOTAGE ELEMENTS

DEMOLISHED INTERIOR WALLS, LINEAR FOOTAGE ELEMENTS

RETAINED LINEAR FOOTAGE ELEMENTS

98 HAIGHT STREET
SAN FRANCISCO, CA 94117
(415) 440-1500

CULVER RESIDENCE

734 STEINER STREET, SAN FRANCISCO, CA 94117

ISSUANCE	DATE
CEQA/PLANNING	05.31.23
BUILDING PERMIT	08.29.23

2024

PLANNING CODE COMPLIANCE - ARTICLE 10 DEMOLITION CALCULATIONS

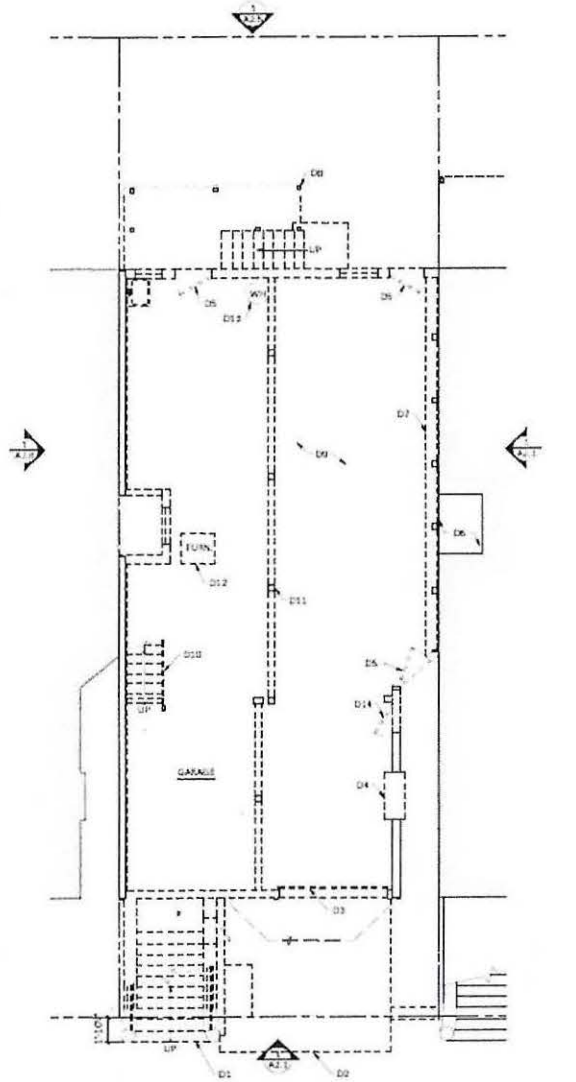
G2.3

SCALE: N.T.S.

b

NOTES: EXISTING

D1 (E) FRONT STAIR TO BE DEMOLISHED
D2 (E) DRIVEWAY TO BE DEMOLISHED
D3 (E) GARAGE DOOR TO BE DEMOLISHED
D4 (E) BRICK CHIMNEY TO BE DEMOLISHED
D5 (E) DOOR TO BE DEMOLISHED
D6 LIGHT WELL AT 712 STEINER
D7 (E) WATER DAMAGED BLIND WALL TO BE REMOVED - SEE PHOTO ON G2.3
D8 (E) WOOD DECK AND STAIR TO BE DEMOLISHED
D9 (E) SLAB ON GRADE TO BE DEMOLISHED
D10 (E) STAIR TO BE DEMOLISHED
D11 (E) POST AND BEAM SYSTEM TO BE DEMOLISHED
D12 (E) HVAC SYSTEM TO BE DEMOLISHED
D13 DEMOLISH (E) PLUMBING FIXTURE/ EQUIPMENT
D14 (E) DOOR TO BE REPLACED



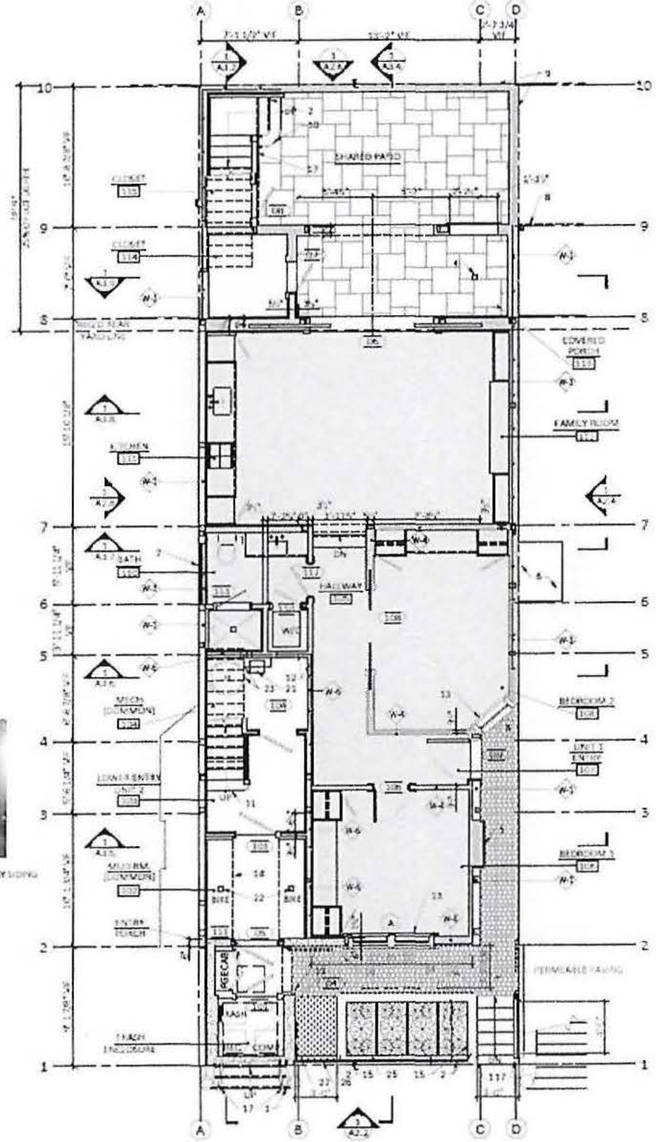
FIRST FLOOR PLAN - EXISTING AND DEMOLITION 2
1/4" = 1'-0"

GENERAL NOTES

A SEE SHEET G2.5 FOR THE REQUIRED LIGHTING AND VENTILATION TABLE
B ALL GRIDLINES ARE TO FACE OF (E) OR (N) STUD U.O.N (GENERAL NOTE ON ALL PLANS, ELEVATIONS, & BUILDING SECTIONS)

FIG. 1: EXISTING DOOR IN GARAGE COVERED BY SIDING

FIG. 2: SIDING OVER DOOR



FIRST FLOOR PLAN - PROPOSED 1
1/4" = 1'-0"

NOTES: PROPOSED

1 [N] CONCRETE STAIR WITH TERRAZZO TREADS & RISERS PER CBC 1011
2 [N] DECORATIVE METALWORK; GUARDRAILING PER CBC 1015; HANDRAILING PER CBC 1014
3 [N] TERRAZZO BIKE RAMP
4 [N] FLOOR DRAIN
5 [N] WOOD FRAMED CHIMNEY WITH SCORED STUCCO FINISH TO MATCH (E); INSTALL STUCCO PER CBC 2512
6 LIGHT WELL AT 712 STEINER STREET
7 [E] LIGHT WELL TO BE FILLED IN
8 EXTENT OF SUNROOM ABOVE AT 712 STEINER STREET
9 [N] PAINTED WOOD FENCE; 10'-0" MAX HEIGHT
10 [N] WOOD FRAMED STAIR PER CBC 1011
11 [N] WOOD FRAMED STAIR, NON-EGRESS COMPONENT
12 [N] FIRE RATED WALL ASSEMBLY; SEE ASSEMBLY DETAILS ON SHEETS A8.2.1 AND A8.2.2
13 [N] PAINTED WOOD WINDOW; SEE WINDOW SCHEDULE FOR MORE INFORMATION
14 [N] PAINTED METAL GATE
15 [N] CONCRETE SITE WALL WITH STUCCO FINISH
16 [N] PAINTED WOOD HANDRAIL PER CBC 1014
17 [N] PAINTED WOOD GUARDRAIL PER CBC 1015
18 [N] BUILT-IN CASEWORK OR CABINETRY
19 [N] FIRE-RATED DOOR ASSEMBLY ASSEMBLY PER CBC 716.2
20 [N] HVAC EQUIPMENT; SEE SHEET A7.5
21 [N] ACID RESISTANT FLOOR SINK
22 [N] FLOOR DRAIN
23 [N] BOILER AND WATER STORAGE TANK
24 SF PLANNING CODE SECTION 140 OPEN SPACE REQUIREMENT
25 [N] LANDSCAPE PLANTER
26 MAINTENANCE ACCESS PANEL
27 LANDSCAPE AREA

CULVER RESIDENCE

714 STEINER STREET, SAN FRANCISCO, CA 94117

FIRST FLOOR PLAN - EXISTING/DEMOLITION AND PROPOSED

A1.1

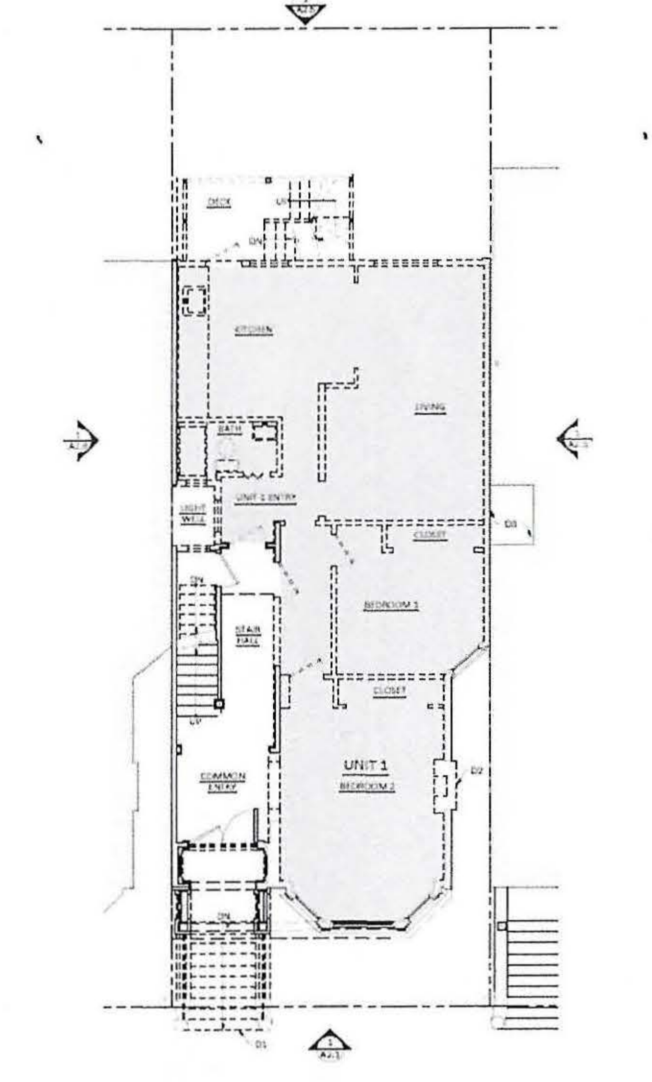
SCALE: 1/4" = 1'-0"

NOTES: EXISTING

D1 [E] FRONT STAIR TO BE DEMOLISHED
D2 [E] BRICK CHIMNEY TO BE DEMOLISHED
D3 LIGHT WELL AT 712 STEINER

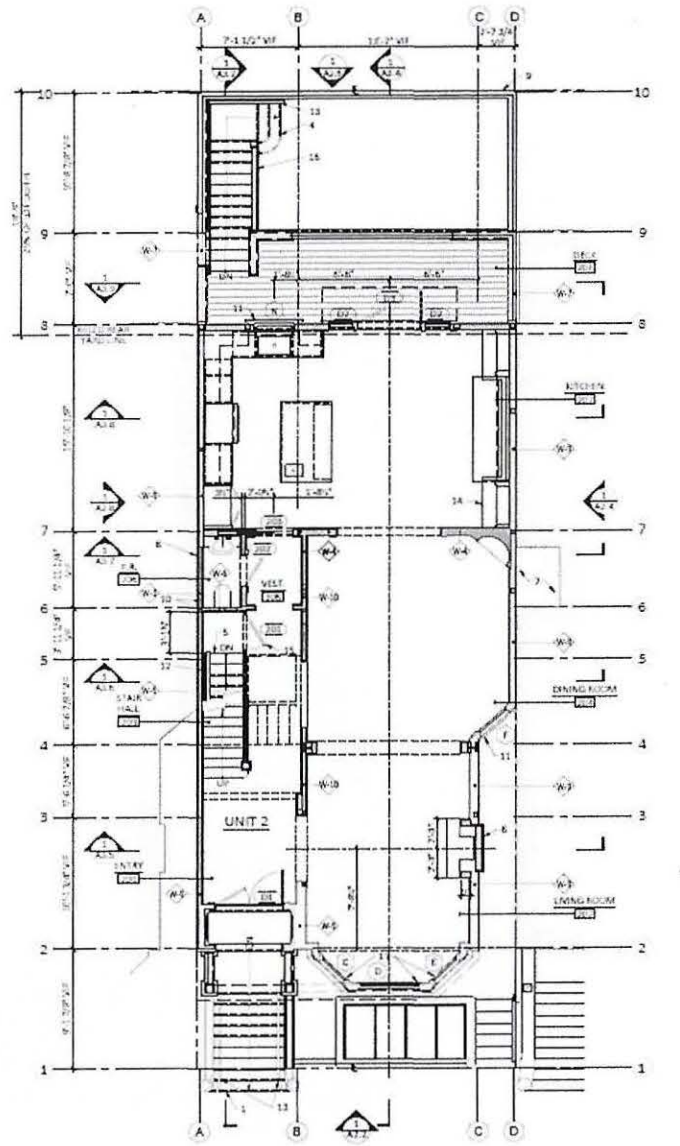
GENERAL NOTES

A SEE SHEET G2.5 FOR THE REQUIRED LIGHTING AND VENTILATION TABLE



SECOND FLOOR PLAN - EXISTING AND DEMOLITION 2

1/4" = 1'-0"



SECOND FLOOR PLAN - PROPOSED 1

1/4" = 1'-0"

NOTES: PROPOSED

1 [N] CONCRETE STAIR WITH TERRAZZO TREADS & RISERS PER CBC 1011
2 [N] DECORATIVE METALWORK, GUARDRAILING PER CBC 1015, HANDRAILING PER CBC 1014
3 [N] TERRAZZO BIKE RAMP
4 [N] WOOD FRAMED STAIR PER CBC 1011
5 [N] WOOD FRAMED STAIR, NON-EGRESS COMPONENT
6 [N] WOOD FRAMED CHIMNEY WITH SCORED STUCCO FINISH TO MATCH [E]; INSTALL STUCCO PER CBC 2512
7 LIGHT WELL AT 712 STEINER STREET
8 [E] LIGHT WELL TO BE FILLED IN
9 [N] PAINTED WOOD FENCE; 10'-0" MAX HEIGHT
10 [N] FIRE RATED WALL ASSEMBLY; SEE ASSEMBLY DETAILS ON SHEETS A8.2.1 AND A8.2.2
11 [N] PAINTED WOOD WINDOW; SEE WINDOW SCHEDULE FOR MORE INFORMATION
12 [N] PATINED WOOD HANDRAIL PER CBC 1014
13 [N] NATURAL PATINA BRONZE HANDRAIL PER CBC 1014
14 [N] BUILT-IN CASEWORK OR CABINETRY
15 [N] FIRE-RATED DOOR ASSEMBLY PER CBC 716.2
16 [N] PAINTED WOOD GUARDRAIL PER CBC 1015

CULVER RESIDENCE

714 STEINER STREET, SAN FRANCISCO, CA 94117

ISSUANCE	DATE
CAB/VARIANCE	05.25.2[illegible]
BUILDING PERMIT	03.25.2[illegible]

JOB # 2004

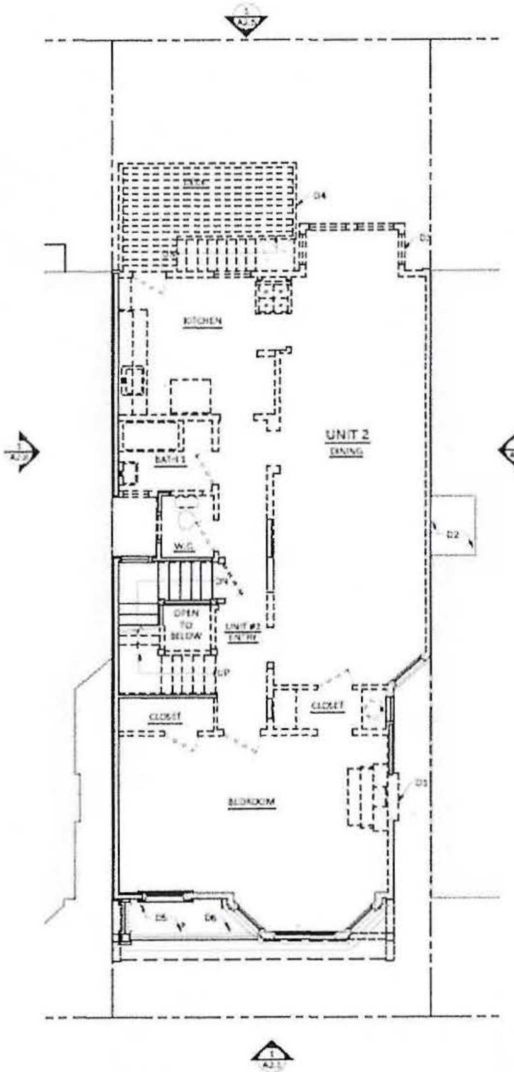
A1.2

SCALE: 1/4" = 1'-0"

11

NOTES: EXISTING

- D1 [E] BRICK CHIMNEY TO BE DEMOLISHED
- D2 LIGHT WELL AT 712 STEINER
- D3 [E] BAY WINDOW TO BE DEMOLISHED
- D4 [E] DECK AND STAIR TO BE DEMOLISHED
- D5 [E] GALVANIZED METAL ROOFING TO BE DEMOLISHED
- D6 DEMOLISH [E] EXPOSED DRAIN PIPE



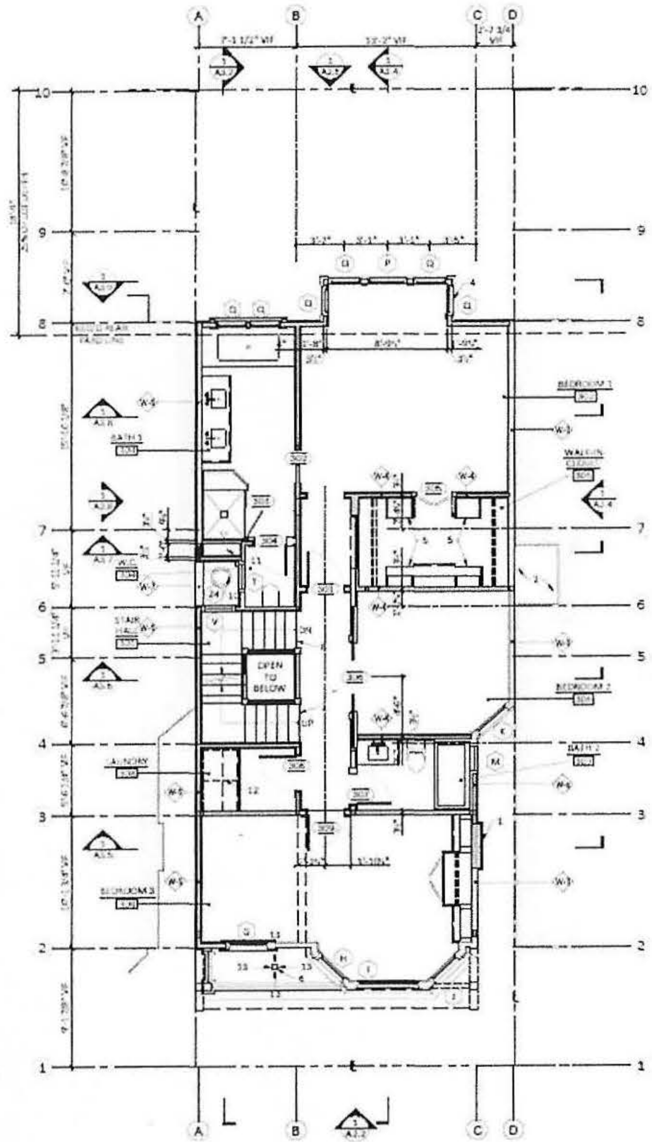
THIRD FLOOR PLAN - EXISTING AND DEMOLITION 2
1/4" = 1'-0"

GENERAL NOTES

- A SEE SHEET G2.5 FOR THE REQUIRED LIGHTING AND VENTILATION TABLE

FIG. 1: EXISTING SHEET METAL ROOFING

FIG. 2: EXISTING PORCH ROOF DRAIN PIPE



THIRD FLOOR PLAN - PROPOSED 1
1/4" = 1'-0"

NOTES: PROPOSED

1. [N] WOOD FRAMED CHIMNEY WITH SCORED STUCCO FINISH TO MATCH (E); INSTALL STUCCO PER CBC 2512
2. LIGHT WELL AT 712 STEINER STREET
3. [N] FIRE RATED WALL ASSEMBLY; SEE ASSEMBLY DETAILS ON SHEETS A8.2.1 AND A8.2.2
4. [N] PAINTED WOOD WINDOW; SEE WINDOW SCHEDULE FOR MORE INFORMATION
5. [N] BUILT-IN CASEWORK OR CABINETRY
6. [N] COPPER ROOF AND DRAIN OVER [N] WATERPROOFING MEMBRANE
7. [N] STAIR IN-KIND TO REPLACE [E] DAMAGED STAIR
8. [E] STAIR RAISED TO ALIGN TO [N] FINISHED FLOOR LEVEL
9. [N] SKYLIGHT, SEE SCHEDULE
10. [N] VELUX RIGID SUN TUNNEL TLR; SEE SCHEDULE
11. [N] 10" RANGE HOOD VENT
12. [N] 2" FLOOR DRAIN
13. ROOF SLOPING ¼" PER FOOT TO DRAIN

CULVER RESIDENCE

714 STEINER STREET, SAN FRANCISCO, CA 94117

ISSUANCE	DATE
CUA/VARIANCE	05.25.23
BUILDING PERMIT	08.29.23

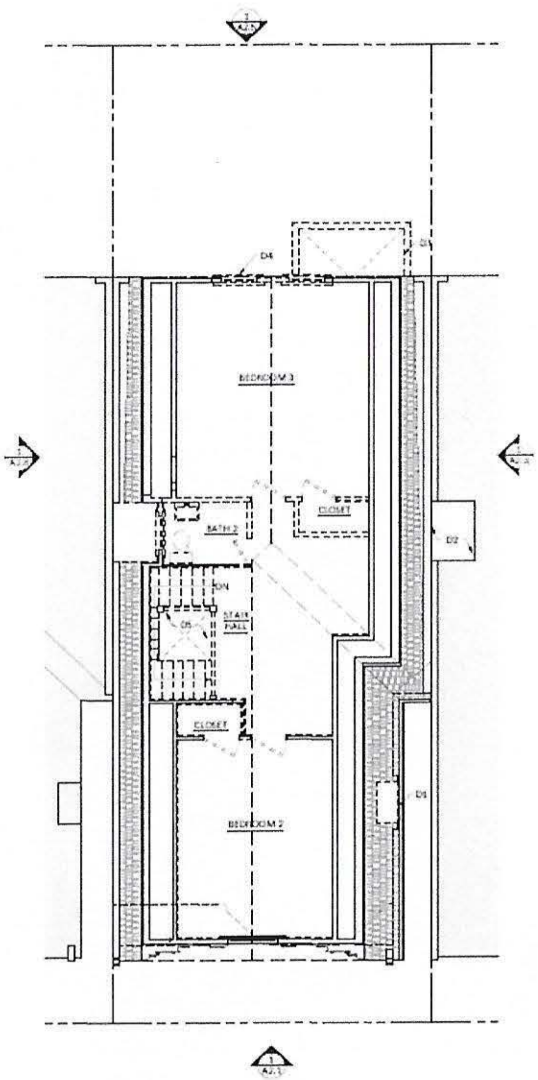
JOB # 2304

THIRD FLOOR PLAN - EXISTING AND DEMOLITION AND PROPOSED

A1.3

SCALE: 1/4" = 1'-0"

12



FOURTH FLOOR PLAN - EXISTING AND DEMOLITION 2

1/4" = 1'-0"

NOTES: EXISTING

D1	[E] BRICK CHIMNEY TO BE DEMOLISHED
D2	LIGHT WELL AT 712 STEINER
D3	[E] BAY WINDOW BELOW TO BE DEMOLISHED
D4	[E] WINDOWS TO BE DEMOLISHED
D5	[E] STAIR AND ENCLOSING WALLS TO BE DEMOLISHED

GENERAL NOTES

A. SEE SHEET G2.5 FOR THE REQUIRED LIGHTING AND VENTILATION TABLE

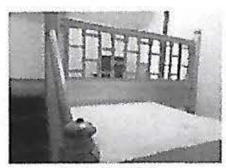
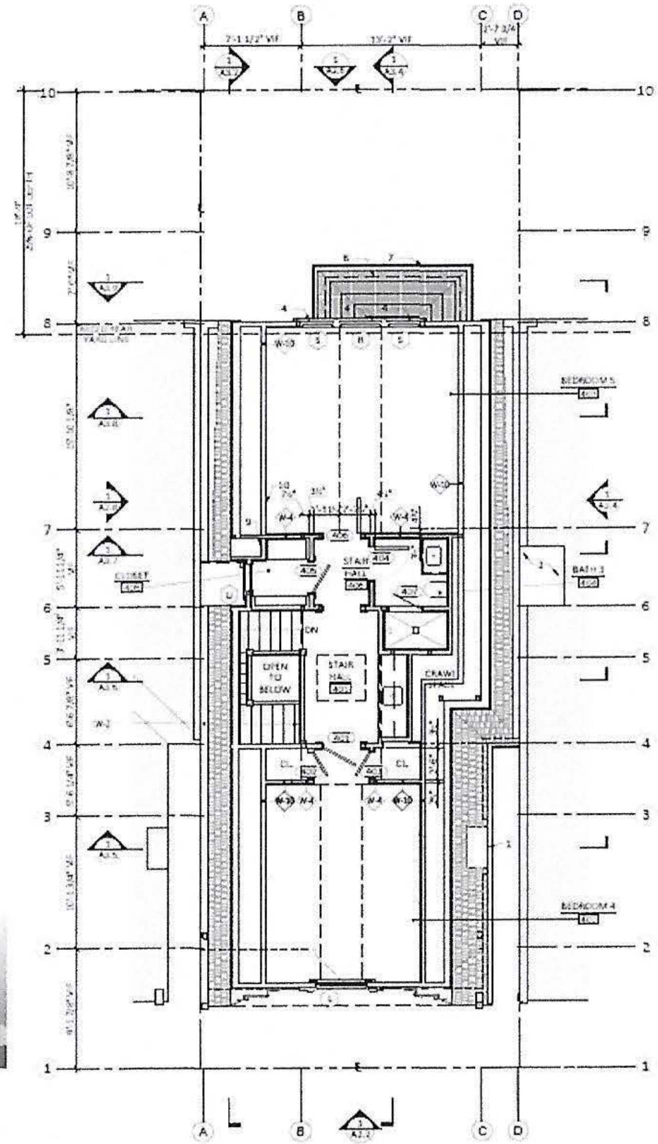


FIG. 1: EXISTING STAIR



FOURTH FLOOR PLAN - PROPOSED 1

1/4" = 1'-0"

NOTES: PROPOSED

1	[N] WOOD FRAMED CHIMNEY WITH SCORED STUCCO FINISH TO MATCH [E]; INSTALL STUCCO PER CBC 2512
2	LIGHT WELL AT 712 STEINER STREET
3	[N] FIRE RATED WALL ASSEMBLY; SEE ASSEMBLY DETAILS ON SHEETS A8.2.1 AND A8.2.2
4	[N] PAINTED WOOD WINDOW; SEE WINDOW SCHEDULE FOR MORE INFORMATION
5	[N] BUILT-IN CASEWORK OR CABINETRY
6	[N] COPPER FLAT-SEAM ROOFING FINISH OVER WATERPROOFING MEMBRANE
7	[N] COPPER GUTTER WITH INTERNAL LEADER
10	[N] VELUX RIGID SUN TUNNEL TLR; SEE SCHEDULE

CULVER RESIDENCE

714 STEINER STREET, SAN FRANCISCO, CA 94117

ISSUANCE	DATE
CUA/VARIANCE	05.25.21
BUILDING PERMIT	02.25.21

JOB # 2004

FOURTH FLOOR PLAN - EXISTING AND DEMOLITION AND PROPOSED

A1.4

SCALE: 1/4" = 1'-0"

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

PRE-APPROVAL INSPECTION REPORT

Report Date: May 28, 2021

Inspection Date: May 13, 2021
Filing Date: April 30, 2021

Case No.: **2021-004327MLS**
Project Address: 714 Steiner Street
Block/Lot: 0803/1019
Eligibility Contributor to Alamo Square Historic District
Zoning: RH-2 – Residential-House, Two-Family
Height &Bulk: 40-X

Supervisor District: District 5 (Dean Preston)

Project Sponsor: Leah Culver Revocable Trust
Address: 30 Walter Street
San Francisco, CA 94114
412-608--7984
leah.culver@gmail.com

Staff Contact: Michelle Taylor – (628) 652-7352
michelle.taylor@sfgov.org
Reviewed By: Elizabeth Gordon-Jonckheer – (628)-652-7365
elizabeth.gordon-jonckheer@sfgov.org

Pre-Inspection

☒ Application fee paid

☒ Record of calls or e-mails to applicant

- Throughout March and Early April: Regular email correspondence between Planning Department and Project Team regarding question about the Mills Act application process and to coordinate a

project review meeting time.

- April 5, 2021: Draft application and draft HSR provided by project team.
- April 6, 2021: Project review meeting with project sponsor team.
- May 11, 2021: Email correspondence with property owner to schedule a site visit.

Inspection Overview

Date and time of inspection: Tuesday, May 13, 2021; 1:00pm

Parties present: Michelle Taylor
Leah Culver

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 Does the property meet the priority considerations including necessity, investment, distinctiveness, recently designated city landmark or legacy business? If no, items/issues noted:
Staff has performed an initial review of the application and determined that the subject property appears to meet three of the five Priority Considerations: Distinctiveness, Necessity

and Investment. The subject property represents a distinctive and well-preserved example of the Queen Anne style architecture and the property is in danger of deterioration without rehabilitation. Additionally, the property owner will be investing additional money towards the rehabilitation other than for routine maintenance. The subject property does not meet the recently designated landmark and Legacy Business criteria.

Notes

714 Steiner Street is a contributing building to the Article 10 Alamo Square Historic District. It is located on the east side of Steiner Street between Hayes and Grove Streets, Assessor's Block 0803 Lot 019. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. 714 Steiner Street is one of the Queen Anne buildings on "Postcard Row" directly across from Alamo Square. The building is a three story over garage, wood-frame, two-unit residential building constructed in 1895 and features a gable roof and bay window.

The subject property is currently valued by the Assessor's Office at more than $3,000,000. Therefore, an exemption from the tax assessment value is required.

The rehabilitation plan proposes to perform seismic work, replace the roof, repair and paint the siding, remove the garage, restore historic location of two street-facing windows, restore historic low wall and railing, replace steps, and restore/repair windows and doors. The estimated cost of the proposed rehabilitation work is $1,259,900.00

The maintenance plan proposes to inspect and make any necessary repairs to the foundation, roof, siding, windows and doors, and stairs on an annual basis. The estimated cost of maintenance work is $5,400 annually.

The application is complete and will be forwarded to the Assessor-Recorder on June 1, 2021.

Photographs


Front Elevation

Bay Window detail


Front door detail

Exhibit A - Rehabilitation/Restoration Plan
714 Steiner Street, San Francisco, CA

Scope: # 1 Building Feature: Structural / Seismic Improvement – Foundation					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $339,000.00					
Description of Work: Seismic strengthening including whole house engineered shoring system, hard demolition and off-hauling, install 18-inch concrete mat-slab foundation. All work will be performed in conformance with *the Secretary of the Interior's Standards*.					

Scope: # 2 Building Feature: Structural / Seismic Improvement – Replace Brick Chimney					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $62,000.00					
Description of Work: Remove the entire brick chimney at south elevation; off-haul materials; install new wood-framed chimney and metal lined flue and copper cap; score exterior of new chimney stucco to match historic configuration. All work will be performed in conformance with *the Secretary of the Interior's Standards*.					

Scope: # 3 Building Feature: Site Drainage Improvements & Waterproofing					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $83,500.00					
Description of Work: Provide foundation and sub-slab waterproofing and drainage: Improve site drainage at location of driveway and garage to accommodate reconfigured dwelling unit at lower level by installing trench and perimeter sub-grade drains; Tie surface drains and roof leader to house sewer-line; Provide roof drains including at light well; Repair south wall of lower story where significant water damage has occurred. Correct cause of water intrusion. All work will be performed in conformance with *the Secretary of the Interior's Standards*.					

Exhibit A - Rehabilitation/Restoration Plan
714 Steiner Street, San Francisco, CA

Scope: # 4 Building Feature: Main Roof Upgrade and New Roofing Material					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $191,400.00					
Description of Work: The roof was last replaced in 2008 (Building Permit #1159979). This was a re-roofing only project and did not include any structural sheathing. The proposed scope will remove the existing composition shingles and any underlying roofing material; demolition and off-hauling; provide and install new roofing waterproofing membrane; provide structural improvements; improve waterproofing; install new flashing; replace all gutters and downspouts or provide new flashing and waterpoof membrane to dutch gutters and downspouts to improve drainage from roof; and provide new composition shingle roofing material. All work will be performed in conformance with *the Secretary of the Interior's Standards*.					

Scope: # 5 Building Feature: Roof at Steiner Street Porch					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $17,000.00					
Description of Work: Above the porch, remove the existing sheet metal pan roof, repair underlying wood, provide new waterproofing membrane and install new copper sheet metal pan over roof. All work will be performed in conformance with *the Secretary of the Interior's Standards*.					

Scope: # 6 Building Feature: Steiner Street and South Façades – Wood Decorative Trim and Window Surround Repair					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $112,500.00					
Description of Work: Repair areas of dry rot or damage to decorative wood trim at Steiner Street façade; for missing wood elements or those damaged beyond repair replace in kind (materials and decorative profile). Repair wood window surrounds and sills where damaged. Leave surfaces ready for primer and paint. Caulk elements were necessary. All work will be performed in conformance with *the Secretary of the Interior's Standards* and NPS publication *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*					

Scope: # 7 Building Feature: Steiner Street Façade – Decorative Wood Front Door and Entryway Wood Paneling					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $25,000.00					
Description of Work: Remove hardware and prepare surfaces; remove doors and correct alignment as necessary; replace broken beveled glass at front door; paint and reinstall doors. All work will be performed in conformance with *the Secretary of the Interior's Standards* and NPS publication *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*					

Scope: # 8 Building Feature: Steiner Street Double-hung wood windows with ogee lugs					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $104,000.00					
Description of Work: Repair and rehabilitate wood windows; carefully remove window sash and frames, strip old paint layers, patch wood in locations of previous security measures or inappropriate hardware (bolts, etc); remove window castings re-install windows with new sash cord and weights so that all windows are operable; re-glaze as necessary; waterproof openings; prepare surfaces for primer and paint. All work will be performed in conformance with *the Secretary of the Interior's Standards* and NPS publications *Preservation Brief # 9: The Repair of Historic Wooden Windows* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*					

Scope: # 9 Building Feature: Steiner Street Façade – Front Main Entry Stair					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $61,000.00					
Description of Work: Rebuild front stair to address significant deficiencies, dry rot and deteriorating structure under terrazzo. Remove landing balustrade for restoration; remove existing stair and off-haul; excavate and pour new concrete structure at stair; waterproof stair; install new terrazzo treads and risers; provide bronze handrails; new decorative stucco cladding at stairs to match existing. All work will be performed in conformance with *the Secretary of the Interior's Standards*.					

Exhibit A - Rehabilitation/Restoration Plan
714 Steiner Street, San Francisco, CA

Scope: # 10 Building Feature: Steiner Street Façade – Remove Garage opening and Restore Lower Story Windows and Horizontal Wood Siding				
Rehab / Restoration	X	Maintenance	Completed	Proposed X
Contract year work completion: 2023				
Total Cost: $30,500.00				
Description of Work: Remove garage opening and rehabilitate lower portion of west façade to historical configuration, including two new double-hung wood windows and horizontal wood siding to match siding at upper stories. Provide waterproofing and vaper barrier at new siding. All work will be performed in conformance with *the Secretary of the Interior's Standards*.				

Scope: # 11 Building Feature: Steiner Street Façade – Rehabilitate side walkway metal gate				
Rehab / Restoration	X	Maintenance	Completed	Proposed X
Contract year work completion: 2023				
Total Cost: $10,100.00				
Description of Work: Remove non-original and incompatible metal side walkway gate and off-haul; provide new, more compatible metal security gate at this location. All work will be performed in conformance with *the Secretary of the Interior's Standards*.				

Scope: # 12 Building Feature: Restore Pedestrian Door at South Elevation Walkway				
Rehab / Restoration	X	Maintenance	Completed	Proposed X
Contract year work completion: 2023				
Total Cost: $9,300.00				
Description of Work: Restore the infilled door at the south elevation and repair siding at the south elevation. Provide a new glazed wood door, framing, new wood casings to match existing, and hardware in the location of boarded side door. All work will be performed in conformance with *the Secretary of the Interior's Standards*.				

Exhibit A - Rehabilitation/Restoration Plan
714 Steiner Street, San Francisco, CA

Scope: # 13 Building Feature: Exterior Painting all Façades					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $160,000.00					
Description of Work: Scaffold and net for lead paint containment; wash using gentlest means possible with mild soap, water and sponges (no power washing), prime, prep and paint all facades; Re-paint all previously painted exterior wood surfaces. All work will be performed in conformance with *the Secretary of the Interior's Standards* and *NPS Publication Preservation Brief #10 Exterior Paint Problems on Historic Woodwork* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*					

Scope: # 14 Building Feature: Remove Driveway and Install Restored Decorative Railing and Gate					
Rehab / Restoration	X	Maintenance	Completed	Proposed	X
Contract year work completion: 2023					
Total Cost: $54,600.00					
Description of Work: Remove the driveway paving, off-haul materials, and prepare area to construct concrete stem wall and metal bronze decorative railing. Repair concrete bollards as needed. Wall and railing design based on historic photograph. All work will be performed in conformance with *the Secretary of the Interior's Standards.*					

Exhibit B - Maintenance Plan
714 Steiner Street, San Francisco, CA

Maintenance Plan - Scope: # 1 Building Feature: Steiner Street Façade – Yearly Cleaning					
Rehab / Restoration	Maintenance	X	Completed	Proposed	X
Contract year work completion: once a year					
Total Cost: $900.00 per year					
Description of Work: The primary, Steiner Street façade, including the front stairs, should be cleaned once a year with mild soap, large sponges and very low-pressure water rinse. There are several excellent service companies that specialize in cleaning elaborate Victorian facades in San Francisco. High pressure washing is not an appropriate treatment. Pressure washing many result in damage to the historic materials and cause water to become trapped behind features. Façade cleaning should be scheduled for late spring after the rainy season. All work will conform with *the Secretary of the Interior's Standards* and NPS publication *Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.					

Maintenance Plan - Scope: # 2 Building Feature: Steiner Street Façade - Maintain Exterior Wood Siding, Shingles, Trim or Decorative Features					
Rehab / Restoration	Maintenance	X	Completed	Proposed	X
Contract year work completion: once a year					
Total Cost: $1,000.00 per year					
Description of Work: Any deteriorated or rotted segments of the exterior, including shingles, sidings, or decorative wood trim elements, should be repaired or replaced in kind. Damaged siding should be removed and replaced in kind with the same wood species. Composite materials should be avoided since they inherently have either a highly smooth finish or a very artificial, repetitive grain that will be incompatible with the existing materials. At the time of each spring façade cleaning (Maintenance Plan Scope #1) the exterior wood materials at the Steiner Street façade should be inspected and any repairs made after the cleaning is complete and all surfaces are dry. All work will conform with *the Secretary of the Interior's Standards* and NPS publications *Preservation Brief # 10 Exterior Paint Problems on Historic Woodwork* and *Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.					

Exhibit B - Maintenance Plan
714 Steiner Street, San Francisco, CA

Maintenance Plan - Scope: # 3 Building Feature: Steiner Street Façade - Maintain Paint Coatings					
Rehab / Restoration	Maintenance	X	Completed	Proposed	X
Contract year work completion: once a year					
Total Cost: $2,000.00 per year					
Description of Work: Maintaining paint coatings on wood frame buildings is one of the most important maintenance practices. Paint coatings should be inspected each year upon completion of Maintenance Scopes 1 and 2 detailed above. Preparation for new paint is very important. Loose paint should be removed to allow for proper adhesion of the new finish. For wood surfaces, gentle scraping and sanding with non-metallic tools is appropriate. Chemical removal systems and heat-based systems for paint removal should be avoided. Loose paint can be removed with a soft bristle brush, however more complete paint removal requires testing by a trained professional to determine a safe and effective means for removing paint. Pressure washing is not appropriate and may cause more damage to the historic materials than necessary. After inspection and cleaning, paint coatings should be reapplied where previous coatings are failing. All work will conform with *the Secretary of the Interior's Standards* and NPS publication *Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.					

Maintenance Plan - Scope: # 4 Building Feature: All exterior façades - Inspect, Repair and Maintain Windows and Doors					
Rehab / Restoration	Maintenance	X	Completed	Proposed	X
Contract year work completion: once a year					
Total Cost: $500.00 per year					
Description of Work: Once a year, inspect the operability of all windows and doors. This includes the stained glass window at the interior stair. During the rainy season, wood windows and doors can expand and contract with moisture levels. Ensure that no water intrusion is occurring at window and doors and their flashing locations. Upon conclusion of the rainy season, complete repairs as needed to ensure operability and that flashing is properly installed. All work will conform with *the Secretary of the Interior's Standards* and NPS publications *Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.					

Exhibit B - Maintenance Plan
714 Steiner Street, San Francisco, CA

Maintenance Plan - Scope: # 5 Building Feature: Roof and Roof Drainage					
Rehab / Restoration	Maintenance	X	Completed	Proposed	X
Contract year work completion: once a year					
Total Cost: $500.00 per year					
Description of Work: Once a year, just before the rainy season, a licensed roofing contractor should inspect the roof, pursuant to the roofing manufacturer's warranty. Roof flashing and sheathing materials should be inspected for any inadvertent water intrusion. Further, gutters, leaders and downspouts should be inspected, cleared of debris and tested for operability prior to rain. All work will conform with *the Secretary of the Interior's Standards* and NPS publication *Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.					

Maintenance Plan - Scope: # 6 Building Feature: Site Drainage					
Rehab / Restoration	Maintenance	X	Completed	Proposed	X
Contract year work completion: once a year					
Total Cost: $500.00 per year					
Description of Work: Once a year, just before the rainy season, inspect the areas where all downspouts meet the ground to ensure proper drainage and that there is no blockage. Ensure that drains and the pathways to the drains should remain clear of debris. Determine if there are any areas of the site that are not properly draining and correct issues if found. All work will conform with *the Secretary of the Interior's Standards* and NPS publication *Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.					

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

October 18, 2021

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

Re: Transmittal of Planning Department Case Number: 2021-004327MLS
Mills Act Historical Property Contract for 714 Steiner Street

Board File No. _____ (pending)

Historic Preservation Commission Recommendation: **Approval**

Dear Ms. Calvillo,

On October 6, 2021, the Historic Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the Application for Mills Act Historical Property Contract for 714 Steiner Street. At the hearing the Historic Preservation Commission recommended to approve the proposed Resolution.

The Resolution recommends the Board of Supervisors approve the Mills Act Historical Property Contract as the property is a historical resource and the proposed Rehabilitation and Maintenance plan is 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 Sponsor submitted the Mills Act applications on May 1, 2021. As detailed in the Mills Act application, the Project Sponsor has 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 Sponsor mitigate expenditures and enable the Project Sponsor to maintain their historic property in excellent condition in the future.

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

The Mills Act Historical Property Contract is time sensitive. Contracts must be recorded with the Assessor-Recorder by December 30, 2021 to become effective in 2022. We respectfully request these items be introduced

at the next available hearing date. Your prompt attention to this matter is appreciated.

Please find attached documents relating to the actions of the Commission. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Aaron D. Starr
Manager of Legislative Affairs

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

Attachments:
HPC Resolution No. 1199, dated October 6, 2021
HPC Executive Summary, dated October 6, 2021
Draft Mills Act Historical Property Contract
Rehabilitation & Maintenance Plans (Exhibits A &B)
Draft Mills Act Valuation prepared by the Assessor-Recorder's Office
Categorical Exemption
Mills Act Application
Planning Department Pre-Approval Inspection Report

From:	George
To:	Peskin, Aaron (BOS); ChanStaff (BOS); MandelmanStaff, [BOS]; Preston, Dean (BOS)
Subject:	Support of Mills Act Application for 714 Steiner Street Government Audit & Oversight Committee on Thursday, April 21, 2022.
Date:	Thursday, April 21, 2022 2:56:52 PM

I'm writing in support of the Mills Act application for 714 Steiner that will be heard by the Government Audit & Oversight Committee on Thursday, April 21, 2022. I was not able to attend the meeting or the online portion- so I am asking that this letter be heard instead.

My name is George Horsfall. I am the next door neighbor of Leah Culver, in the blue "painted lady" at 712 Steiner. 712 was my mother's home for 21 years and now it is my home. I am also the owner, (and 28 year resident), of a pristine 1914 Edwardian at 547 Lombard Street. The preservation and restoration of unique, intact, period homes is an important priority to me. I have no desire to live in a museum, but see it as essential that we do not sacrifice what is unique, excellent and singular to decorative fashions and fads that come and go. Our period architecture is part of what makes San Francisco so noteworthy and loved throughout the world. This is especially true when speaking of the "painted ladies" on Alamo Square.

I am a Realtor, a member of the Victorian Alliance of San Francisco and a San Francisco native with family roots here back to the Gold Rush. My family has always shared our homes with the community for house tours- with the goal of education about preservation and usually for the purpose of helping various causes, individuals and charities. In the short 2 years I have come to know Leah Culver I am thrilled to see how much she also wants to use her own home in the same way- to give back to her neighbors and to the City of San Francisco. Her home is easily in the worst condition of any in the "postcard row". She is setting out to do what very few people would dare take on- financially and emotionally. She is seeking to honor the past and to give this iconic home at least another 128 years of life. Her designs for the façade of 714 will restore the original garden and make this house, (along with 722 Steiner), the most authentic representation of the architect's original design.

Ms Culver will be preserving 714 at tremendous personal expense and risk. The Mills Act will be an excellent means to defray some of the costs of maintaining the exterior of this historic home- with a long term tax break. The proposal Leah Culver and her architect have put forth for the restoration is historically appropriate and all her neighbors are enthusiastically behind her plans. We had a gathering at our home just after Ms Culver bought 714 Steiner. It gave us a chance to introduce Leah to her neighbors but also to the many resources available to help her with her project. The Mills Act will be the device that will aid her in achieving these excellent plans she has set forth.

Leah Culver will lead a new generation in saving San Francisco's Victorians. I can't think of a person and historic home more deserving of our every assistance. Please vote to give Leah Culver every possible benefit the Mills Act currently offers for the restoration of 714 Steiner.

Thank you,

George

712 Steiner Street
San Francisco, CA 94117

George Horsfall
ghorsfall@aol.com 415-377-8559
547 Lombard, San Francisco, 94133

From:	Megan G. Smith
To:	Peskin, Aaron (BOS); ChanStaff (BOS); MandelmanStaff, [BOS]; Preston, Dean (BOS)
Cc:	Carroll, John (BOS); Haney, Matt (BOS); Mar, Gordon (BOS); MelgarStaff (BOS); Ronen, Hillary; Safai, Ahsha (BOS); Stefani, Catherine (BOS); Walton, Shamann (BOS); Leah Culver; vapresident@victorianalliance.org
Subject:	Mills Act Application for 714 Steiner - Government Audit & Oversight Committee on Thursday, April 21, 2022
Date:	Wednesday, April 20, 2022 3:53:31 PM

Dear Supervisor Peskin, Government Audit and Oversight Committee Members Supervisors Chan, Mandleman and Preston,
and Supervisors Haney, Mar, Melgar, Ronen, Safai, Stefani, and Walton.

I'm writing in support of the Mills Act application for 714 Steiner that will be heard by the Government Audit & Oversight Committee on Thursday, April 21, 2022.

I've been a member of the Victorian Alliance of San Francisco for twenty-five years. We are a non-profit dedicated to preserving and restoring Victorian homes. You may have been on or heard of our very popular annual Victorian House tours (the funds we raise are donated in the form of grants to public preservation projects). We believe the City should support homeowners who restore the exteriors of their Victorians for residents and visitors alike to enjoy.

The Mills Act is an excellent way to help with the costs of maintaining the exteriors of historic homes by giving owners a long term tax break. Victorian Alliance members had the opportunity to see the benefits of the Mills Act when we got a tour of renowned preservation architect Alice Carey's restored firehouse at 460 Bush Street (City Landmark No. 143).

The Victorian Alliance has been around since 1973. We are just thrilled to have members like Leah Culver joining our group. I was able to see 714 Steiner before Ms. Culver bought it. While there were plenty of original features still present, it was obvious there had been years of neglect for the new owner to take care of. We were afraid someone would come in and gut it/remodel it out of existence like what happens to so many Victorians in San Francisco these days. Instead, she is spending considerable resources to restore the home.

And it's not just any Victorian - it's one of the iconic Painted Ladies of Alamo Square - world famous as a symbol of San Francisco. Every day, hundreds of tourists flock to Alamo Square to take photos of the famous Painted Ladies. Even better, she has a huge following on Instagram (18.9 K followers) for her restoration efforts and is serving as a role model for other young home buyers to restore their classic historic homes instead of destroying them.

The proposal Leah Culver and her architect have put forth for the restoration is historically appropriate and will be done with care.

I truly believe Leah Culver is a leader in saving San Francisco's Victorians for future generations. I can't think of a person and historic home more deserving of our City's assistance. Please vote to give Leah Culver every possible benefit the Mills Act currently offers to help her accomplish the restoration of 714 Steiner.

Thank you,

Megan

Megan Smith
Member of the Victorian Alliance of San Francisco

4274 25th Street
San Francisco, CA 94114

Megan G. Smith
smith_megan@att.net
415 285-2881

From:	Jason Stein
To:	ChanStaff (BOS); MandelmanStaff, [BOS]; PrestonStaff (BOS); Carroll, John (BOS); Walton, Shamann (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Ronen, Hillary; Mar, Gordon (BOS); Haney, Matt (BOS); Safai, Ahsha (BOS); MelgarStaff (BOS)
Cc:	vapresident@victorianalliance.org; kmonteil@sfheritage.org
Subject:	Letter in Support of Approval for a Mills Act Contract for 714 Steiner; File #211088
Date:	Wednesday, April 20, 2022 3:12:16 PM
Attachments:	Letter of Support for a Mills Act Contract for 714 Steiner, File# 211088.pdf

Dear Members of the Board of Supervisors and the Government Audit and Oversite Committee,

We hope this email finds you well

We are writing in support of awarding a Mills Act Contract for the restoration and preservation of 714 Steiner Street.

We respectfully ask that you please kindly consider this letter and include it in the meeting materials for tomorrow's Government Audit and Oversite Committee meeting.

Kind regards,
Jason Stein and Portia Peeples

To: San Francisco Board of Supervisors, Government Audit and Oversite Committee

RE: Mills Act Historical Property Contract - 714 Steiner Street; File# 211088

Dear Honorable Members of the Board,

San Francisco is graced with some of the most iconic, beautiful, and important historic homes in the country. These homes perpetuate our unique cultural and architectural heritage. They anchor the distinct features of our neighborhoods. They educate and inspire us. They attract tourists and generate income. Unfortunately, many of these homes are under the threat of deterioration or destruction.

Many historic homes have been restored and maintained by private owners. The California State Parks Office of Historic Preservation states that the Mills Act is the single most important economic incentive program in California for the restoration and preservation of qualified historic buildings by private property owners.

We respectfully urge the City to award 714 Steiner a contract since it is a prominent historic home on arguably the most instantly recognizable block in our city and enjoys iconic status on an international level of cosmopolitan architectural landmarks. It well deserves protection under the Mills Act for its proposed restoration and for the considerable time and expense it takes to preserve and maintain the home in the years to come to ensure the benefits of the restoration are not lost again to the ravages of time.

For the above reasons, we respectfully urge the City to award 714 Steiner a Mills Act contract for the restoration and continued maintenance of the home.

Sincerely,

Jason Stein and Portia Peeples
San Francisco, California

BOARD of SUPERVISORS

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M E M O R A N D U M

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Dean Preston, Chair
Government Audit and Oversight Committee

FROM: John Carroll, Assistant Clerk

DATE: December 3, 2021

SUBJECT: **NO COMMITTEE REPORT, BOARD MEETING**
Tuesday, December 7, 2021

The following file—prepared for presentation as a COMMITTEE REPORT at the regular Board meeting on Tuesday, December 7, 2021—was not sent. This resolution was acted upon at the regular Government Audit and Oversight Committee meeting on Thursday, December 2, 2021, at 10:00 a.m., but was not sent as a committee report.

Item No. 31 **File No. 211088**

Resolution approving a historical property contract between Leah Culver Revocable Trust, the owner of 714 Steiner Street, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to execute and record the historical property contract.

Cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Anne Pearson, Deputy City Attorney

Member, Board of Supervisors
District 5

DEAN PRESTON

City and County of San Francisco

DATE:	November 30, 2021
TO:	Angela Calvillo Clerk of the Board of Supervisors
FROM:	Supervisor Preston Chairperson
RE:	Government Audit and Oversight Committee COMMITTEE REPORTS

Pursuant to Board Rule 4.20, as Chair of the Government Audit and Oversight Committee I have deemed the following matters to be of an urgent nature and request each be considered by the full Board on Tuesday, December 7, 2021, as Committee Reports:

1. 211125 – [Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]

2. 211088 – [Mills Act Historical Property Contract - 714 Steiner Street]

3. 211074 – [Settlement of Lawsuit - Judy O'Neil - $2,500,000]

These matters will be heard at a regular Government Audit and Oversight Committee meeting on December 2, 2021, at 10am.