

File No. 171100

Committee Item No. 1

Board Item No. 28

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: March 21, 2018

Board of Supervisors Meeting:

Date: April 3, 2018

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution - Sponsorship Updated March 21, 2018
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 - Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Correspondence

#### OTHER

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mills Act Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Case Summary Brief
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Settlement - February 4, 2016
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Planning Department Report - November 8, 2017
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Planning Presentation - November 1, 2017
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Assessor Presentation - November 1, 2017
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Case Report - October 4, 2017
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	HPC Reso. No. 903 - October 4, 2017
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rehabilitation-Restoration Plan
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Assessor's Valuation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mills Act Application
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Planning Department Letter - October 10, 2017
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126

Prepared by: John Carroll

Date: March 16, 2018

Prepared by: John Carroll

Date: March 27, 2018

1 [Mills Act Historical Property Contract - 60-62 Carmelita Street]

2  
3 **Resolution approving an historical property contract between Patrick Mooney and**  
4 **Stephen G. Tom, the owners of 60-62 Carmelita Street, and the City and County of San**  
5 **Francisco, under Administrative Code, Chapter 71; and authorizing the Planning**  
6 **Director and the Assessor-Recorder to execute the historical property contract.**  
7

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

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

15 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in  
16 File No. 171100, is incorporated herein by reference, and the Board herein affirms it; and

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

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

23 WHEREAS, 60-62 Carmelita Street is designated as a Contributor to the Duboce Park  
24 Historic District under Article 10 of the Planning Code and thus qualifies as an historical  
25 property as defined in Administrative Code, Section 71.2; and

1 WHEREAS, A Mills Act application for an historical property contract has been  
2 submitted by Patrick Mooney and Stephen G. Tom, the owners of 60-62 Carmelita Street,  
3 detailing rehabilitation work and proposing a maintenance plan for the property; and

4 WHEREAS, As required by Administrative Code, Section 71.4(a), the application for  
5 the historical property contract for 60-62 Carmelita Street was reviewed by the Assessor's  
6 Office and the Historic Preservation Commission; and

7 WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
8 has provided the Board of Supervisors with an estimate of the property tax calculations and  
9 the difference in property tax assessments under the different valuation methods permitted by  
10 the Mills Act in its report transmitted to the Board of Supervisors on October 11, 2017, which  
11 report is on file with the Clerk of the Board of Supervisors in File No. 171100 and is hereby  
12 declared to be a part of this Resolution as if set forth fully herein; and

13 WHEREAS, The Historic Preservation Commission recommended approval with  
14 conditions of the historical property contract in its Resolution No. 903, including approval of  
15 the Rehabilitation Program and Maintenance Plan with deletion of Scope #4: Install Garage,  
16 attached to said Resolution, which is on file with the Clerk of the Board of Supervisors in File  
17 No 171100 and is hereby declared to be a part of this resolution as if set forth fully herein; and

18 WHEREAS, The draft historical property contract between Patrick Mooney and  
19 Stephen G. Tom, the owners of 60-62 Carmelita Street, and the City and County of San  
20 Francisco is on file with the Clerk of the Board of Supervisors in File No. 171100 and is  
21 hereby declared to be a part of this resolution as if set forth fully herein; and

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

1 whether the City should execute the historical property contract for 60-62 Carmelita Street;  
2 and

3 WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
4 owner of 60-62 Carmelita Street with the cost to the City of providing the property tax  
5 reductions authorized by the Mills Act, as well as the historical value of 60-62 Carmelita Street  
6 and the resultant property tax reductions, and has determined that it is in the public interest to  
7 enter into a historical property contract with the applicants; now, therefore, be it

8 RESOLVED, That the Board of Supervisors hereby approves with conditions  
9 recommended by the Historic Preservation Commission the historical property contract  
10 between Patrick Mooney and Stephen G. Tom, the owners of 60-62 Carmelita Street, and the  
11 City and County of San Francisco; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
13 Director and the Assessor-Recorder to execute the historical property contract.  
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Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
1650 Mission Street, Suite 400  
San Francisco, CA 94103-2414

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
60-62 CARMELITA STREET  
SAN FRANCISCO, CALIFORNIA**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Patrick Michael Mooney and Stephen Gary Tom ("Owners").

**RECITALS**

Owners are the owners of the property located at 60-62 Carmelita Street, in San Francisco, California (Block 0864, Lot 014). The building located at 60-62 Carmelita Street is designated as a Contributor to the Duboce Park 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.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost twenty thousand dollars (\$20,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately zero dollars (\$00.00) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Assessor-Recorder

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Director of Planning

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Deputy City Attorney

OWNERS

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Owner

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Owner

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

## 5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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

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

# <u>1</u> (Provide a scope number)	BUILDING FEATURE <u>Foundation - seismic upgrade</u>
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
CONTRACT YEAR FOR WORK COMPLETION: <u>2016</u>	
TOTAL COST (rounded to nearest dollar): <u>\$198,000</u>	
DESCRIPTION OF WORK: <u>Building on original brick foundation that is 118 years old and in poor condition. Replace brick foundation with new seismically upgraded foundation after working with structural engineer and architect.</u>	

Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

#2 (Provide a scope number)	BUILDING FEATURE: <u>Exterior painting</u>
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>	
CONTRACT YEAR WORK COMPLETION: <u>2016</u>	
TOTAL COST (rounded to nearest dollar): <u>\$41,500</u>	
DESCRIPTION OF WORK: <u>Paint exterior of building after consulting with a historical color consultant.</u>	

#3 (Provide a scope number)	BUILDING FEATURE: <u>Repair terrazzo steps; reglaze/sand</u>
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>	
CONTRACT YEAR WORK COMPLETION: <u>2016</u>	
TOTAL COST (rounded to nearest dollar): <u>\$3,200</u>	
DESCRIPTION OF WORK: <u>Reinforce supports under steps</u> <u>Repair damaged steps</u> <u>Reglaze/sand terrazzo steps and tile insets</u>	

#4 (Provide a scope number)	BUILDING FEATURE: <u>Install garage</u>
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input type="checkbox"/> Proposed <input checked="" type="checkbox"/>	
CONTRACT YEAR WORK COMPLETION: <u>2017</u>	
TOTAL COST (rounded to nearest dollar): <u>\$37,000</u>	
DESCRIPTION OF WORK: <u>Demolition and excavation of building. Install driveway with "Hollywood Landscape Strip" pavers historically accurate carriage doors and matching pilasters.</u>	



Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

# 5 (Provide a scope number) BUILDING FEATURE: Roof Replacement  
Gutter  
Rehab/Restoration ☒ Maintenance ☐ Completed ☐ Proposed ☒  
CONTRACT YEAR WORK COMPLETION:  
2020  
TOTAL COST (rounded to nearest dollar):  
\$20,000  
DESCRIPTION OF WORK:  
Replace roof & gutters

# \_\_\_\_\_ (Provide a scope number) BUILDING FEATURE:  
Rehab/Restoration ☐ Maintenance ☐ Completed ☐ Proposed ☐  
CONTRACT YEAR WORK COMPLETION:  
TOTAL COST (rounded to nearest dollar):  
DESCRIPTION OF WORK:

# \_\_\_\_\_ (Provide a scope number) BUILDING FEATURE:  
Rehab/Restoration ☐ Maintenance ☐ Completed ☐ Proposed ☐  
CONTRACT YEAR WORK COMPLETION:  
TOTAL COST (rounded to nearest dollar):  
DESCRIPTION OF WORK:

Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

# 6 (Provide a scope number)

BUILDING FEATURE: Windows

Rehab/Restoration ☐ Maintenance ☒ Completed ☐ Proposed ☒

CONTRACT YEAR WORK COMPLETION:

Every 5 years after 2016

TOTAL COST (rounded to nearest dollar):

\$5,000

DESCRIPTION OF WORK:

Window professional to inspect all windows. Check for dryrot, water damage, infiltration. Insure bottom sash of each window is operable. Replace ropes, parting bead, stops as required. All windows inspected, repaired as needed in 2016

# 7 (Provide a scope number)

BUILDING FEATURE: Roof inspection - maintenance  
Siding & paint inspection - maintenance

Rehab/Restoration ☐ Maintenance ☒ Completed ☐ Proposed ☒

CONTRACT YEAR WORK COMPLETION:

Every two years after 2016

TOTAL COST (rounded to nearest dollar):

\$2,500

DESCRIPTION OF WORK:

Check roof for leaks, cracks and damage. Repair as needed. Clean gutters and downspouts. Inspection performed in 2016. Inspect siding; paint to insure no damage or dry rot repair as needed

# \_\_\_\_\_ (Provide a scope number)

BUILDING FEATURE:

Rehab/Restoration ☐ Maintenance ☐ Completed ☐ Proposed ☐

CONTRACT YEAR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

**60-62 Carmelita – District 8**

The Rent Board shows that on 12/31/2015, an owner move-in (OMI) was filed. The *Settlement Agreement and Mutual Release* provided by the property owner states that the tenants received a settlement of \$2,850 for their cooperation and release of claims; the tenants waived and relinquished any claim that either of them was disabled or a member of any protected class of tenants; and that the agreement was executed voluntarily by Tenant and Landlord and that the agreement is not a buyout agreement.

The Historic Preservation Commission recommended the Mills Act application to the BOS on October 4, 2017. The HPC recommended revisions to the Rehabilitation and Maintenance plans, specifically: Scope #4, Installation of garage. While the garage installation was approved by the HPC through Motion No. 0298 on January 18, 2017, including this work in the Mills Act Rehabilitation plan does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building.

The HPC does not consider move-in eviction information when reviewing an application and making recommendations on a proposed application as it is beyond the scope of the Commission's purview. Its primary concern is whether or not the proposed rehabilitation and maintenance plan will ensure the future preservation of the historic building.

The approval of the Mills Act Contract is a discretionary action by the Board of Supervisors.

Regarding whether OMI information can be taken into consideration in relation to approval/disapproval of a Mills Act Contract, the City Attorney is still researching if this would be allowable.

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT ("Agreement") is made on the last date written below by and between Stephen Gary Tom and Patrick Michael Mooney, as landlords ("Landlords"), on the one hand, and Kelly Corcoran and Joe Monforton, as Tenants ("Tenants") on the other hand. Landlords and Tenants shall be referred to collectively as "parties."

### RECITALS

A. WHEREAS, Kelly Corcoran and Joe Monforton, Tenants, and no other persons, are in possession of the residential Premises located at 62 Carmelita Street, San Francisco, CA 94117 (the "Premises"); and,

B. WHEREAS, the Premises and building containing the Premises, commonly known as 60-62 Carmelita Street, San Francisco, CA 94117, including areas appurtenant thereto, including all garage, storage, yard, corridor, laundry, and other common areas (the "Building"), have been directly or indirectly undergoing or impacted by construction and improvement work from approximately September 18, 2015, to present (the "Incident"); and,

C. WHEREAS, Tenants allege the Incident has decreased their housing services, including, but not limited to, by depriving them of laundry, relocating and decreasing in quality their storage, and causing intermittent interruptions in water and utilities, and negatively impacted their use and enjoyment of the Premises, including, but not limited to, by creating noise, inconvenience, and other disruptions to their housing, and resulted in damage, loss, and/or conversion of personal property, including, but not limited to, loss of plants, planters, and other items of economical and sentimental value, and accordingly Tenants believe they have the right to pursue various claims and causes of action against Landlords before the San Francisco Residential Rent Stabilization and Arbitration Board and/or Superior Court; and,

D. WHEREAS, Landlords deny any wrongdoing, negligence, or liability, and believe they have acted legally and reasonably in accordance with all local, state, and federal laws and regulations pertaining to the Incident, and further believe they would prevail against any claims or causes of action that Tenants may pursue against them; and,

E. WHEREAS, the parties wish to settle, compromise, and resolve any and all disputes in relation to the Incident amicably and without the risks, stress, and costs of litigation, and hereby freely, voluntarily, and intelligently enter into this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by this reference as though fully set forth herein, and the Covenants and the Releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Time is of the essence of this Agreement.

FINAL Release re Construction:

Settlement Agreement & Mutual Release

KC  
Tenant Initials

JM  
Tenant Initials

SM  
Landlord Initials

1  
DR  
Landlord Initials

2. Tenants' vacating of the Premises will not be deemed complete until Tenants deliver to Landlords or Landlords' agent, all keys to the Premises, within their possession, custody, or control, and have delivered the Premises and areas of the Building used by Tenants, if any, in a "broom-clean" condition. "Broom-clean" shall be defined as follows: Free of all personal property, debris, and garbage. The Premises shall be swept with a broom. The definition of "broom-clean" shall not include the scrubbing of walls ceilings, appliances or fixtures, nor shall it include repair or maintenance of defective conditions, patching nail holes or painting.

3. Landlords agree to perform a walk-through and refund Tenants' security deposit, with interest, not later than the time the Premises are vacated by Tenants.

4. For the remainder of the tenancy, the tenancy will continue on the same terms and conditions under which Tenants currently hold possession of the Premises.

5. Conditioned upon Tenants' compliance with the terms of this Agreement, Landlords agree to pay Tenants a settlement for their cooperation and release of claims and causes of action, as follows:

- a. Upon execution of this Agreement by all parties, Landlords will pay to Tenants \$2,850.
- b. Upon Tenants' delivery of possession of the Premises from the date of execution of this Agreement until February 29, 2016, Landlords agree to reimburse Tenants the prorated value of Tenants' unused days of tenancy at the rate of \$87.22 per day, beginning the day after Tenants vacate until February 29, 2016.

6. If any of Tenants attempts to rescind or rescinds this Agreement, all Tenants shall be jointly and severally liable for the return of all monies paid to Tenants within three (3) business days, as well as for any and all damages occasioned by or arising out of said attempted rescission or rescission or the breach of this Agreement.

7. As further consideration for this Agreement, Landlords will provide Tenants a neutral reference letter stating in form or effect as follows: "Ms. Corcoran and Mr. Monforton have been tenants of 62 Carmelita Street, San Francisco, CA 94117 since April 1, 2010. We purchased the building containing their rental unit in September 2015. We are not aware of any issues or disputes between either Ms. Corcoran or Mr. Monforton and our predecessor-owner. During our short duration as their landlords, Ms. Corcoran and Mr. Monforton have been respectful and cooperative tenants. They are vacating the rental unit in order for us take possession of it and reside there as our residence. We are grateful to them that they are not fighting our desire to owner occupy their unit or otherwise interfere with our rights as property owners. We wish them the best in their new housing."

8. Tenants acknowledge and agree that any property left on the Premises or anywhere in the Building after Tenants vacate is abandoned property and worth less than \$700, and such property may be immediately disposed of by Landlords without serving Tenants with a notice of

FINAL Release re Construction:

Settlement Agreement & Mutual Release

CC

Tenant Initials

JM

Tenant Initials

MD

Landlord Initials

MD

Landlord Initials

abandonment of property under Civil Code Section 1980 et seq. This paragraph is intended solely as a waiver of Tenants' rights pursuant to Civil Code Section 1980 et seq. and shall not be construed to limit Tenants' obligations under this Agreement.

9. In consideration of this Agreement, Tenants agree to withdraw any and all pending administrative actions and not to file any future administrative actions concerning or relating to any matters resulting from the Incident which are now known to exist or which have occurred in the past, including, but not limited to, any matters filed with the San Francisco Residential Rent Stabilization and Arbitration Board, the San Francisco Department of Building Inspection, the San Francisco Department of City Planning, the San Francisco Department of Public Works, the San Francisco Board of Appeal, or the San Francisco Planning Commission.

10. With respect to this tenancy only, Tenants waive and relinquish any claim that either of them is disabled or a member of any protected class of tenants for any purpose under any federal, state, or local statute or ordinance. Tenants shall be forever estopped from alleging any such claim with respect to this tenancy.

11. Tenants acknowledge that Landlords will suffer significant financial harm if Tenants breach any of the aforesaid covenants, including, but not limited to, any of Tenants attempting to rescind or rescinding this Agreement and that Tenants will be jointly and severally liable to Landlords for all damages proximately caused by such breach.

12. Landlords acknowledge that Tenants will suffer significant financial harm if Landlords breach any of the aforesaid covenants, including, but not limited to, failing to make the agreed-upon payments, and that Landlords will be jointly and severally liable to Tenants for all damages proximately caused by such breach.

13. Subject to, and expressly contingent upon each party's performance and satisfaction of each and every one of the parties' respective obligations in this Agreement, as described above, the parties, for good consideration, receipt of which is hereby acknowledged, agree to the following:

- a. Tenants fully and finally release Landlords and will indemnify Landlords and hold Landlords free and harmless, along with all owners of the Premises, past and present, as well as trustees, successor trustees, attorneys, employees, agents, including, but not limited to David Clarke, relations, assignees, beneficiaries, heirs, and predecessors- and successors-in-interest, from all damages, rights, claims and causes of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims resulting from Tenants' tenancy or occupancy of said Premises and the Incident.
- b. Landlords fully and finally release Tenants from all damages, rights, claims and causes of action of any kind or character, arising out of or in any way connected with or resulting from Tenants' tenancy or occupancy of the Premises and the Incident.

FINAL Release re Construction:

Settlement Agreement & Mutual Release

PC  
Tenant Initials

JM  
Tenant Initials

SM  
Landlord Initials

3  
Landlord Initials

14. With respect to the above-described releases, Landlords and Tenants each waive all of their respective rights or benefits which they now have or in the future may have under the terms of State of California Civil Code Section 1542. Incorporated within this Release is consideration for release of any rights which may inure to Tenants pursuant to that section, which states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

15. In the event that litigation is commenced to interpret or enforce this Agreement, the prevailing party shall recover from the other party reasonable attorney fees and costs of litigation.

16. The covenants, conditions, obligations, and rights contained in this Agreement apply to, bind, and inure to the benefit of, the respective heirs, successors, executors, administrators and assigns of all of the parties hereto.

17. Landlords and Tenants agree that the terms "Landlords," and "Tenants," whether used or intended in the singular or plural, and whether capitalized or lower case, are used for convenience only and are not construed to create a landlord/tenant relationship where none exists. The parties further agree that this Agreement shall not cause an unauthorized subtenant to become authorized, or for a subsequent occupant who is not an original occupant to become a co-occupant as those terms are defined in San Francisco Residential Rent Stabilization and Arbitration Board Rules and Regulations, Section 6.14(a).

18. This Agreement is being entered into voluntarily by Landlords and Tenants, and each party acknowledges that said party is not being coerced, pressured, or unduly influenced by the other party, or the other party's agents to sign this Agreement. Rather, the determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by, and participation of, all of the parties hereto and their respective counsel, if any. Thus, the presumption found in Civil Code Section 1654, that uncertainties in a contract are interpreted against the party causing the uncertainty to exist, is hereby waived by all parties.

19. In the event any portion of this Agreement is found void or voidable by a court or arbitrator, such portion will be stricken, and the Agreement reformed to as closely approximate, as the law permits, the intent of the stricken portion or portions. The remainder of said stricken provisions and of the entire Agreement will remain in effect.

20. This Agreement may be executed in counterpart and faxed or e-mailed signatures may be deemed originals.

FINAL Release re Construction:

Settlement Agreement & Mutual Release

EC  
Tenant Initials

JM  
Tenant Initials

MM  
Landlord Initials

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Landlord Initials

21. The parties acknowledge and agree that this is not a "buyout agreement" or the result of "buyout negotiations" as those terms are defined in Section 37.9E of the Rent Ordinance. This Agreement is intended solely to settle Tenants' alleged claims and causes of action against Landlords resulting from the Incident. Accordingly, this Agreement is not subject to any of the disclosure, filing, or record keeping provisions of Section 37.9E of the Rent Ordinance.

22. This Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual and not a mere recital. By executing this Agreement, each party has either executed with advice of independent counsel, or has been provided an opportunity to obtain such counsel and has voluntarily waived such opportunity.

23. This Agreement is executed without reliance upon any representation by any releasee or any representative of same, and the undersigned has carefully read and understands the contents of this Agreement and signs the same as the undersigned's own free act.

24. Each person executing this Agreement on behalf of the respective parties warrants he or she is the person lawfully empowered to execute this Agreement so as to perform the functions or obligations described in the Agreement, effectuate its purposes, and that the execution of this Agreement is a lawful act of each of the respective parties and thereby is binding on them.

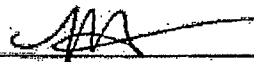
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SIGNATURES TO FOLLOW

Executed at San Francisco, California.

  
\_\_\_\_\_  
Kelly Corcoran, Tenant

Dated: 2/2/16

  
\_\_\_\_\_  
Joe Monforton, Subtenant

Dated: 2/2/16

  
\_\_\_\_\_  
Stephen Gary Tom, Landlord

Dated: 2/4/16

  
\_\_\_\_\_  
Patrick Michael Mooney, Landlord

Dated:

FINAL Release re Construction:

Settlement Agreement & Mutual Release

  
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\_\_\_\_\_  
Landlord Initials





## SAN FRANCISCO PLANNING DEPARTMENT

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**DATE:** November 8, 2017

**TO:** Chair Kim and Members of the Government Audit and Oversight Committee

**FROM:** Tim Frye, Historic Preservation Officer, (415) 575-6822

**RE:** Follow-up regarding pending Mills Act Contract applications and Government Audit and Oversight Committee comments and questions.

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

The Planning Department is providing the following information at the request of the Government Audit and Oversight Committee of the Board of Supervisors. The request was made at its November 1, 2017 committee hearing regarding pending Mills Act Contract applications currently under review by the City and County of San Francisco.

Planning  
Information:  
**415.558.6377**

Planning staff also provided the HPC with an overview of the comments and concerns raised by the GAO Committee at its November 1, 2017 HPC hearing. In response, President Andrew Wolfram directed Planning Staff to schedule a hearing to discuss how the program can better align with the Committee's intent for the program. We will notify the Committee when the hearing is scheduled. It's anticipated it will be scheduled in early 2018 to allow for improvements to the program to be incorporated into the 2018 application cycle.

To prevent a reoccurrence of the quality of the Committee's 2017 information packet and to maintain an ongoing line of communication with the Board of Supervisors, the Department has revised its application procedures to include the following:

First Business Day in May – Applications Submitted to Planning Department

Within 15 days of Application Receipt – District Supervisors will be notified of applications received in their respective districts

Last Business Day in May - All enforcement, complaints and Ellis Act cases will be noted. (This milestone may be revised pending HPC and Board action regarding Mills Act qualifications for 2018)

First Business Day in June - District Supervisors will be notified of applications that are forwarded to the Assessor-Recorder as well as any application not transmitted due to enforcement issues, incomplete information, etc.

Mid-September - District Supervisors and Government Audit and Oversight Committee Chair will be notified of valuation and the advance HPC hearing date

First Wednesday in October – HPC Hearing on pending Mills Act Applications

First Friday in October - District Supervisors and Government Audit and Oversight Committee Chair will be notified of HPC hearing results and date of transmittal of Mills Act application to the Clerk of the Board of Supervisors.

Two Weeks Prior to Government Audit and Oversight Committee Hearing – Department will schedule any Supervisor briefings, if requested

**Pending Mills Act Contracts:**

**215 and 219 Haight Street:** The pending Mills Act application for Woods Hall and Woods Hall Annex are under the same ownership as the remainder of the San Francisco Teacher's College site. There is an

[www.sfplanning.org](http://www.sfplanning.org)

**Memo to Government Audit and Oversight Committee – Pending Mills Act Contracts**  
**November 8, 2017**

outstanding enforcement, Case No. 2017-008046ENF, opened on June 27, 2017 for 155 Laguna St, Unit 59 for illegal office use and is under review. The building at 155 Laguna is a contemporary building located on the site. It appears, however, another recent enforcement case was opened on October 23, 2017 regarding a 4x4 piece of wood bolted to the northeast corner of Richardson Hall. The Department is also investigating this current complaint.

**56 Potomac Street:** The subject property currently has a Mills Act Contract granted by the Board of Supervisors in 2013, File No. 13159. The applicant proposes to amend the 2013 Mills Act Contract to complete a remodel of the interior and construct additions. As part of the new contract the property owner proposes to restore the front façade. At the November 1, 2017 hearing Supervisor Peskin suggested the pending Certificate of Appropriateness be resolved before considering the new contract. Based on the proposed scope of work, the pending Certificate of Appropriateness cannot be approved by the Historic Preservation Commission as the work to the rear façade is in conflict with the rehabilitation outlined in the current contract.

**60-62 Carmelita Street:** According to Rent Board documentation, the tenants in 60 Carmelita and 62 Carmelita applied for protected status on August 7, 2015. Documentation shows a declaration of landlord buyout on November 24, 2015 for 62 Carmelita Street; however, the Rent Board does not have the paperwork on file. An owner move-in was filed on December 31, 2015. The Department has made another request to the Rent Board for more information. We will forward the information once received.

**973 Market Street:** While the proposed application was not before the committee, Planning staff stated that the open enforcement action on the property was to be closed by November 3, 2017. Based on updated information from the City Attorney's Office, the property owners' attorney has expressed strong interest in resolving the violation by paying the full penalty amount including accrued any interest. The City Attorney's Office is in negotiations with the property owners' attorney, and if successful, believes the enforcement action and the pending actions against the City challenging the penalty can be resolved by the end of November.

**All Pending Mill Act Contract Applications:** Should the Chair decide to hear any of the pending items at its last Committee hearing in December, the Department will work with the Clerk and all parties to schedule accordingly.

Mills Act Contracts are accepted by the Department on the first business day in May each year and complete applications are forwarded to the Office of the Assessor-Recorder the first business day of June each year. This provides the Assessor-Recorder's Office, the Planning Department, and the public with a predictable schedule for ensuring all decision-making bodies have time to review the pending applications within the calendar year. If the pending applications are not heard before the end of the calendar year, they may be reconsidered by the Board of Supervisors at a future hearing, outside of the standard May – June application cycle, provided the Assessor-Recorder has had an opportunity to revise its analysis.

**Table of all current Mills Act Contracts to date:** Please see attached table prepared by the Planning Department and the Assessor-Recorder's Office

Contract #	Address	Property Owner	Historic Name	Block/Lot	Status	Type of Landmark	Date Filed at Dept.	Planning Case No.	Sent to ARO	Valuation Rec'd from ARO	Rehab/ Maintenance Plans Approved by HPC	HPC Resolution No.	Contract Approved by BOS	BOS File No.	Contract Recorded with ARO	2017-2018 Base Value	2017-2018 Mills Act Valuable Value	% Reduction in Assessed Value	% Reduction in Assessed Value	Property Tax Savings (11/1/2017)	Supervisor District
1	460 Bush St.	Alice Carey	Fire Station #2	0270/041	Approved	Article 10 (#143) Article 11 (KMMSCat 1)	01/05/02	2002.0092U			3/20/2002	556	5/19/2002	02-0540		\$ 2,431,442	\$ 2,431,442	\$ -	0.00%	\$0	4
2	1080 Haight St.	Fellmore Management, LLC	John C. Spencer House	1236/018	Approved	National Register	08/17/05	2005.0690U				603	5/15/2007	07-0385	12/13/2007	\$ 4,635,120	\$ 3,950,000	\$ (1,085,120)	-23.41%	-\$12,721	5
3	1735 Franklin St.	Tad & Masumi Orife	Brandenstein House	0641/002	Approved	Article 10 (#126)	03/28/05	2005.0302U				612	8/7/2007	07-0701	11/27/2007	\$ 3,003,117	\$ 2,827,467	\$ (175,650)	-5.85%	-\$2,059	2
4	690 Market St.	RC Chronicle Bldg. LP	Chronicle Bldg.	0311/016	Approved	Article 11 Cat. II	01/03/08	2008.0014U				620	11/4/2008	08-1410		\$ 107,993,060	\$ 63,471,317	\$ (44,521,743)	-41.23%	-\$521,928	3
5	1818 California St.	Nakamura FLP	Ullenthal-Orville Pratt House	0641/004	Approved	Article 10 (#55)	12/01/08	2008.1327U				636	12/3/2010	09-1106	12/23/2010	\$ 4,042,716	\$ 2,322,562	\$ (1,720,154)	-42.55%	-\$20,165	2
6	201 Buchanan	Howard Stien and Jason Stien	Nightengale House	0858/002	Approved	Article 10 (#47)	7/8/2011	2011.0310U	6/1/2013	9/5/2013	10/16/2013	701	7/30/2013	13-0623	12/23/2013	\$ 1,738,460	\$ 1,670,000	\$ (68,460)	-3.94%	-\$803	5
7	2550 Webster St.	Gregory & Gloria McCandless	Bourn Mansion	0580/013	Approved	Article 10 (#38)	5/1/2013	2013.0679U	6/1/2013	12/3/2013	10/16/2013	715	12/16/2013	13-0479	12/26/2013	\$ 3,103,037	\$ 3,029,429	\$ (73,608)	-5.42%	-\$2,035	2
8	3769 20th St.	Thomas Ranese & Brian Jackson	N/A	3607/062	Approved	Article 10 (Liberty Hill)	5/1/2013	2013.0582U	6/1/2013	12/3/2013	10/16/2013	716	12/16/2013	13-0521	12/30/2013	\$ 2,052,382	\$ 1,190,000	\$ (862,382)	-42.02%	-\$10,110	8
9	1019 Market St.	Coby Durnin (Sentinel Development)	Carpets & Furniture Bldg.	3703/076	Approved	National Register (Market Street Theater & Loft District)	5/1/2013	2013.0576U	6/1/2013	12/3/2013	10/16/2013	714	12/16/2013	13-0506	12/30/2013	\$ 49,965,526	\$ 42,320,000	\$ (7,645,526)	-15.30%	-\$89,629	6
10	1772 Vallejo St.	John Moran	Burr Mansion	0532/029	Approved	Article 10 (# 31)	5/1/2013	2013.0575U	10/1/2013	12/3/2013	12/4/2013	717	12/16/2013	13-0463	12/27/2013	\$ 6,631,500	\$ 2,147,000	\$ (4,484,500)	-67.62%	-\$52,572	2
11	50 Carmelita St.	Adam Spiegel	N/A	0864/011	Approved	Article 10 (Duboce Park)	9/3/2013	2013.1261U	10/1/2013	12/3/2013	12/4/2013	720	12/16/2013	13-0522	12/30/2013	\$ 2,780,542	\$ 1,160,000	\$ (1,620,542)	-58.28%	-\$18,998	8
12	65 Carmelita St.	Bone Family Trust	N/A	0864/015	Approved	Article 10 (Duboce Park)	9/3/2013	2013.1230U	10/1/2013	12/3/2013	12/4/2013	721	12/16/2013	13-0577	12/30/2013	\$ 2,194,449	\$ 1,052,380	\$ (1,142,069)	-52.04%	-\$13,388	8
13	56 Pierce St.	Adam Wilson	N/A	0865/013	Approved	Article 10 (Duboce Park)	9/3/2013	2013.1258U	10/1/2013	12/3/2013	12/4/2013	723	12/16/2013	13-1157	12/30/2013	\$ 1,629,295	\$ 1,240,000	\$ (389,295)	-23.89%	-\$4,564	8
14	64 Pierce St.	Jean Paul Balajadia	N/A	0865/015	Approved	Article 10 (Duboce Park)	9/3/2013	2013.1254U	10/1/2013	12/3/2013	12/4/2013	724	12/16/2013	13-1158	12/30/2013	\$ 2,745,311	\$ 1,160,000	\$ (1,585,311)	-57.75%	-\$18,585	8
15	56 Potomac St.	Karl Sager	N/A	0866/012	Approved	Article 10 (Duboce Park)	9/3/2013	2013.1259U	10/1/2013	12/3/2013	12/4/2013	725	12/16/2013	13-1159	12/30/2013	\$ 1,129,369	\$ 750,000	\$ (379,369)	-33.59%	-\$4,447	8
16	66 Potomac St.	Adam Wilson	N/A	0866/015	Approved	Article 10 (Duboce Park)	9/3/2013	2013.1257U	10/1/2013	12/3/2013	12/4/2013	726	12/16/2013	13-1160	12/30/2013	\$ 1,743,056	\$ 1,080,000	\$ (663,056)	-38.04%	-\$7,773	8
17	68 Pierce St.	Diarmuid Russel & Heather Podruchny	N/A	0865/016	Approved	Article 10 (Duboce Park)	5/1/2014	2014.0719U	6/1/2014	9/1/2014	10/1/2014	737	11/25/2014	14-1102	12/29/2014	\$ 1,649,908	\$ 980,000	\$ (669,908)	-40.60%	-\$7,853	8
18	563-567 Waller St.	Bradison Miller & Jay Zaleski	N/A	0865/025	Approved	Article 10 (Duboce Park)	5/1/2014	2014.0720U	6/1/2014	9/1/2014	10/1/2014	738	11/25/2014	14-1103	12/19/2014	\$ 2,406,146	\$ 1,890,000	\$ (516,146)	-21.45%	-\$6,051	8
19	621 Waller St.	Claude & Renée Zellweger	N/A	0864/023	Approved	Article 10 (Duboce Park)	5/1/2014	2014.0746U	6/1/2014	9/1/2014	10/1/2014	739	11/25/2014	14-1104	12/19/2014	\$ 2,196,627	\$ 980,000	\$ (1,216,627)	-55.39%	-\$14,263	8
20	722 Steiner St.	Come Lague	Postcard Row/Painted Ladies	0803/023	Approved	Article 10 (Alamo Square)	5/1/2015	2015-006442MLS	6/1/2015	9/1/2015	10/7/2015	753	12/8/2015	15-1065	12/18/2015	\$ 3,390,700	\$ 1,800,000	\$ (1,590,700)	-46.91%	-\$18,648	5
21	807 Montgomery	807 Montgomery LLC	N/A	0176/006	Approved	Article 10 (Jackson Square)	5/1/2015	2015-006450MLS	6/1/2015	9/1/2015	10/7/2015	755	12/15/2015	15-1066	12/22/2015	\$ 5,416,987	\$ 5,416,987	\$ -	0.00%	\$0	3
22	761 Post St.	RL C San Francisco LP	Maurice Hotel	0304/015	Approved	National Register (Lower Nob Hill Apartment Hotel District)	5/1/2015	2015-006448MLS	6/1/2015	9/1/2015	10/7/2015	754	12/8/2015	15-1067	12/24/2015	\$ 34,487,172	\$ 34,487,172	\$ -	0.00%	\$0	3

San Francisco Mills Act Contracts

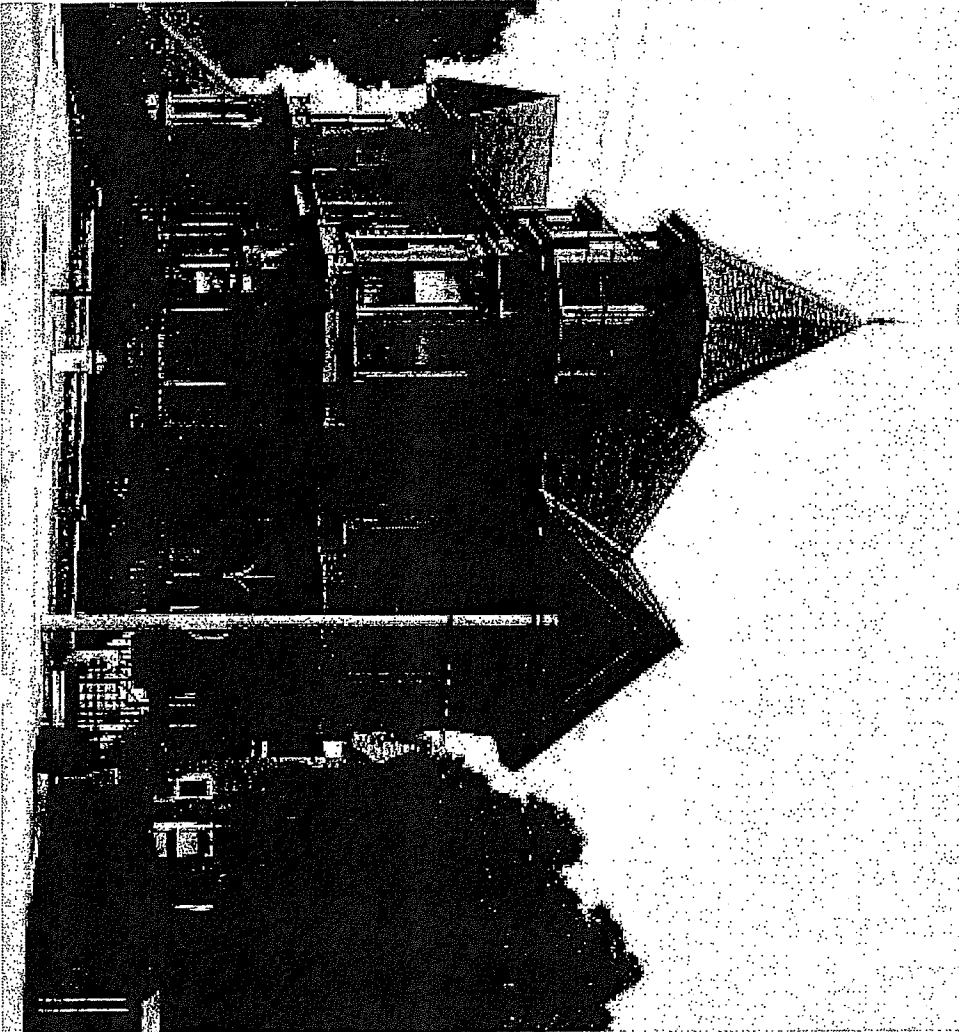
Contract #	Address	Property Owner	Historic Name	Block/Lot	Status	Type of Landmark	Date Filed at Dept.	Planning Case No.	Sent to ARO	Valuation Rec'd from ARO	Rehab/ Maintenance Plans Approved by HPC	HPC Resolution No.	Contract Approved by BOS	BOS File No.	Contract Recorded with ARO	2017-2018 Base Value	2017-2018 Mills Act Taxable Value	Reduction in Assessed Value	Reduction in Assessed Value	Property Tax Savings (\$/723%)	Supervisor District
23	1026 Vallejo St.	Khandokht Beyzavi & Hamid Amiri	N/A	0127/007	Approved	National Register (Russian Hill-Vallejo Crest District)	5/1/2016	2016-006181MLS	6/1/2016	9/1/2016	10/5/2016	792	11/29/2016	16-1098	12/16/2016	\$ 2,040,000	\$ 1,490,000	\$ (550,000)	-26.96%	-\$6,448	3
24	101-105 Steiner St.	Jason Monberg & Karli Sager	N/A	0666/009	Approved	Article 10 (Duboce Park)	5/1/2016	2016-006192MLS	6/1/2016	9/1/2016	10/5/2016	790	11/29/2016	16-1100	12/20/2016	\$ 2,809,700	\$ 1,620,000	\$ (1,189,700)	-42.34%	-\$13,947	8
25	561 Oak St.	Christopher L. Ludwig & Liesl Ludwig	Fassett-Reis-Meagher House	0839/023	Approved	California Register (Hayes Valley)	5/1/2016	2016-006185MLS	6/1/2016	9/1/2016	10/5/2016	791	11/29/2016	16-1099	12/15/2016	\$ 2,852,599	\$ 1,230,000	\$ (1,421,599)	-53.63%	-\$16,577	5
																TOTAL LOSS IN PROPERTY TAX REVENUE		-\$35,992			

This color indicates work completed by the Office of the Assessor-Recorder

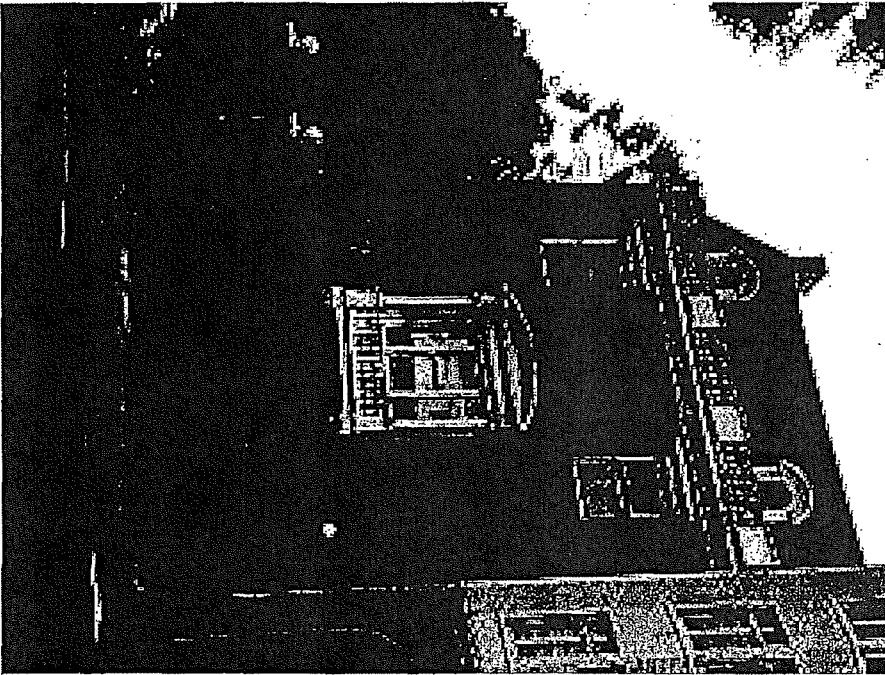
1. 460 Bush Street



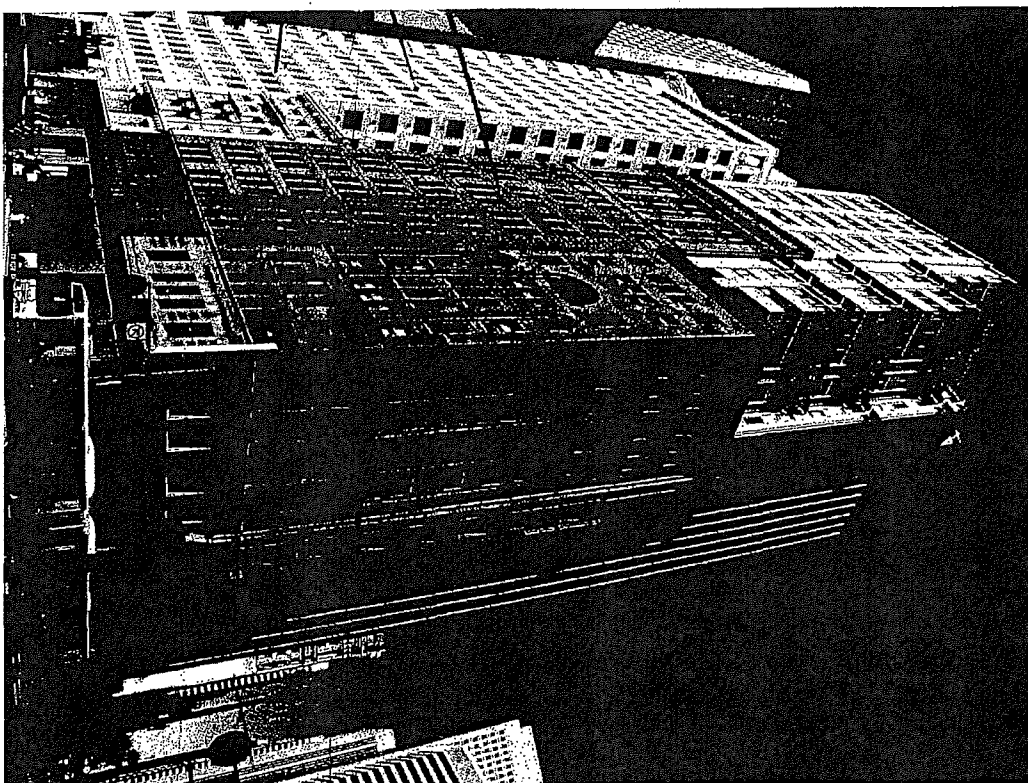
2. 1080 Haight Street



3. 1735 Franklin Street

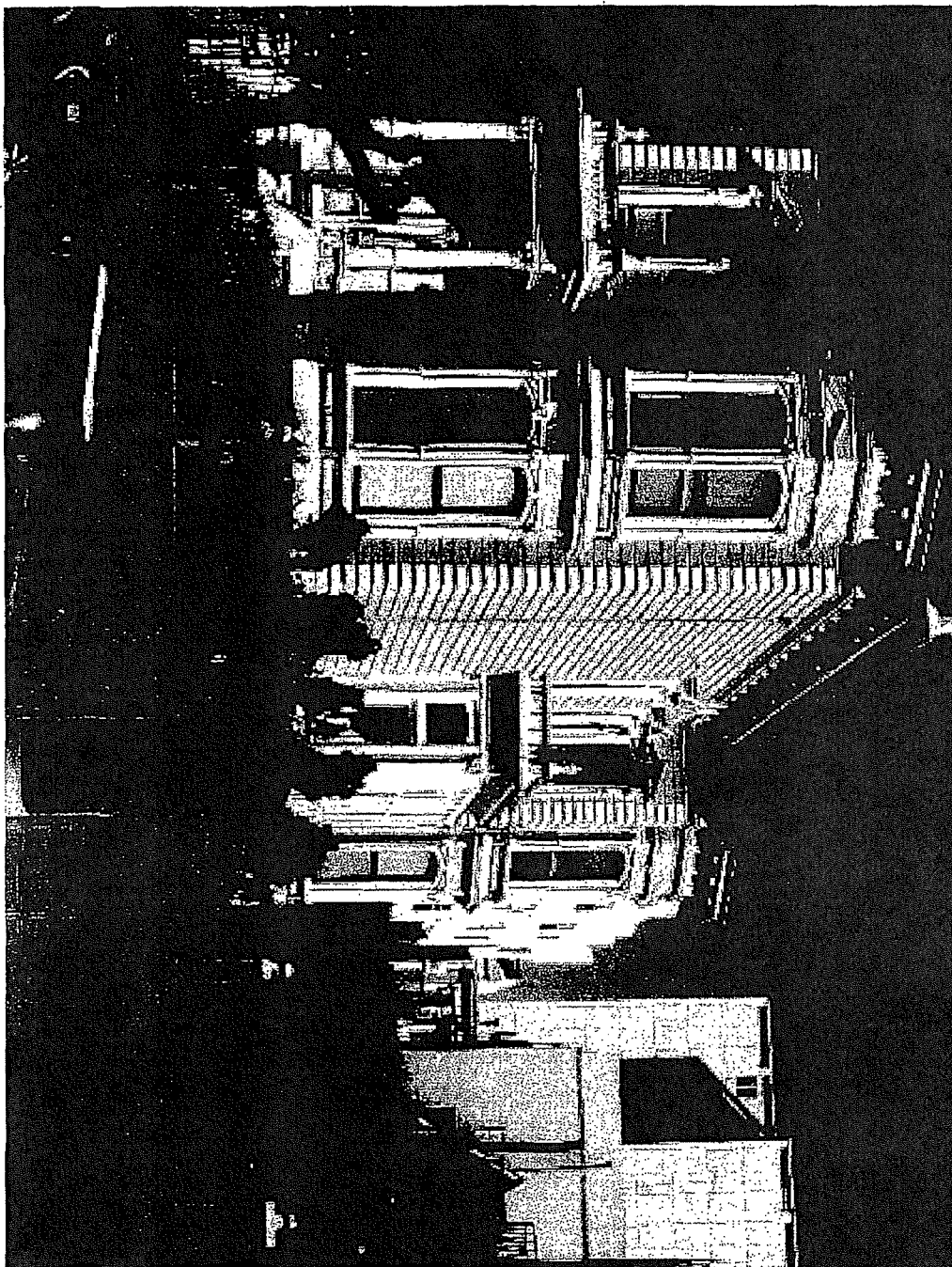


4. 690 Market Street

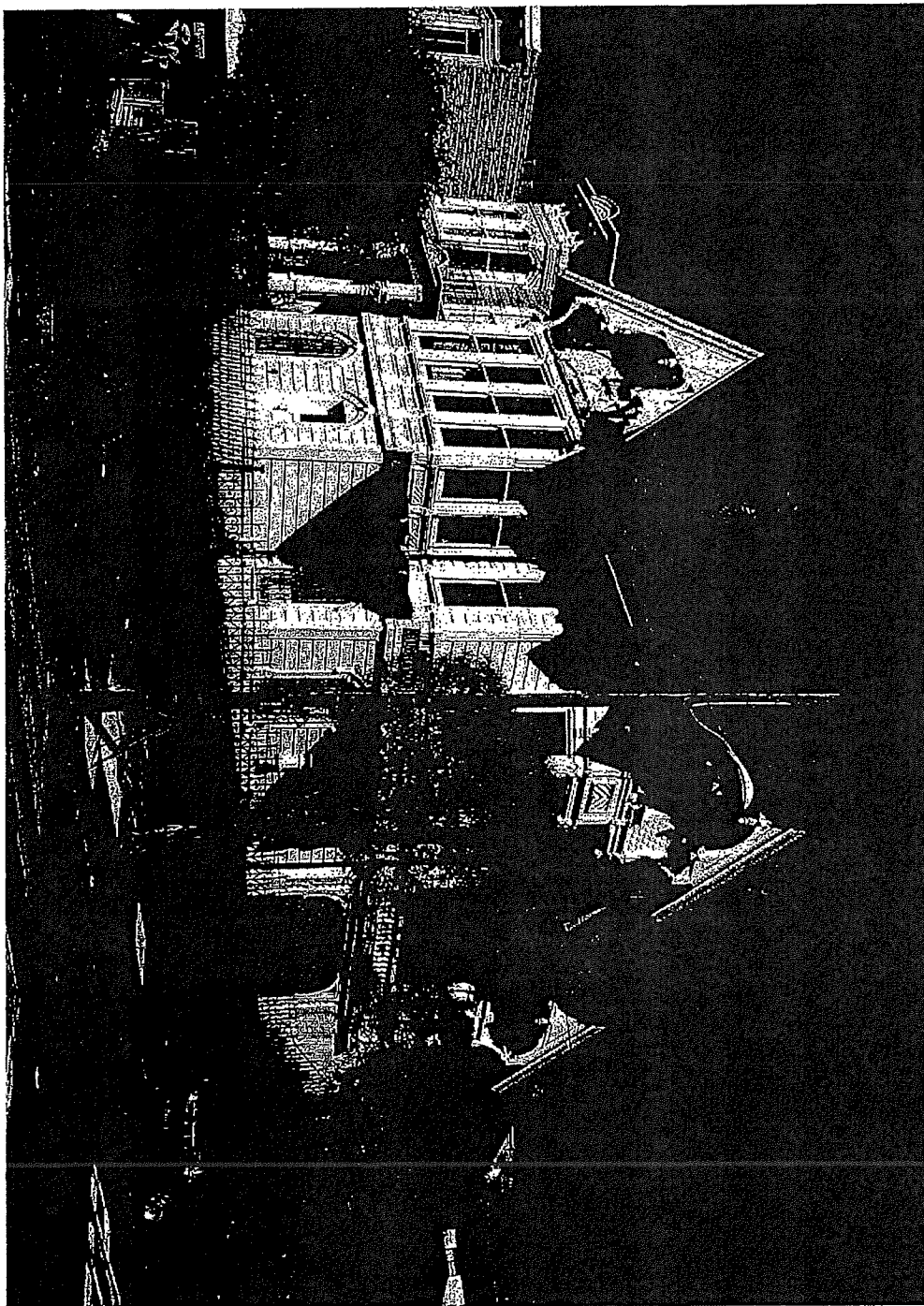




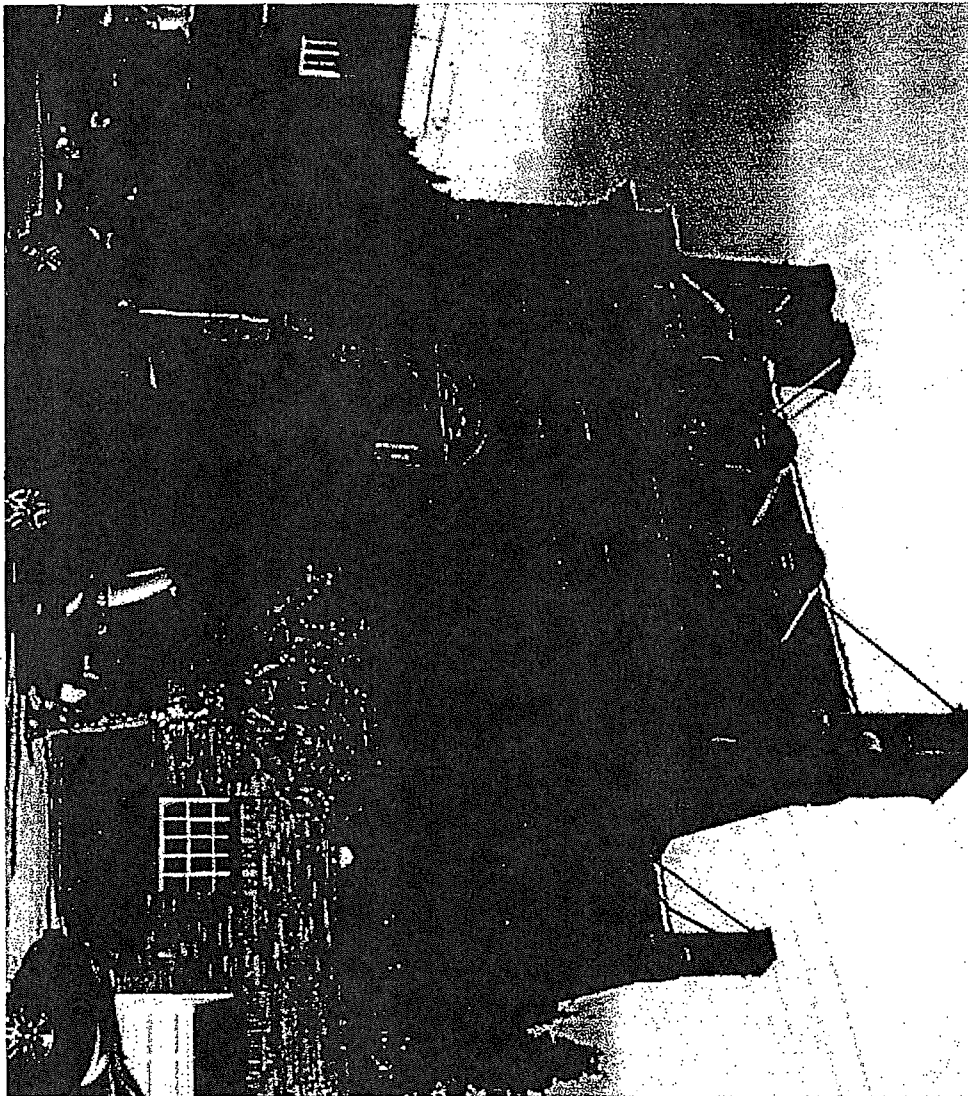
5. 1818 California Street



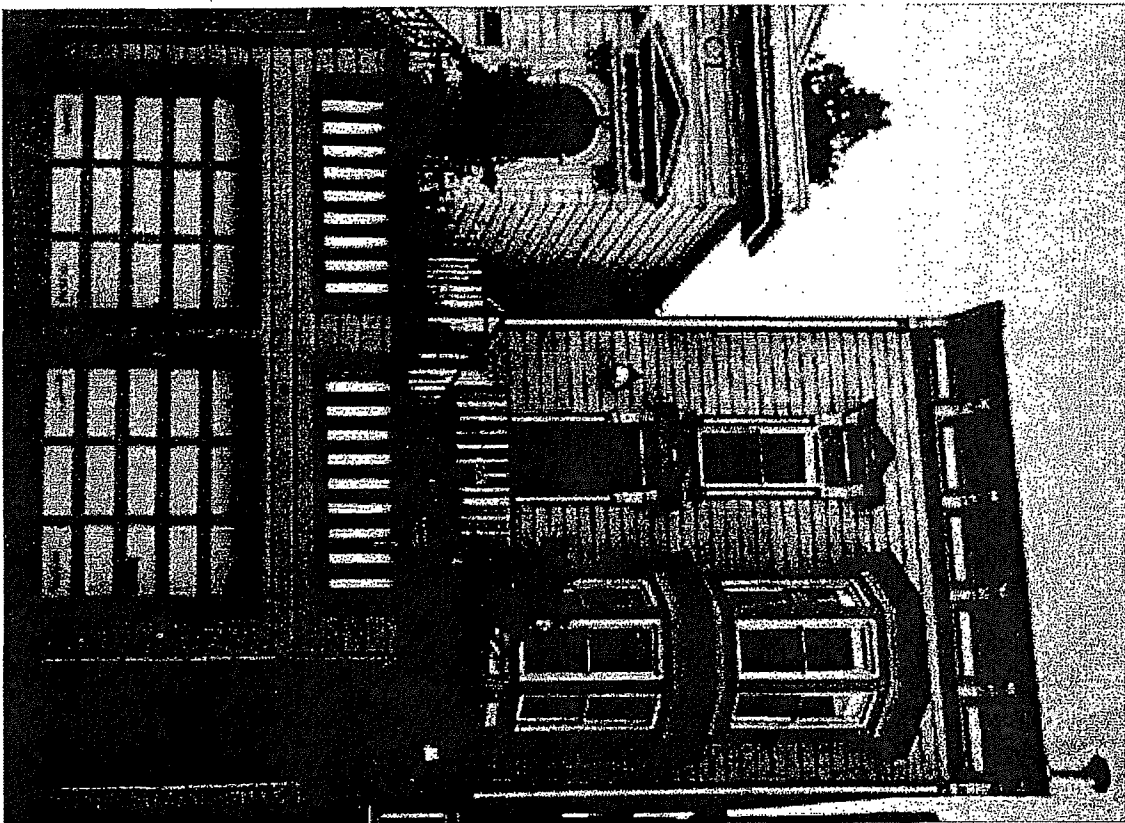
6. 201 Buchanan Street



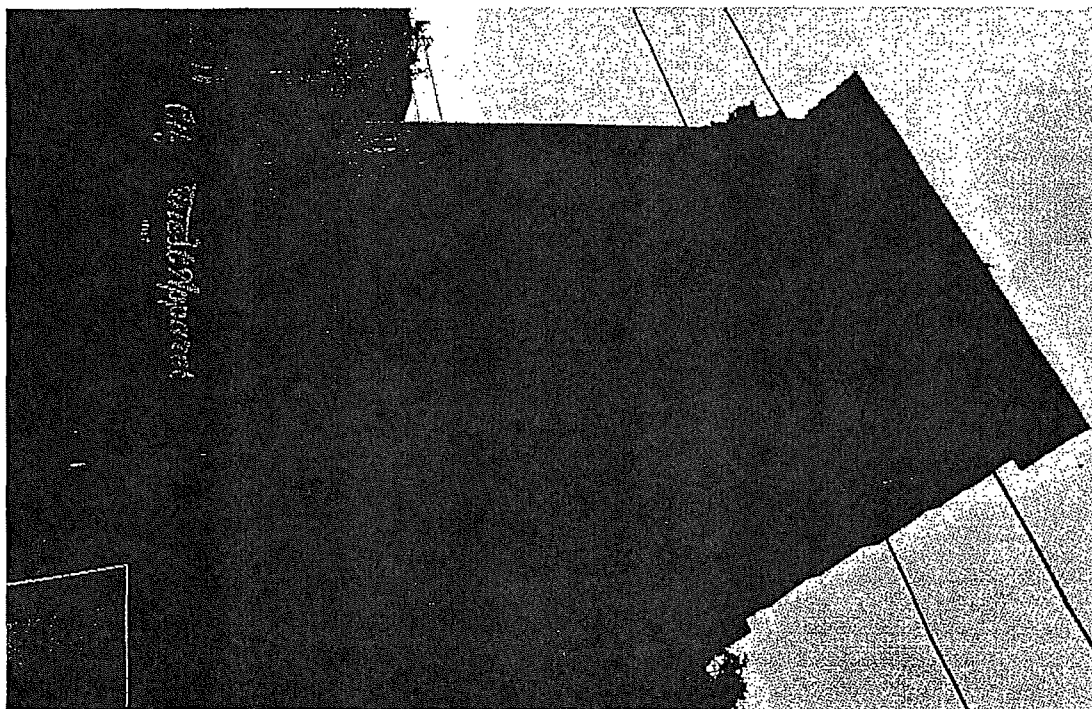
7. 2550 Webster Street



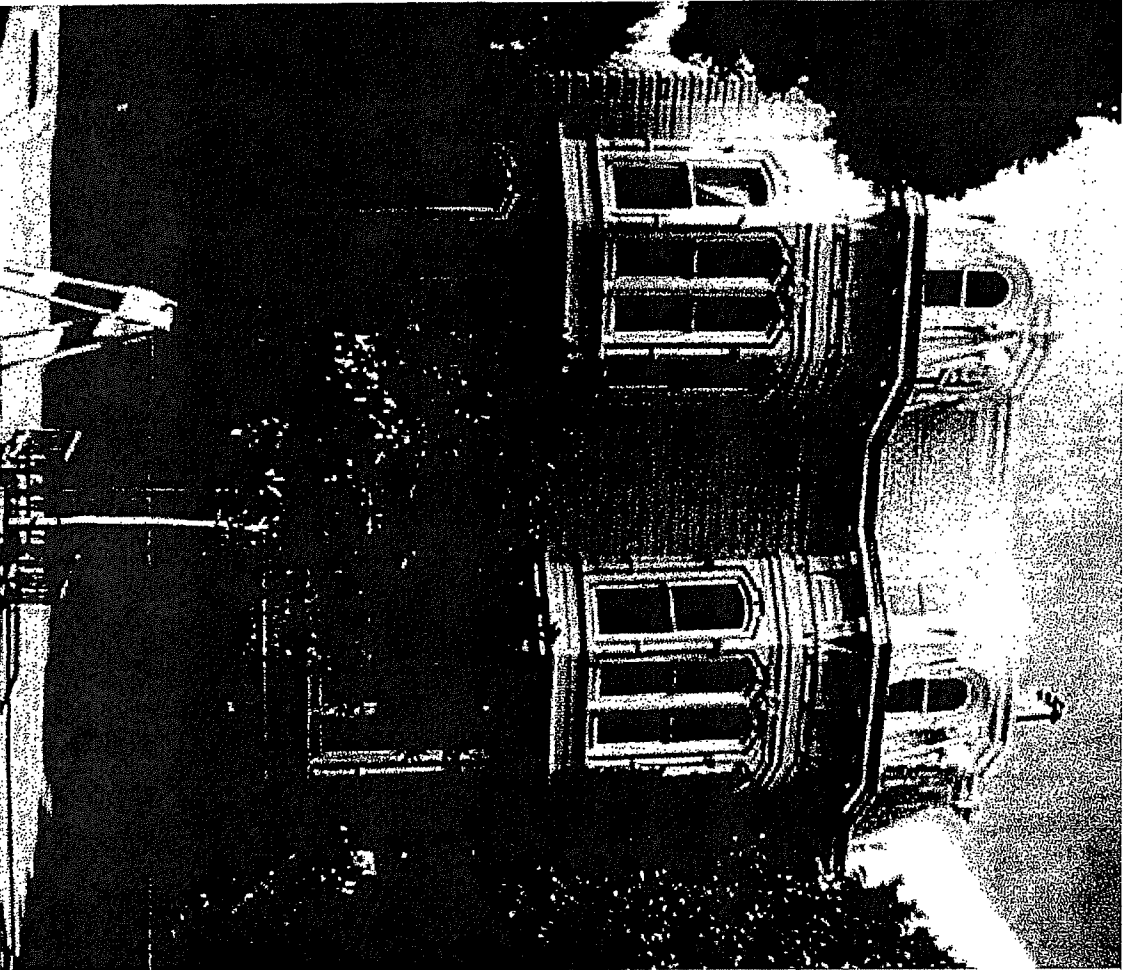
8. 3769 20<sup>th</sup> Street



9. 1019 Market Street

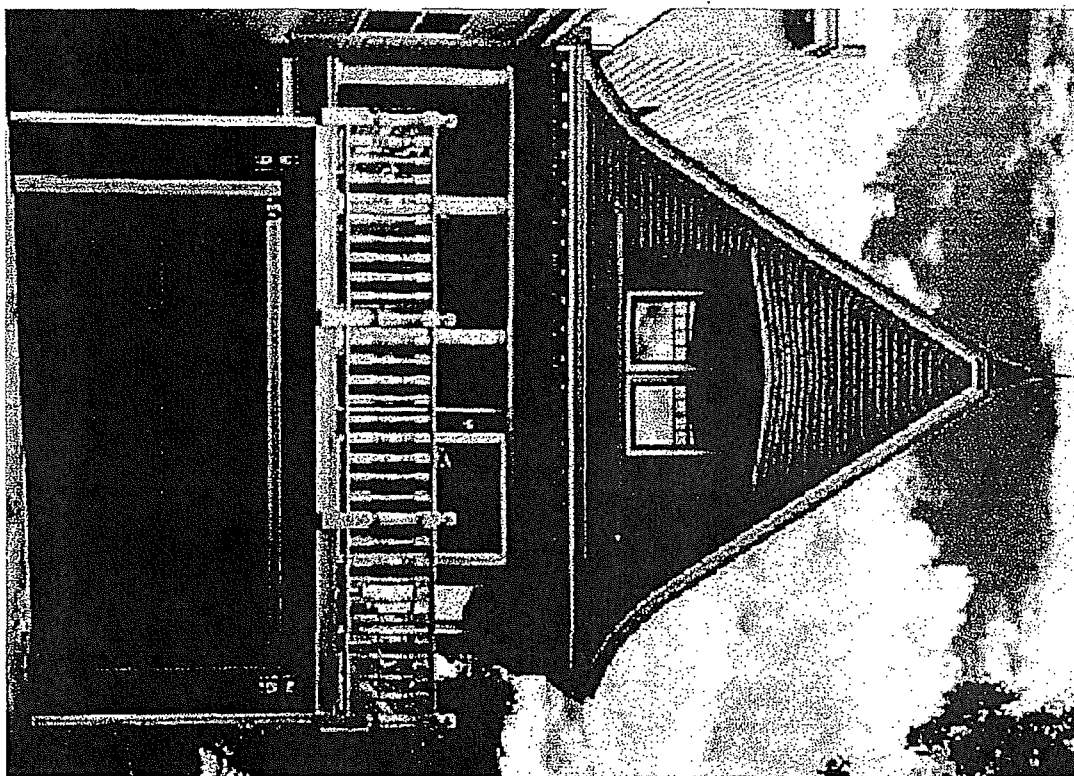


10. 1772 Vallejo Street

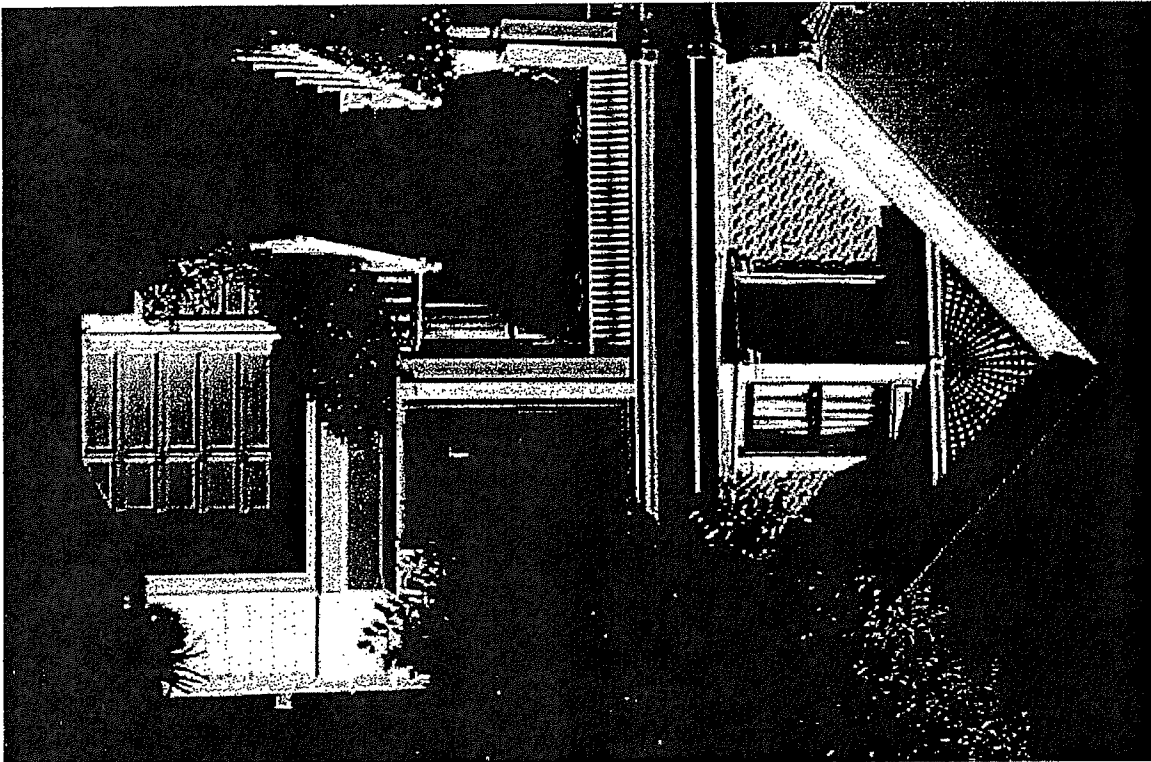




11. 50 Carmelita Street

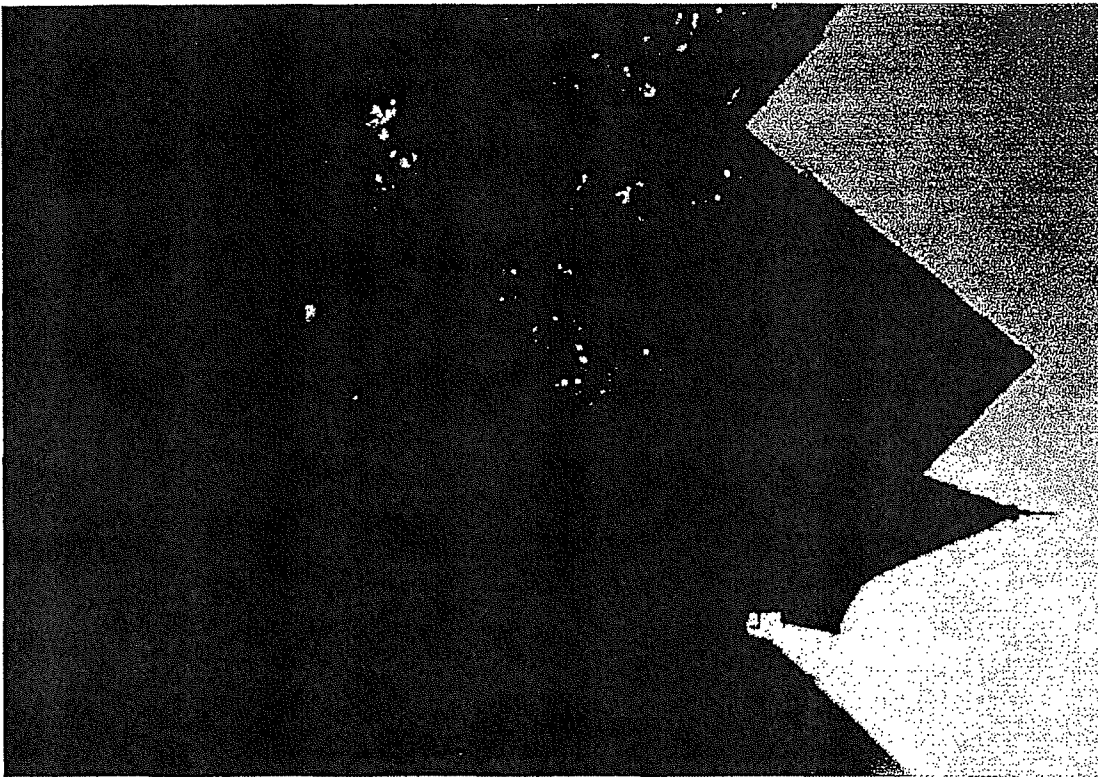


12. 66 Carmelita Street

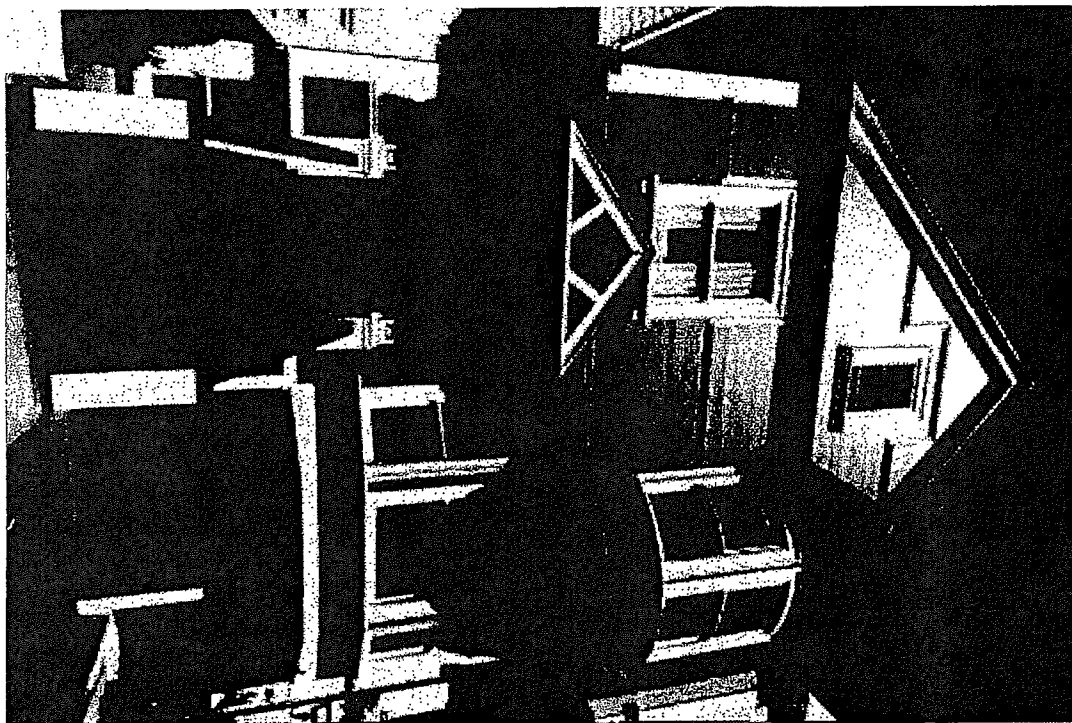




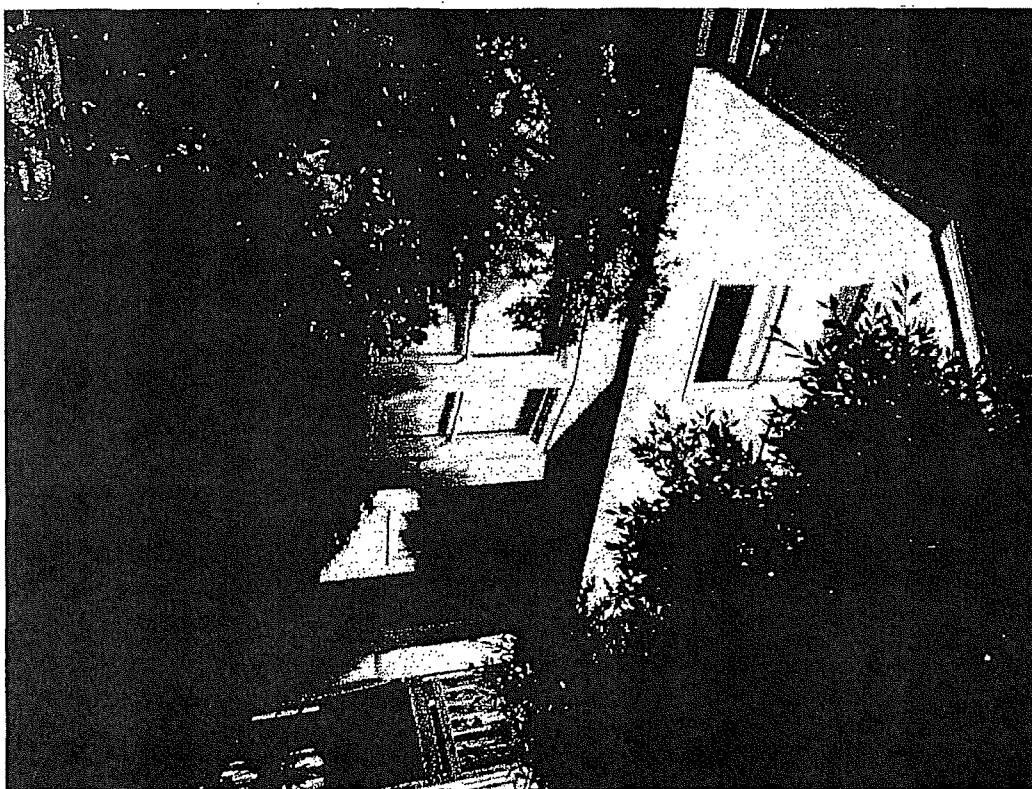
13. 56 Pierce Street



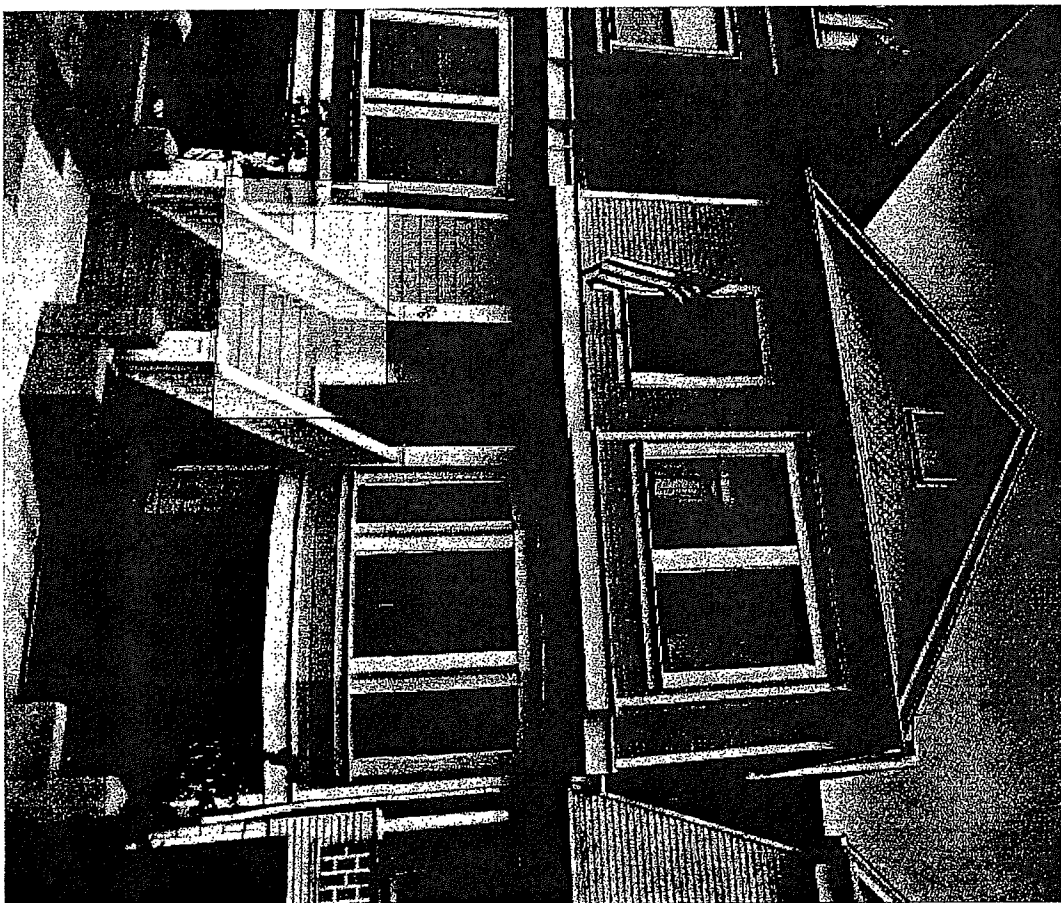
14. 64 Pierce Street



15. 56 Potomac Street



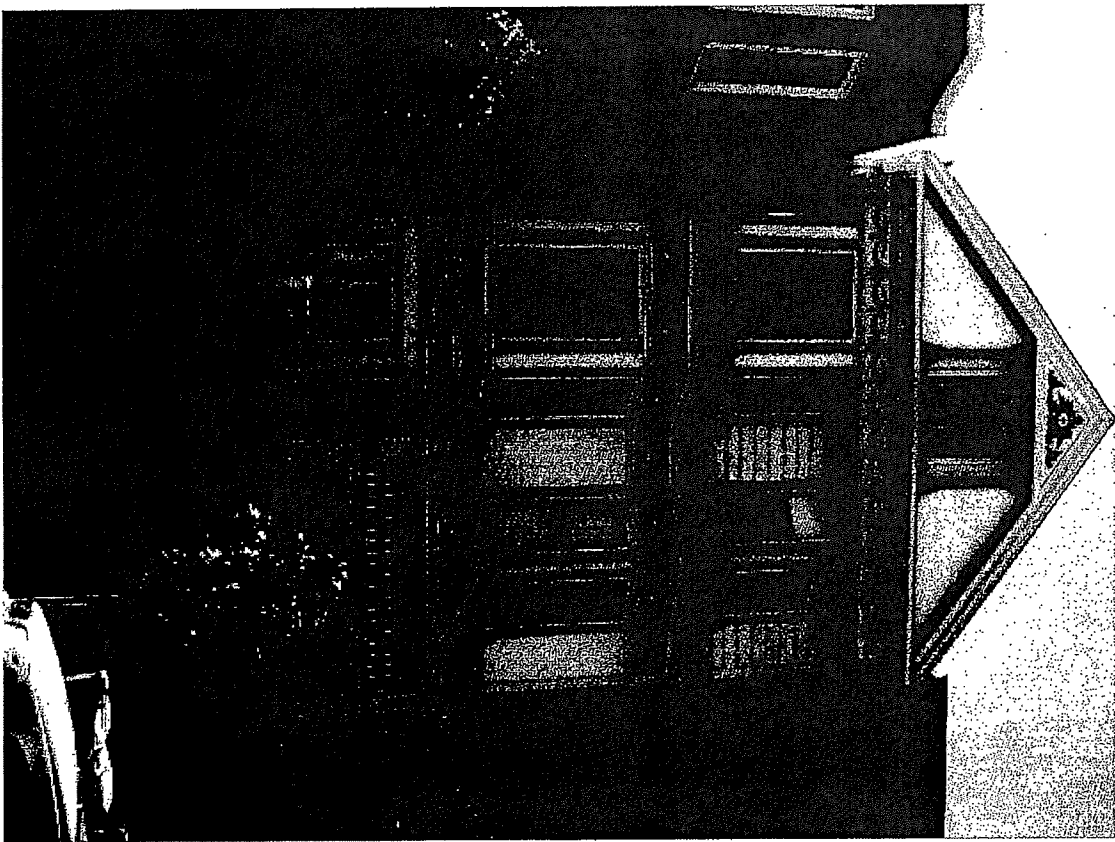
16. 66 Potomac Street



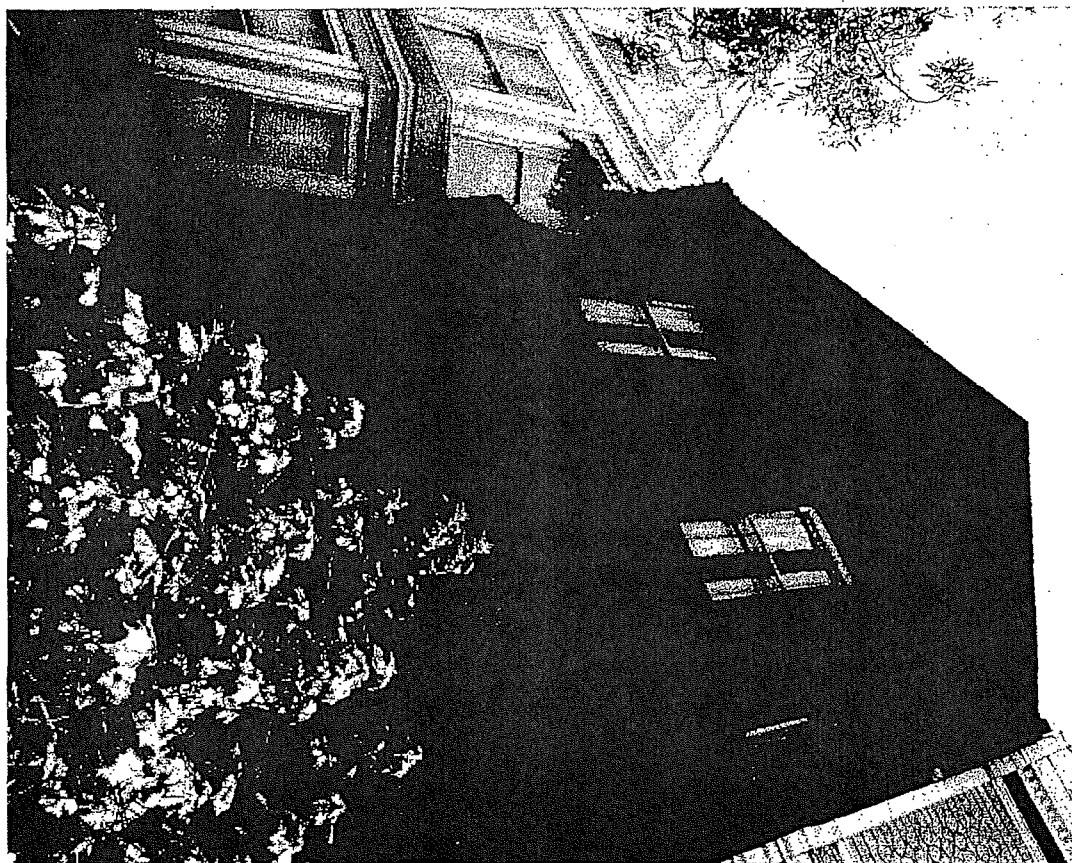
17. 68 Pierce Street



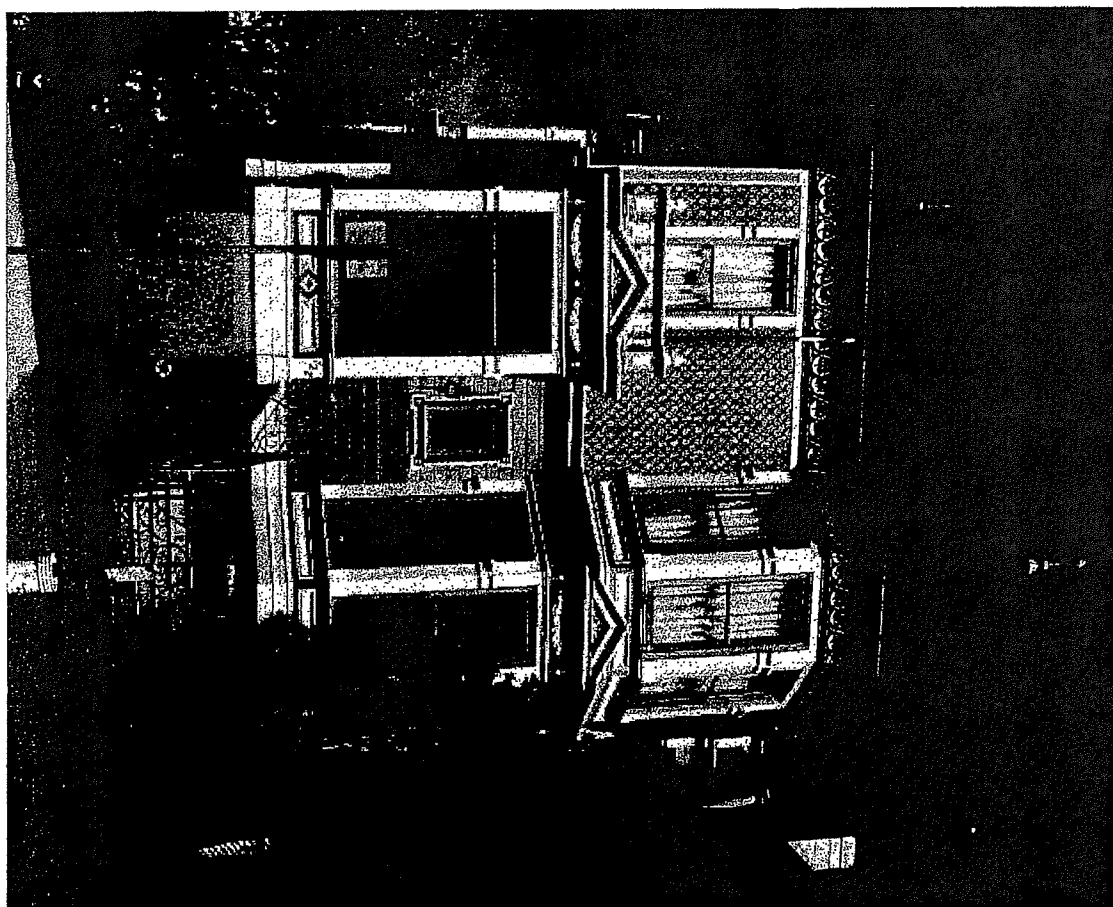
18. 563-567 Waller Street



19. 621 Waller Street

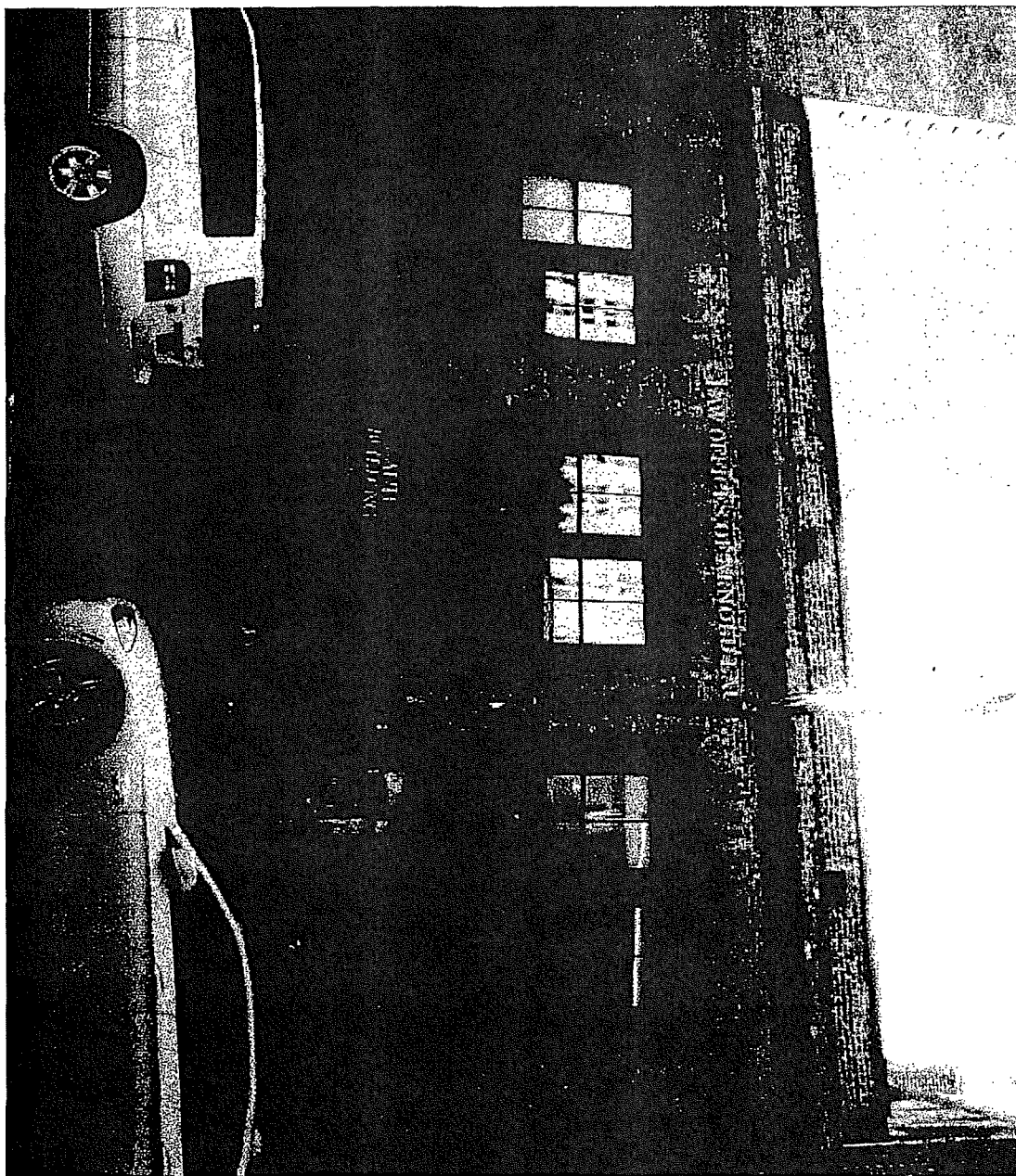


20. 722 Steiner Street

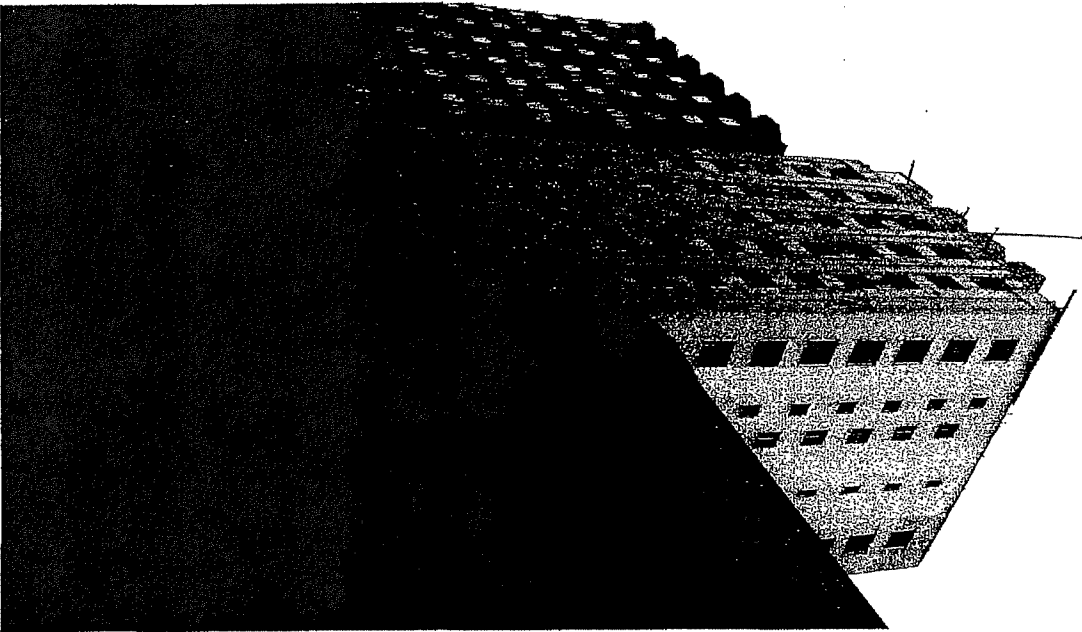




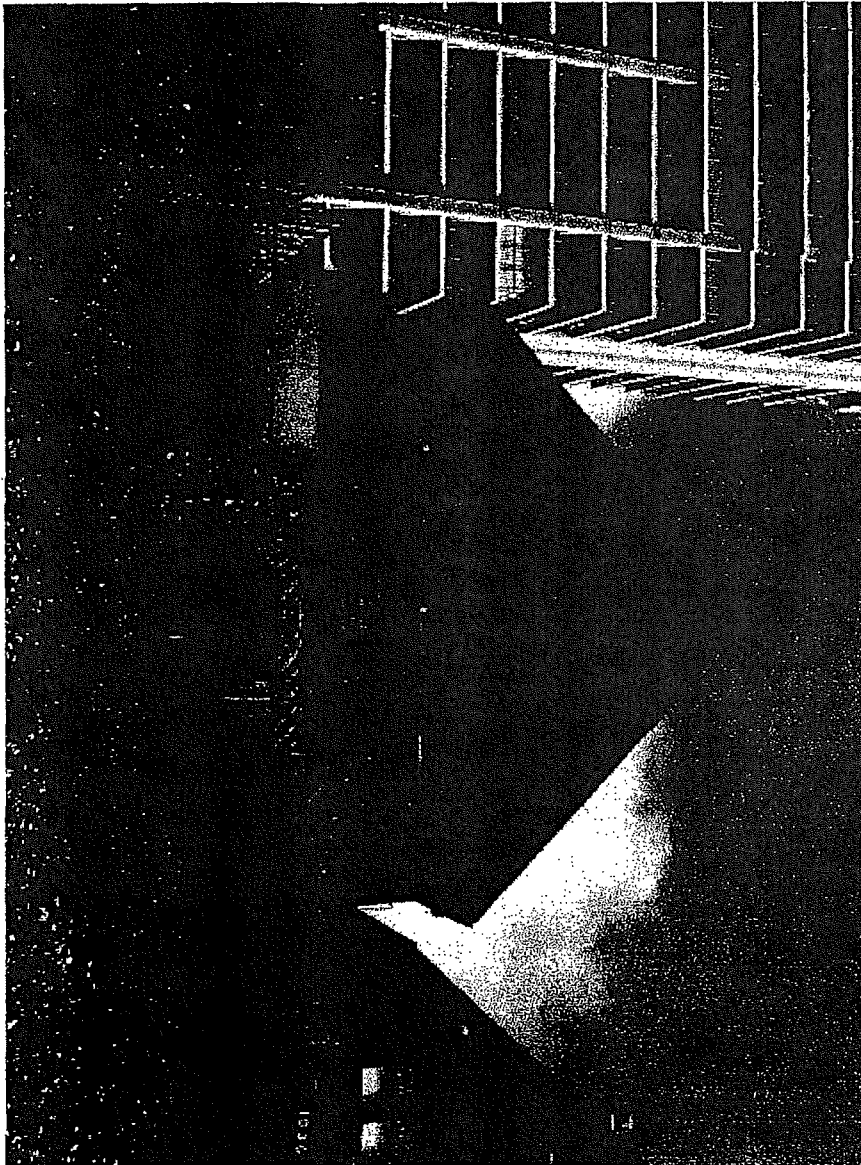
21. 807 Montgomery Street



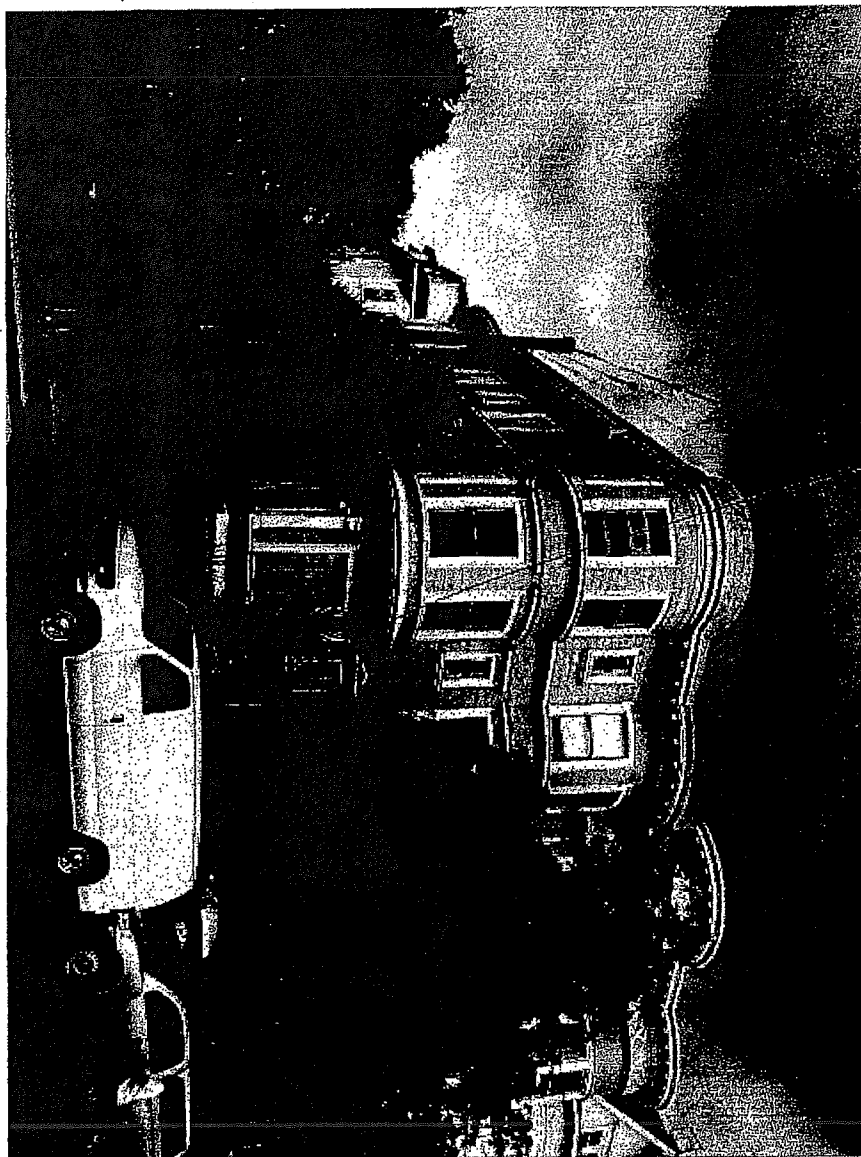
22. 761 Post Street



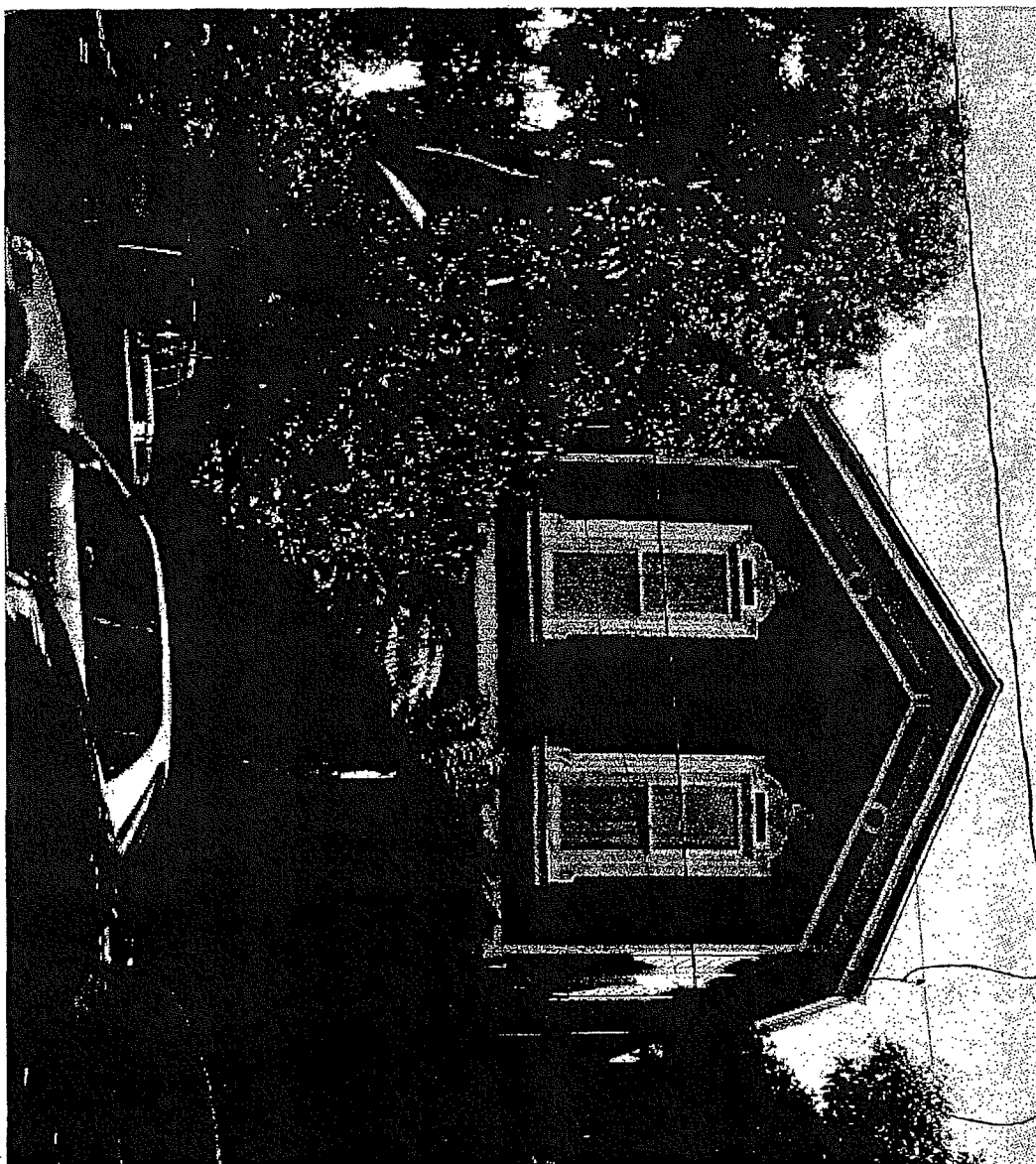
23. 1036 Vallejo Street



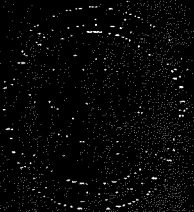
24. 101-105 Steiner Street



25. 361 Oak Street

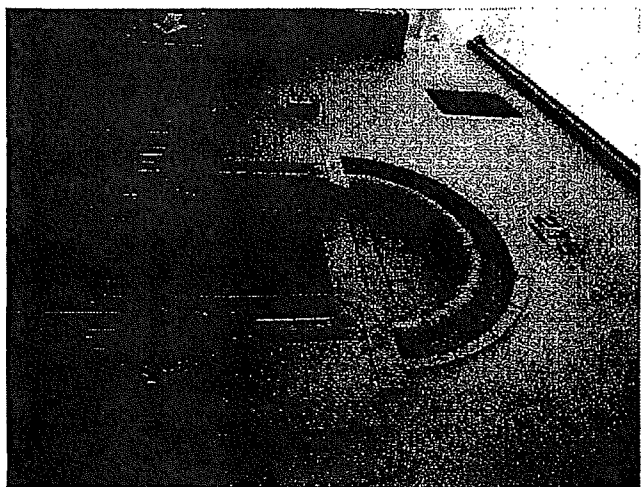
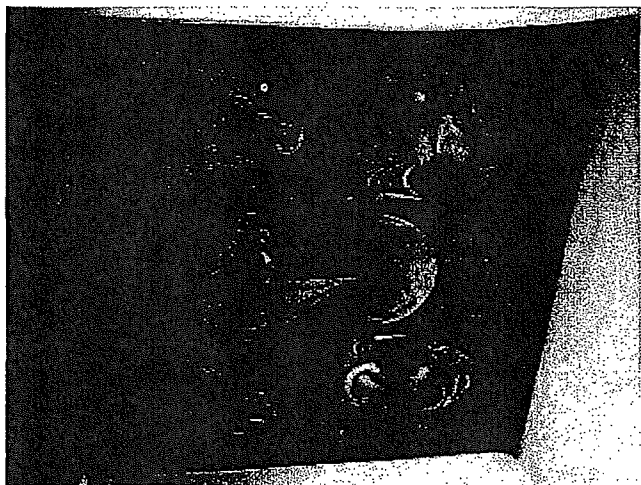


# 2017 Mills Act Contracts



**SAN FRANCISCO  
PLANNING DEPARTMENT**

215 and 229 Haight Street (formerly 55 Laguna Street, 1929, 1935)  
Spanish Style

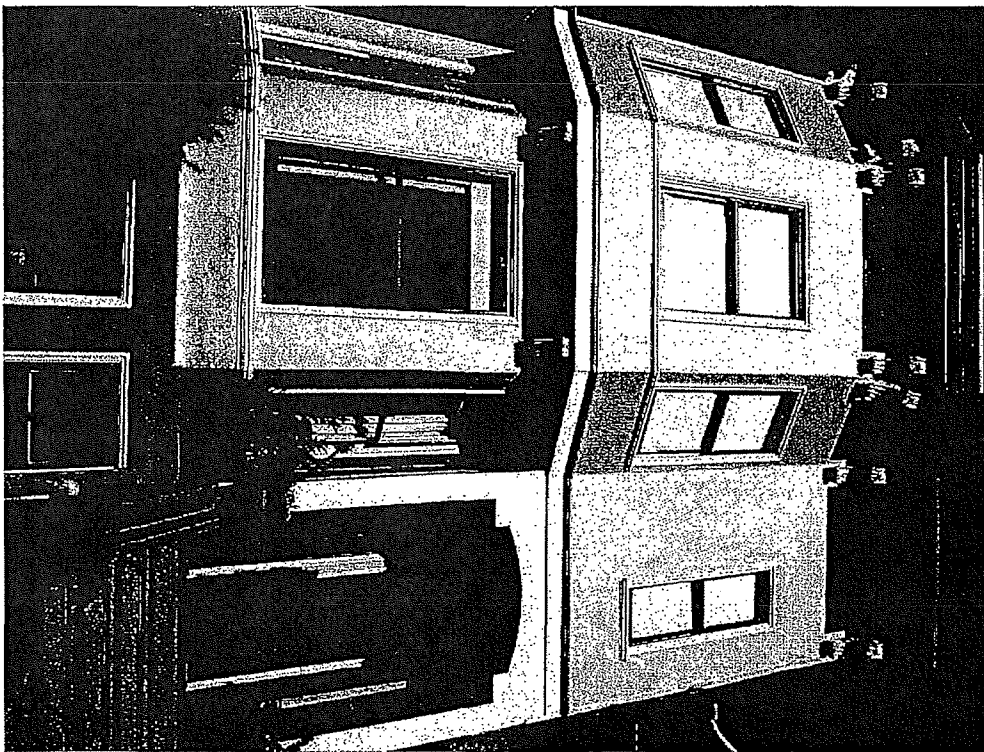


56 Potomac Street (1899)  
Shingle Style

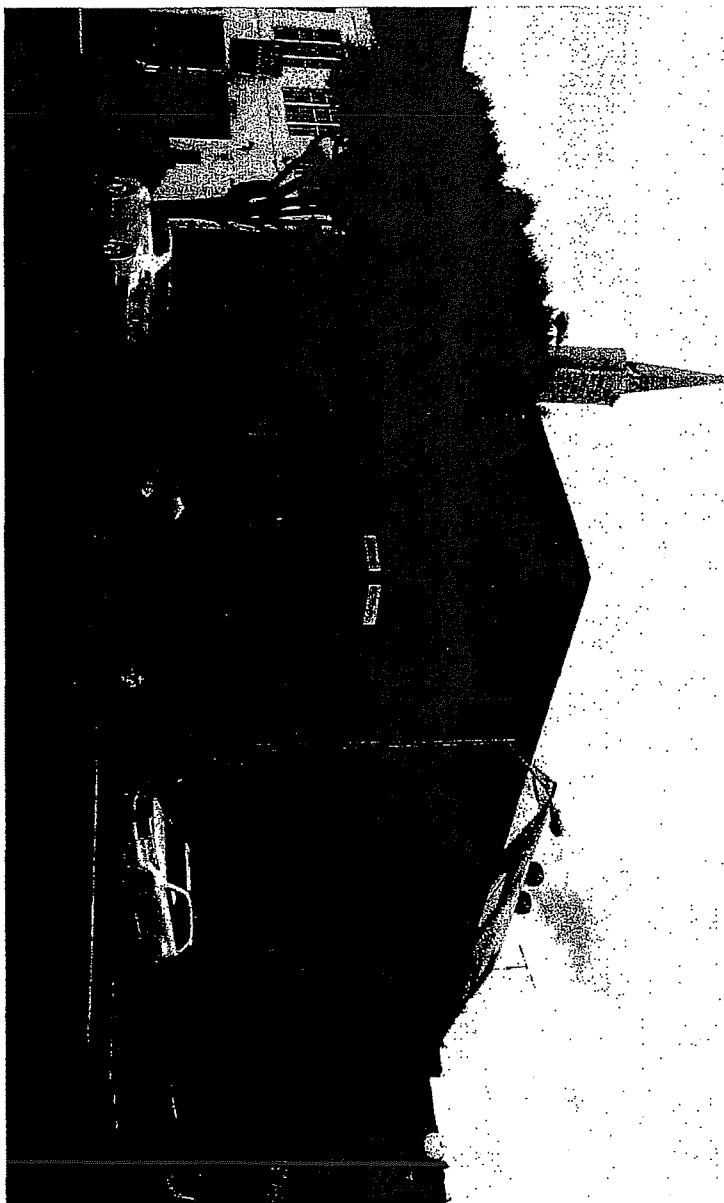




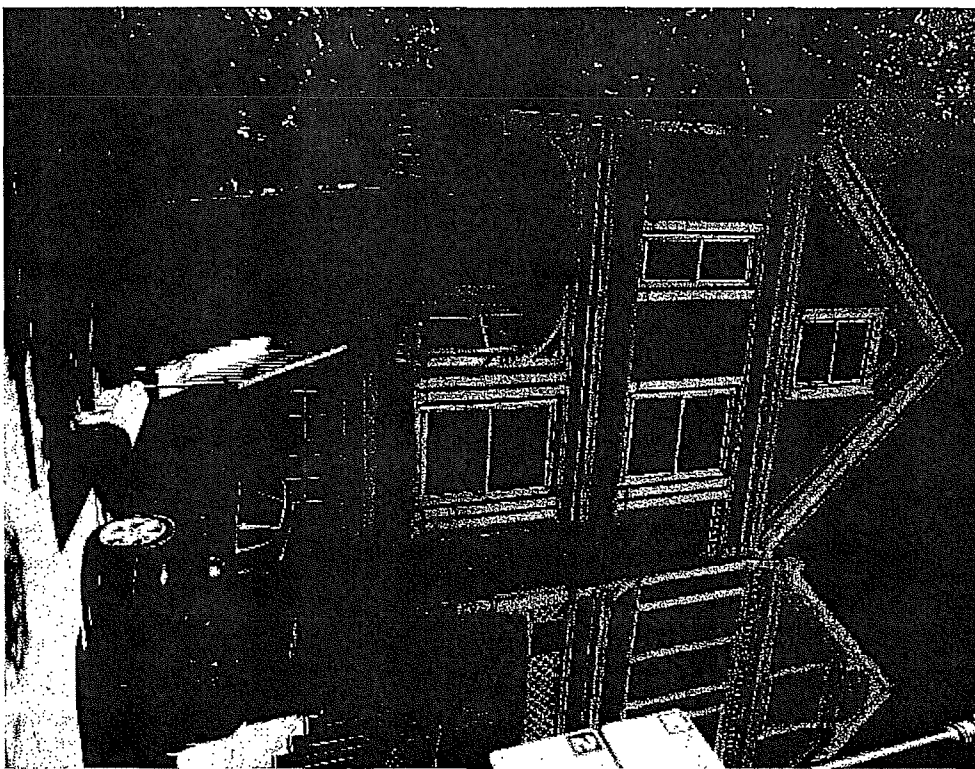
60-62 Carmelita Street (1899)  
Edwardian



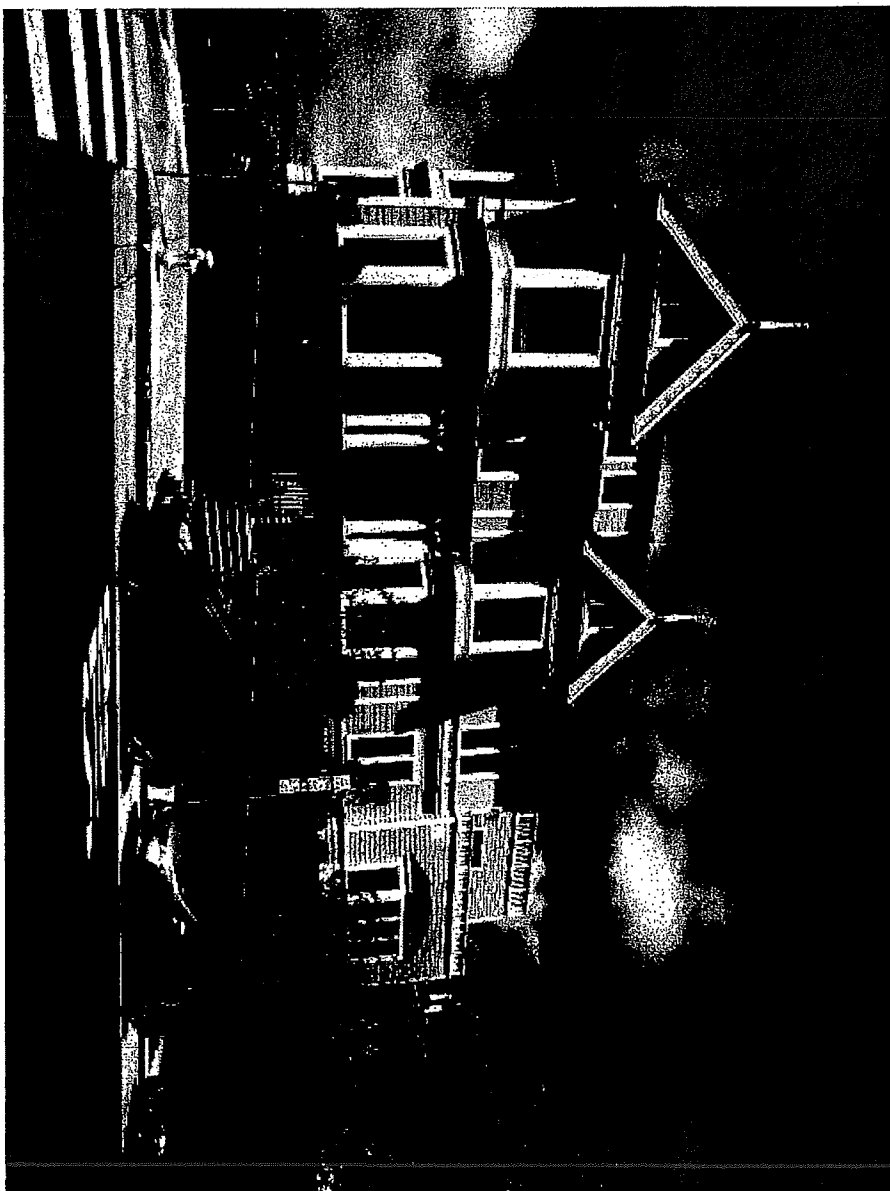
101 Vallejo Street (1855)  
Commercial Style



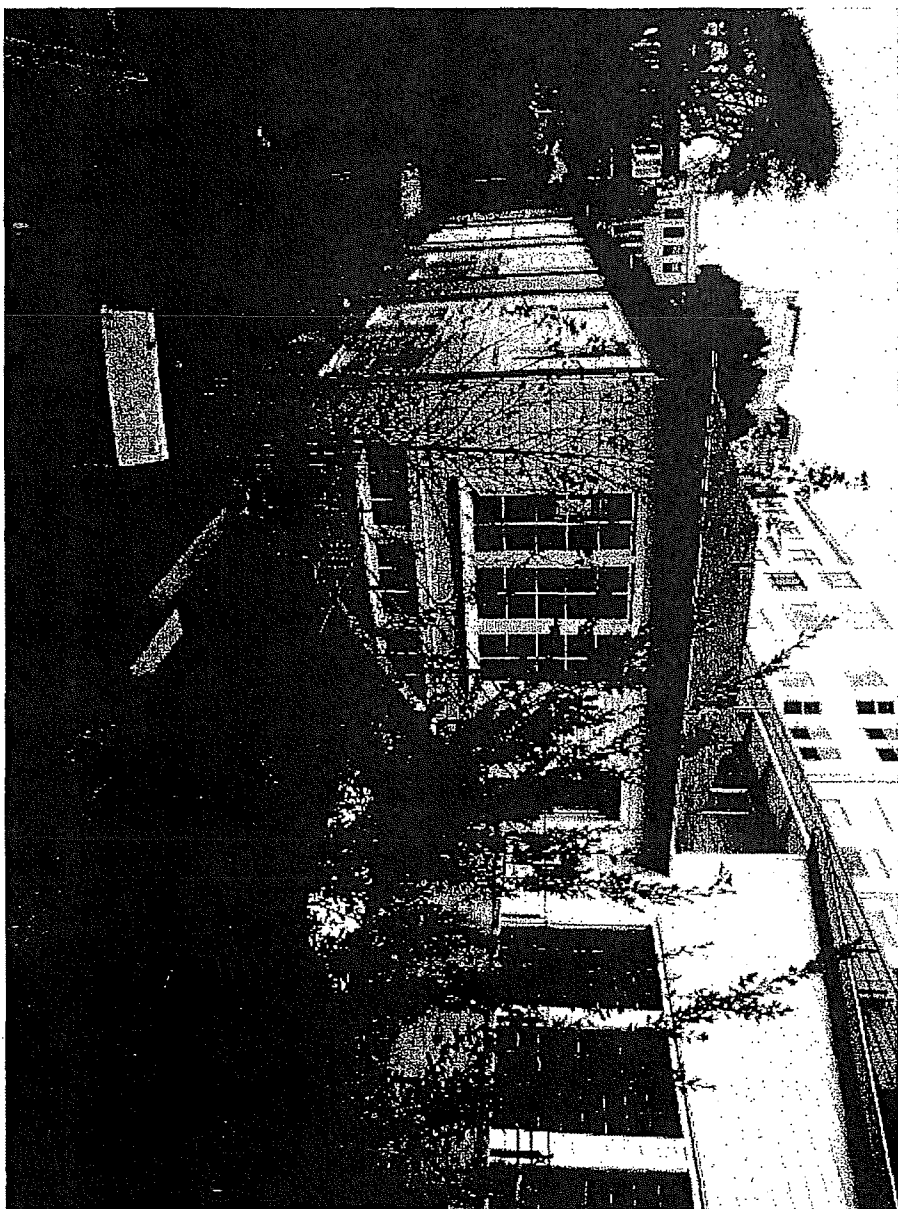
627 Waller Street (1899)  
Queen Anne Style



940 Grove Street (1895)  
Queen Anne Style



**1338 Filbert Street (1907)**  
Vernacular Post-Earthquake Period Style



2017 MILLS ACT APPLICATIONS  
 ASSESSOR PRELIMINARY VALUATIONS  
 As of July 1, 2017

APN	ADDRESS	PROPERTY TYPE	RENTAL	YEAR BUILT	SQ. FT.	2017 PRELIMINARY VALUATION	2016 PRELIMINARY VALUATION	2017 PRELIMINARY TAX	2016 PRELIMINARY TAX	2017 PRELIMINARY TAX RATE	2016 PRELIMINARY TAX RATE	2017 PRELIMINARY TAX	2016 PRELIMINARY TAX
02-0141-013	101 Vallejo	Office	No	1906	16,950	\$ 11,745,000	\$ 8,250,000	\$ (3,495,000)	-29.76%	1.1792%		\$ 138,497	\$ 97,284
06-0798-058	940 Grove	SFR	Yes	1895	9,812	\$ 4,637,020	\$ 1,750,000	\$ (2,887,020)	-62.26%	1.1792%		\$ 54,680	\$ 20,636
06-0857-002 & 005	215 Haight/55 Laguna	23 Apts	No	1926/1935		\$ 10,397,244	\$ 8,180,000	\$ (2,217,244)	-21.33%	1.1792%		\$ 122,604	\$ 96,459
06-0864-014	60-62 Carmelita	2 units	Yes/No	1900	2,720	\$ 1,915,198	\$ 950,000	\$ (965,198)	-50.40%	1.1792%		\$ 22,584	\$ 11,202
06-0864-022	637 Waller	2 units	Yes/No	1900	2,160	\$ 3,696,858	\$ 1,500,000	\$ (2,196,858)	-59.43%	1.1792%		\$ 43,593	\$ 17,688
7866-012	56 Potomac	SFR	No	1900	1,745	\$ 1,129,369	\$ 830,000	\$ (299,369)	-26.51%	1.1792%		\$ 13,318	\$ 9,787
3704-069	973 Market	69 Apts	No	1904/2014	39,339	\$ 33,311,607	\$ 20,800,000	\$ (12,511,607)	-37.56%	1.1792%		\$ 392,810	\$ 245,274
04-0524-031	1338 Filbert #A	Condo	Yes	1906/2016	4,063	\$ 4,504,346	\$ 3,371,198	\$ (1,133,148)	-25.16%	1.1792%		\$ 53,115	\$ 39,753
04-0524-032	1338 Filbert #B	Condo	No	1906/2016	2,617	\$ 2,787,738	\$ 2,275,880	\$ (511,858)	-18.36%	1.1792%		\$ 32,873	\$ 26,837
04-0524-033	1338 Filbert #C	Condo	No	1906/2016	2,620	\$ 2,977,067	\$ 2,240,479	\$ (736,588)	-24.74%	1.1792%		\$ 35,106	\$ 26,420
04-0524-034	1338 Filbert #D	Condo	No	1906/2016	3,005	\$ 3,153,910	\$ 2,599,285	\$ (554,625)	-17.59%	1.1792%		\$ 37,191	\$ 30,651

Remarks: (a) 2017 property tax rate will not be established until late September 2017.  
 (b) Historical contract must be recorded by December 31, 2017  
 (c) Mills Act valuation becomes effective as of January 1, 2018 for the Fiscal year July 1, 2018 to June 30, 2019

# **OFFICE OF THE ASSESSOR-RECORDER**

## **MILLS ACT – PROPERTY TAX SAVINGS**

To calculate the property tax savings, the Assessor-Recorder will perform a three-way value comparison as required by State law. The lowest of the three values will determine the taxable value for the year.

*The examples below is if you purchased your property for \$1 million on January 1, 2012.*

*The Factored Base Year Value on January 1, 2017 would be \$1,082,260.*

### **1. FACTORED BASE YEAR VALUE**

State law (Prop 13) established 1975-76 as the “base year” for property assessments. This base year value is the starting point that is used to calculate annual assessments. The Base Year Value is adjusted annually for inflation, with the annual increase limited to not more than 2%.

Factored Base Year Value	\$1,082,260
Multiple by Tax Rate (assumes 2016 rate)	x 1.1792%
Equals Property Tax Owed	= \$12,762

### **2. MARKET APPROACH**

Market Approach includes comparable sales information. The concept is fairly straightforward to apply, as the idea is to compare your property to similar properties that have sold in your area. See example below.

*As of 1/1/2017:*

Property A.	\$1,250,000
Property B.	\$1,325,000
Property C.	\$1,150,000
Your Property	\$1,200,000

Equals Property Tax Owed = \$14,150

### **3. INCOME APPROACH**

The income approach calculates a market value of your property by:

Determining your total annual gross rent and subtracting real estate expenses such as utilities, cleaning and maintenance, insurance, water & garbage, and losses due to vacancy to determine your Net Operating Income (NOI). NOI is divided by a capitalization rate to give you the fair market value based on the income approach.

**Capitalization Rate is based on:**

Risk Rate  
Interest Rate  
Property Rate  
Depreciation Rate

*Top Line Rent: \$80,000*

*Vacancy Loss: 5% (\$4,000)*

*Effective Income: \$76,000*

*Operating Expenses: \$11,400 (15% x utilities, insurance, maintenance, etc.)*

*NOI: \$76,000 - \$11,400 = \$64,600*

*Cap Rate:  $\div \$64,600 \div 0.08\% = \$807,500$*

*(Cap Rate is determined by the Board of Equalization)*

Equals Property Tax Owed = \$9,522

#### **REMINDERS**

- 1) Mills Act calculation is regulated by the State of California. The Office of the Assessor-Recorder receives valuation guidance from the Board of Equalization.
- 2) Local law, via the San Francisco Board of Supervisors, determines whether the property will become a Mills Act property or not.
- 3) The Office of the Assessor-Recorder assesses every Mills Act property on January 1 of each year.
- 4) The 2016-2017 Tax Rate is 1.1792%. Therefore, in order to determine your property tax amount, multiple the assessed value by the tax rate.

City Hall Office: 1 Dr. Carlton B. Goodlett Place  
Room 190, San Francisco, CA 94102-4698  
Tel: (415) 554-5596 Fax: (415) 554-7151  
[www.sfassessor.org](http://www.sfassessor.org) / mail: [assessor@sfgov.org](mailto:assessor@sfgov.org)



## SAN FRANCISCO PLANNING DEPARTMENT

### Mills Act Historical Property Contracts Case Report

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

Hearing Date: October 4, 2017  
Staff Contact: Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
Reviewed By: Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

a. Filing Date: May 1, 2017  
Case No.: 2017-005434MLS  
Project Address: 215 and 229 Haight Street (formerly 55 Laguna Street)  
Landmark District: Landmark Nos. 257, 258 (Woods Hall and Woods Hall Annex)  
Zoning: NC-3 – Neighborhood Commercial, Moderate Scale;  
RM-3 – Residential Mixed, Medium Density; P – Public  
Height & Bulk: 85-X, 50-X, 40-X  
Block/Lot: 0857/002  
Applicant: Alta Laguna, LLC  
20 Sunnyside Ave., Suite B  
Mill Valley, CA 94941

b. Filing Date: May 1, 2017  
Case No.: 2017-005884MLS  
Project Address: 56 Potomac Street  
Landmark District: Duboce Park Historic District Contributor  
Zoning: RH-2 (Residential-House-Two Family)  
Height and Bulk: 40-X  
Block/Lot: 0866/012  
Applicant: Jason Monberg & Karli Sager  
105 Steiner Street  
San Francisco, CA 94117

c. Filing Date: May 1, 2017  
Case No.: 2017-004959MLS  
Project Address: 60-62 Carmelita Street  
Landmark District: Duboce Park Historic District Contributor  
Zoning: RH-2 (Residential-House-Two Family)  
Height and Bulk: 40-X  
Block/Lot: 0864/014  
Applicant: Patrick Mooney & Stephen G. Tom  
62 Carmelita Street  
San Francisco, CA 94117

[www.sfplanning.org](http://www.sfplanning.org)



**Mill Act Applications  
October 4, 2017**

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS  
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

- d. *Filing Date:* May 1, 2017  
*Case No.:* 2017-005396MLS  
*Project Address:* 101 Vallejo Street  
*Landmark District:* San Francisco Landmark No. 91 (Gibb-Sanborn Warehouses), contributor to the Northeast Waterfront Historic District, and individually listed on the National Register of Historic Places  
*Zoning:* C-2 (Community Business)  
*Height and Bulk:* 65-X  
*Block/Lot:* 0141/013  
*Applicant:* 855 Front Street LLC  
610 W. Ash Street, Ste. 1503  
San Diego, CA 92101
- e. *Filing Date:* May 1, 2017  
*Case No.:* 2017-005880MLS  
*Project Address:* 627 Waller Street  
*Landmark District:* Duboce Park Historic District Contributor  
*Zoning:* RTO (Residential Transit Oriented District)  
*Height and Bulk:* 40-X  
*Block/Lot:* 0864/012  
*Applicant:* John Hjelmstad & Allison Bransfield  
627 Waller  
San Francisco, CA 94117
- f. *Filing Date:* May 1, 2017  
*Case No.:* 2017-005887MLS  
*Project Address:* 940 Grove Street  
*Landmark District:* Contributor to the Alamo Square Historic District  
*Zoning:* RH-3 (Residential-House, Three Family)  
*Height and Bulk:* 40-X  
*Block/Lot:* 0798/058  
*Applicant:* Smith-Hantas Family Trust  
940 Grove Street  
San Francisco, CA 94117
- g. *Filing Date:* May 1, 2017  
*Case No.:* 2017-005419MLS  
*Project Address:* 973 Market Street  
*Landmark District:* Contributor to the Market Street Theater and Loft National Register Historic District  
*Zoning:* C-3-G (Downtown-General)  
*Height and Bulk:* 120-X  
*Block/Lot:* 3704/069  
*Applicant:* Raintree 973 Market Newco LLC  
28202 Cabot Rd., Ste. 300

Mill Act Applications  
October 4, 2017

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS  
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

Laguna Nigel, CA 92677

h. *Filing Date:* May 1, 2017  
*Case No.:* 2017-006300MLS  
*Project Address:* 1338 Filbert Street  
*Landmark District:* Landmark No. 232 (1338 Filbert Cottages)  
*Zoning:* RH-2 (Residential- House, Two Family)  
*Height and Bulk:* 40-X  
*Block/Lot:* 0524/031, 032, 033, 034  
*Applicant:* 1338 Filbert LLC  
30 Blackstone Court  
San Francisco, CA 94123

PROPERTY DESCRIPTIONS

- a. 215 and 229 Haight Street (formerly 55 Laguna Street): The subject property is located on the northwest corner of Haight and Buchanan streets, Assessor's Parcel 0857/002. The subject property is within a NC-3 – Neighborhood Commercial, Moderate Scale and RM-3 – Residential Mixed, Medium Density; P – Public zoning district and 85-X and 50-X Height and Bulk district. The property is designated as San Francisco Landmark Nos. 257 and 258. The Spanish style Woods Hall and Woods Hall Annex were built in 1926 and 1935, respectively, for the San Francisco State Teacher's College (San Francisco Normal School) for use as a science building. Completed in phases as Works Progress Administration (WPA) funds became available, Woods Hall Annex also contains a WPA mural by Rueben Kadish known as "A Dissertation on Alchemy," which is located at the top of the stairwell at the east end of Woods Hall Annex. The property was rehabilitated in 2015-2016 as multiple-family housing.
- b. 56 Potomac Street: The subject property is located on the east side of Potomac Street between Waller Street and Duboce Park, Assessor's Parcel 0866/012. The subject property is located within a RH-2 (Residential-House-Two Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-story plus basement, wood frame, single-family dwelling originally designed in the Shingle style and built in 1899 by builder George H. Moore and altered with smooth stucco cladding at the primary façade at an unknown date.
- c. 60-62 Carmelita Street: The subject property is located on the east side of Carmelita Street between Waller Street and Duboce Park, Assessor's Parcel 0864/014. The subject property is located within a RH-2 (Residential-House-Two Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-story plus basement, wood frame, multiple-family dwelling originally designed in the Edwardian style and built in 1899 and altered with smooth stucco cladding at the primary façade at an unknown date.
- d. 101 Vallejo Street: The subject property is located on the southwest corner of Vallejo and Front streets, Assessor's Parcel 0141/013. The subject property is located within a C-2 (Community Business) zoning and a 65-X Height and Bulk district. The property is designated as San Francisco

Landmark No. 91 (Gibb-Sanborn Warehouses), is a contributor to the Northeast Waterfront Historic District, and is individually listed on the National Register of Historic Places. It is a two-story plus basement, heavy timber and brick warehouse building designed in the Commercial Style and built in 1855 for merchant Daniel Gibb who also built the subject property's twin at the northwest corner of Vallejo and Front streets. Both buildings appear to be the oldest surviving warehouses in San Francisco.

- e. **627 Waller Street:** The subject property is located on the south side of Waller Street between Carmelita and Pierce streets, Assessor's Parcel 0864/022. The subject property is located within a RTO (Residential Transit Oriented District) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-and-half-story plus basement, wood-frame, single-family dwelling designed in the Queen Anne style and built in 1899.
- f. **940 Grove Street:** The subject property is located on the northwest corner of Grove and Steiner streets, Assessors' Parcel 0798/058. The subject property is located within a RH-3 (Residential-House, Three Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Alamo Square Historic District. It is a two-and-half-story plus basement, wood frame, single-family dwelling designed in the Queen Anne style by master architect Albert Pissis and built in 1895.
- g. **973 Market Street:** The subject property is located on the south side of Market Street between 5<sup>th</sup> and 6<sup>th</sup> streets, Assessor's Parcel 3704/069. The subject property is located within a C-3-G (Downtown-General) zoning district and a 120-X Height and Bulk district. The property, known as the Wilson Building is a contributing building to the Market Street Theater and Loft National Register Historic District. The seven story plus basement steel frame building was designed by master architect Willis Polk in 1900 and the Byzantine terra cotta façade survived the 1906 earthquake.
- h. **1338 Filbert Street:** The subject property is located on the north side of Filbert Street between Polk and Larkin streets. Assessor's Parcels 0524/031, 0524/032, 0524/033, 0524/034. The subject property is located within a RH-2 (Residential – House, Two Family) and a 40-X Height and Bulk District. The property is San Francisco Landmark No. 232, 1338 Filbert Cottages. It consists of four, two-story, wood frame, single family dwellings designed in a vernacular post-earthquake period style with craftsman references and built in 1907 with a 1943 addition.

## PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

## MILLS ACT REVIEW PROCESS

Once a Mills Act application is received, the matter is referred to the Historic Preservation Commission (HPC) for review. The HPC shall conduct a public hearing on the Mills Act application, historical

**Mill Act Applications  
October 4, 2017**

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS  
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

property contract, and proposed rehabilitation and maintenance plan, and make a recommendation for approval or disapproval to the Board of Supervisors.

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

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

## **MILLS ACT REVIEW PROCEDURES**

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

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

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

## **APPLICABLE PRESERVATION STANDARDS**

Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71 to implement the California Mills Act, California Government Code Sections 50280 *et seq.* The Mills Act authorizes local governments to enter into contracts with private property owners who will rehabilitate, restore, preserve, and maintain a "qualified historical property." In return, the property owner enjoys a reduction in property taxes for a given period. The property tax reductions must be made in accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

## **TERM**

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

**Mill Act Applications  
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2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS  
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

terms of the contract or the legislation. Termination due to default immediately ends the contract term. Mills Act contracts remain in force when a property is sold.

## **ELIGIBILITY**

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

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

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

***Residential Buildings***

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

***Commercial, Industrial or Mixed Use Buildings***

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

Properties may be exempt from the tax assessment values if it meets any one of the following criteria:

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

Properties applying for a valuation exemption must provide evidence that it meets the exemption criteria, including a historic structure report to substantiate the exceptional circumstances for granting the exemption. The Historic Preservation Commission shall make specific findings in determining whether to recommend to the Board of Supervisors that the valuation exemption should be approved. Final approval of this exemption is under the purview of the Board of Supervisors.

**Mill Act Applications  
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**PUBLIC/NEIGHBORHOOD INPUT**

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

**STAFF ANALYSIS**

The Department received eight Mills Act applications by the May 1, 2017 filing date. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the eight attached draft historical property contracts, which include a draft rehabilitation and maintenance plan for the historic building. Department Staff believes the draft historical property contracts and plans are adequate, with the exception of 60-62 Carmelita Street. Please see below for complete analysis.

- a. 215 and 229 Haight Street (formerly 55 Laguna Street): As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office at over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated as San Francisco Landmark Nos. No. 257 and 259, Woods Hall and Woods Hall Annex. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant completed substantial rehabilitation of the building in 2016, including the roof, roof drainage system, exterior wall repair and painting, wood window repair and in-kind replacement, metal window repair and replacement, repair and in-kind replacement of exterior light fixtures, and moving of the Sacred Palm. Work to interior character-defining features in the lobby, corridor, and stairs was also completed in 2016. The proposed Rehabilitation Plan includes stabilizations and repair of the Ruben Kadish Mural by a conservator.

The proposed Maintenance Plan includes annual inspection of the exterior walls, roof drainage system, exterior lightwells, windows, roof and care of the Sacred Palm. Inspections and painting of the walls, roof drainage system, windows, will occur every ten years. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

**Mill Act Applications  
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2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS  
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

- b. 56 Potomac Street: The applicant proposes to amend the 2013 Mills Act Contract in whole. The property owners applied for a Mills Act Contract in 2013. The Historic Preservation Commission recommended approval of the Mills Act Contract on December 4, 2013 and the Mills Act Contract was adopted by the Board of Supervisors on December 17, 2013. Said determination is on file with the Clerk of the Board of Supervisors in File No. 131159. The 2013 Rehabilitation Plan included replacement of front stairs, repainting and replacement of windows on the front and rear facades. The applicant proposes to amend the 2013 Mills Act Contract in whole to complete remodel of the interior and exterior rear façade.

As detailed in the 2017 Mills Act application, the applicant proposes to restore the front façade and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Restoration.

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

The proposed Rehabilitation Plan includes work to the front façade including, exploratory demolition of the stuccoed front facade to determine if any historic cladding remains and restoration of the façade based on documentary evidence; seismic evaluation and seismic upgrade as necessary; in-kind roof replacement with asphalt shingles; retention and repair of historic front door; replacement of front stairs with compatible design and materials; and in-kind repair or replacement of fixed and double-hung wood windows.

The proposed Maintenance Plan includes annual inspection of primarily front façade including the foundation, front stairs and porch, siding, windows, attic and roof with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in-kind and will avoid altering, removing or obscuring character-defining features of the building.

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

- c. 60-62 Carmelita Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation with the exception of Rehabilitation Plan Scope #4, installation of a garage.

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

The applicant completed rehabilitation work to the building in 2016, including seismic upgrade to the foundation, exterior painting, and repair and reglazing of terrazzo front steps. The proposed Rehabilitation Plan includes installation of garage and roof replacement.

**Department Recommendation:** The Department recommends revisions to the Rehabilitation and Maintenance plans, specifically: Scope #4, Installation of garage. While the work was approved by the Historic Preservation Commission through Motion No. 0298 on January 18, 2017, the proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building. The Department recommends this scope of work be removed in order to forward a positive recommendation to the Board of Supervisors.

The proposed Maintenance Plan includes inspection of windows every five years, and inspection of the roof, gutters, downspouts, siding, and paint every two years. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

- d. 101 Vallejo Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated as Landmark No. 91 (Gibb-Sanborn Warehouses) under Article 10 of the Planning Code, a contributor to the Northeast Waterfront Historic District, and individually listed on the National Register of Historic Places. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The proposed Rehabilitation Plan includes structural upgrade, roof replacement, repair to skylights, foundation, watertable, brick façade, metal windows entryways, parapet bracing, and repair to character defining interior features such as the heavy timber framing.

The proposed Maintenance Plan includes annual inspection of the roof, skylights, parapet bracing, roof drainage system, foundation, watertable, windows and entryways. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.



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

- e. **627 Waller Street:** As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000. The subject property qualifies for an exemption as a contributor to the Duboce Park Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant has already completed a rehabilitation work to the property, including repair of a leak at the rear of the house. The proposed Rehabilitation Plan includes further repair of the leak at the rear of the house, replacement of the skylight, front stairway, concrete driveway with permeable paving, front windows with double hung wood windows with ogee lugs, roof and repainting of the house.

The proposed Maintenance Plan includes annual inspection all elevations, front stairs, and windows; and inspection of the roof every five years. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

- f. **940 Grove Street:** As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a contributor to the Alamo Square Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant has already completed a substantial rehabilitation work to the property in 2015, including seismic improvements, entrance portico rehabilitation, exterior wood siding

rehabilitation and repair, and retaining wall rehabilitation. The proposed Rehabilitation Plan includes exterior repainting, repair to concrete retaining wall and steps, and roof replacement.

The proposed Maintenance Plan includes annual inspection of the condition of the paint, windows and doors, site grading and drainage. Inspection of the siding and trim and roof will occur every five years. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

- g. 973 Market Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation, Preservation and Restoration.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a contributor to the Market Street Theater and Loft National Register Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations

The applicant has already completed a substantial rehabilitation work to the property, including seismic upgrade, terra cotta repair, window replacement, storefront system replacement, masonry and fire escape repair, and roof replacement. The proposed Rehabilitation Plan includes replacement of windows and storefronts to more closely match the historic and roof replacement.

The proposed Maintenance Plan includes annual inspection of the foundation, terra cotta, windows, storefront system, masonry, fire escape and roof on a five to ten year cycle. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

Mill Act Applications 2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS  
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55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

- h. 1338 Filbert Street: The applicant is reapplying for a Mills Act Contract. The property owners applied for a Mills Act Contract in 2016. The Historic Preservation Commission recommended approval of the Mills Act Contract on October 5, 2016 through Resolution No. 793. It was tabled by the Board of Supervisors on November 3, 2016.

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

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated San Francisco Landmark No. 232, 1338 Filbert Cottages. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations

The applicant has already completed a substantial rehabilitation work to the property, including historic resource protection during construction; seismic upgrade; in-kind roof replacement; and in-kind gutter replacement. The proposed Rehabilitation Plan includes retention and in-kind replacement of siding; structural reframing; retention and in-kind replacement of doors and windows; exterior painting; and restoration of the garden.

The proposed Maintenance Plan includes annual inspection of the garden, downspouts, gutters and drainage; inspection of doors and windows, millwork every two years; inspection of wood siding and trim every three years; selected repainting every four years; and inspection of the roof every five years with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

## ASSESSOR-RECORDER INFORMATION

Based on information received from the Assessor-Recorder, the following properties will receive an estimated first year reduction as a result of the Mills Act Contract:

- a. 215 and 229 Haight Street: (formerly 55 Laguna Street): 21.33%  
b. 56 Potomac Street: 26.51%

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- c. 60-62 Carmelita: 50.40%
- d. 101 Vallejo Street: 29.76%
- e. 627 Waller Street: 59.43%
- f. 940 Grove Street: 62.26%
- g. 973 Market Street: 37.56%
- h. 1338 Filbert Street: #A: 25.16%, #B: 18.36%, #C: 24.74%, and #D: 17.59%

**PLANNING DEPARTMENT RECOMMENDATION**

- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending **approval** of the Mills Act Historical Property Contracts and Rehabilitation and Maintenance Plans to the Board of Supervisors for the following properties:
  - 1. 215 and 229 Haight Street (formerly 55 Laguna Street),
  - 2. 56 Potomac Street,
  - 3. 101 Vallejo Street,
  - 4. 627 Waller Street,
  - 5. 940 Grove Street,
  - 6. 973 Market Street
  - 7. 1338 Filbert Street
- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending **approval with conditions** of the Mills Act Historical Property Contract and Rehabilitation and Maintenance Plans for 60-62 Carmelita Street. Conditions of approval include:
  - 1. Revisions to the Rehabilitation and Maintenance Plans for 60-62 Carmelita Street, specifically removing Scope #4, Installation of garage. While the work was approved by the Historic Preservation Commission through Motion No. 0298 on January 18, 2017, the proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building. The Department recommends this scope of work be removed in order to forward a positive recommendation to the Board of Supervisors.

**ISSUES AND OTHER CONSIDERATIONS**

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

**Mill Act Applications**  
**October 4, 2017**

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55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

**HISTORIC PRESERVATION COMMISSION ACTIONS**

Review and adopt a resolution for each property:

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

**Attachments:**

- a. **215 & 229 Haight Street (formerly 55 Laguna)**  
Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application and Historic Structure Report
- b. **56 Potomac Street**  
Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application
- c. **60-62 Carmelita Street**  
Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application
- d. **101 Vallejo Street**  
Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application and Historic Structure Report
- e. **627 Waller Street**  
Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan

**Mill Act Applications  
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55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application and Historic Structure Report

**f. 940 Grove Street**

Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application and Historic Structure Report

**g. 973 Market Street**

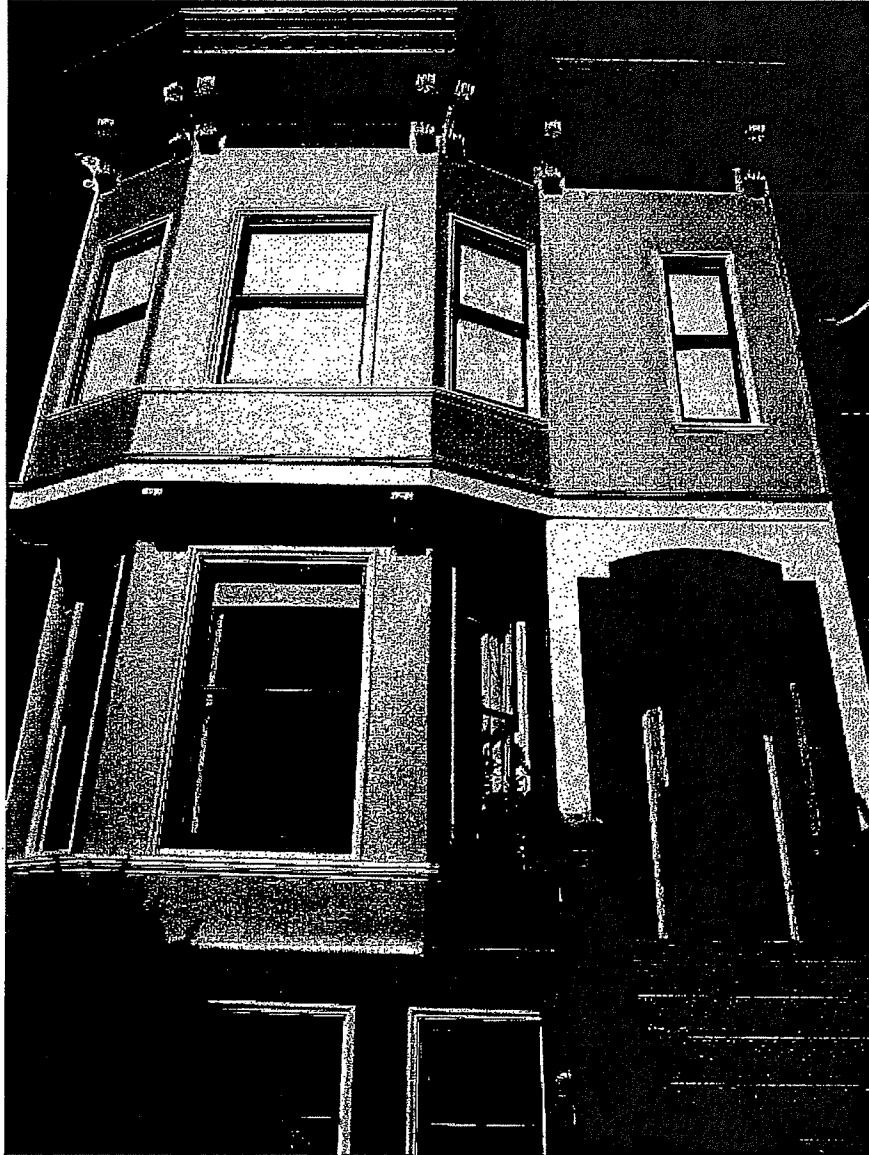
Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application and Historic Structure Report

**h. 1338 Filbert Street**

Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Pre-Approval Inspection Report  
Mills Act Application and Historic Structure Report

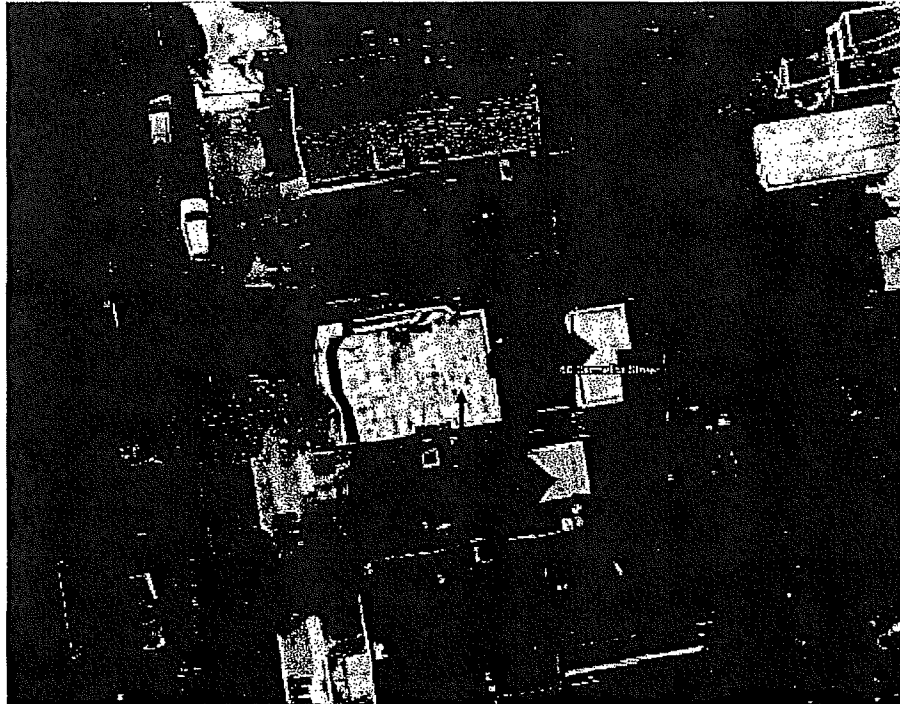
*Case No.:* 2017-004959MLS  
*Project Address:* 60-62 Carmelita Street  
*Landmark District:* Duboce Park Historic District Contributor  
*Zoning:* RH-2 (Residential-House-Two Family)  
*Height and Bulk:* 40-X  
*Block/Lot:* 0864/014  
*Applicant:* Patrick Mooney & Stephen G. Tom  
62 Carmelita Street  
San Francisco, CA 94117

SITE PHOTO





AERIAL PHOTO



SUBJECT PROPERTY



# SAN FRANCISCO PLANNING DEPARTMENT

## Historic Preservation Commission Resolution No. 903

HEARING DATE OCTOBER 4, 2017

*Case No.:* 2017-004959MLS  
*Project Address:* 60-62 Carmelita Street  
*Landmark District:* Duboce Park Historic District Contributor  
*Zoning:* RH-2 (Residential-House-Two Family)  
*Height and Bulk:* 40-X  
*Block/Lot:* 0864/014  
*Applicant:* Patrick Mooney & Stephen G. Tom  
62 Carmelita Street  
San Francisco, CA 94117  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

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### ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL WITH CONDITIONS OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 60-62 CARMELITA 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 60-62 Carmelita Street is listed under Article 10 of the San Francisco Planning Code Planning Code as a Contributor to the Duboce Park Historic District and thus qualifies as a historic property; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 60-62 Carmelita Street, which are located in Case Docket No. 2017-004959MLS. The Planning Department recommends approval with conditions of the Mills Act historical property contract, rehabilitation program, and maintenance plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 60-62 Carmelita Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property with conditions recommended by the Planning Department; and


WHEREAS, At a duly noticed public hearing held on October 4, 2017, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 60-62 Carmelita Street, which are located in Case Docket No. 2017-004959MLS.

THEREFORE BE IT RESOLVED that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 60-62 Carmelita Street, attached herein as Exhibits A and B, and fully incorporated by this reference with the following condition:

1. Remove Scope #4: Install Garage. The proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building.

BE IT FURTHER RESOLVED That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 60-62 Carmelita Street, and other pertinent materials in the case file 2017-004959MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 4, 2017.

  
Jonas P. Ionin  
Commissions Secretary

AYES: Wolfram, Hyland, Johnck, Johns, Matsuda, Pearlman

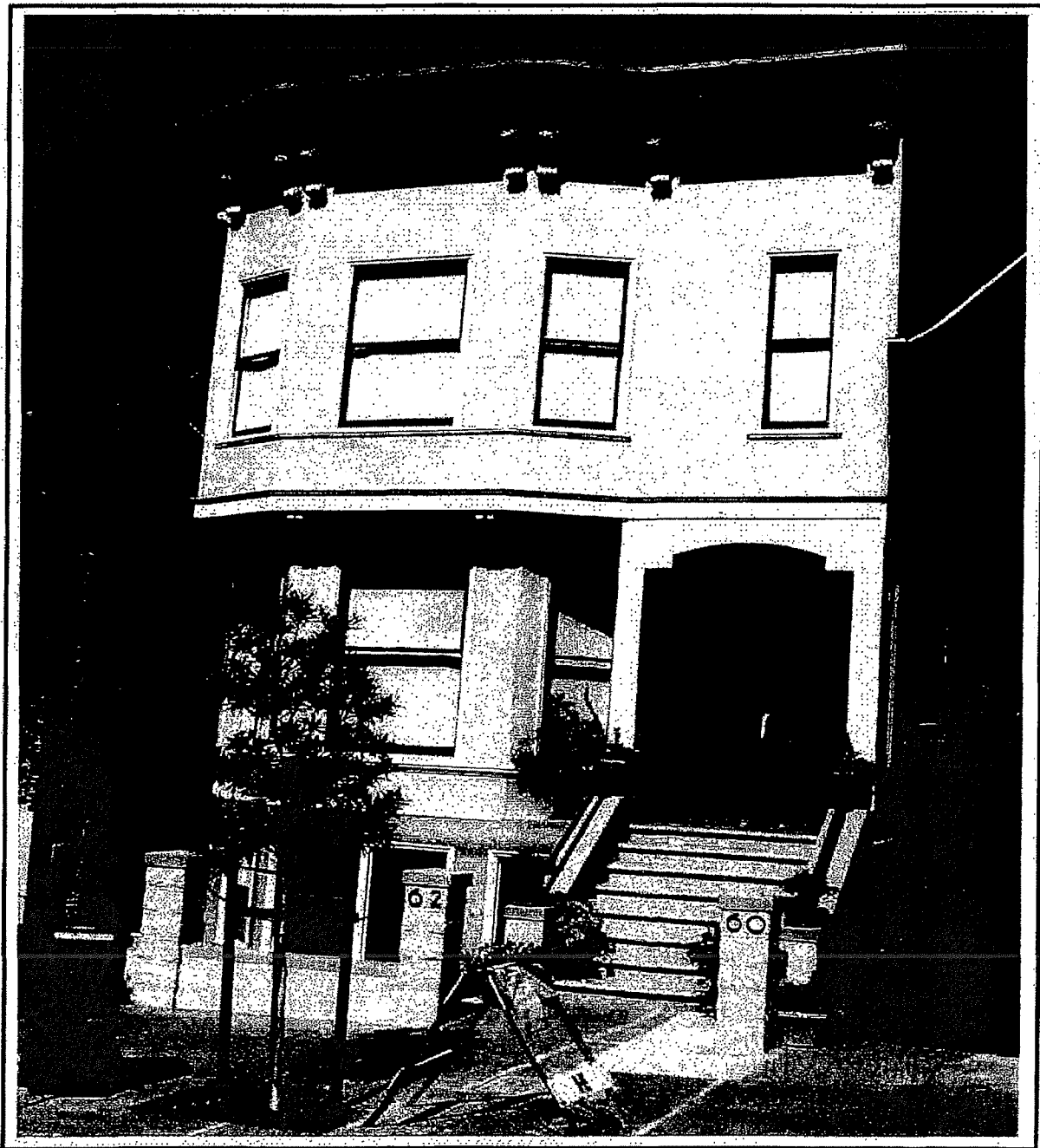
NOES: None

ABSENT: None

ADOPTED: October 4, 2017



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



60 - 62 Carmelita Street

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

<b>APN:</b>	0864 014	<b>Lien Date:</b>	7/1/2017
<b>Address:</b>	60 - 62 Camellita Street	<b>Application Date:</b>	3/31/2017
<b>SF Landmark No.:</b>	N/A	<b>Valuation Date</b>	7/1/2017
<b>Applicant's Name:</b>	Patrick Mooney/Steve Tom	<b>Valuation Term</b>	12 Months
<b>Agt./Tax Rep./Atty:</b>	None	<b>Last Sale Date:</b>	9/18/2015
<b>Fee Appraisal Provided:</b>	Yes	<b>Last Sale Price:</b>	\$2,100,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$860,948	Land	\$570,000	Land	\$1,425,000
Imps.	\$1,054,250	Imps.	\$380,000	Imps.	\$950,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,915,198</b>	<b>Total</b>	<b>\$950,000</b>	<b>Total</b>	<b>\$ 2,375,000</b>

**Property Description**

<b>Property Type:</b>	Multi-Family	<b>Year Built:</b>	1900	<b>Neighborhood:</b>	Hayes Valley
<b>Type of Use:</b>	Multi-Family	<b>(Total) Rentable Area:</b>	2720	<b>Land Area:</b>	2,375
<b>Owner-Occupied:</b>	Yes	<b>Stories:</b>	3	<b>Zoning:</b>	RH-2
<b>Unit Type:</b>	Residential	<b>Parking Spaces:</b>	0 Car Garage In Lieu Of Storage Area		

**Total No. of Units: 2**

**Special Conditions (Where Applicable)**

\*Prop. 60 (base year transfer) reduction applied for 50% of the property with an event date of 9/18/2015 for the factored base year (roll) value. Further, the factored base year (roll) value included the cost of the alteration/remodel new construction done with a completion date of 9/22/2016.

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll Value*	\$957,599	\$704	\$ 1,915,198
Income Approach - Direct Capitalization	\$475,000	\$349	\$ 950,000
Sales Comparison Approach	\$1,187,500	\$873	\$ 2,375,000
<b>Recommended Value Estimate</b>	<b>\$ 475,000</b>	<b>\$ 349</b>	<b>\$ 950,000</b>

<b>Appraiser:</b>	Bryan Bibby	<b>Principal Appraiser:</b>	Greg Wong	<b>Date of Report:</b>	7/27/2017
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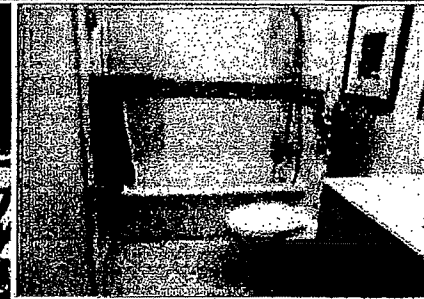
**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

Address: 60 - 62 Carmelita Street

APN: 0864 014



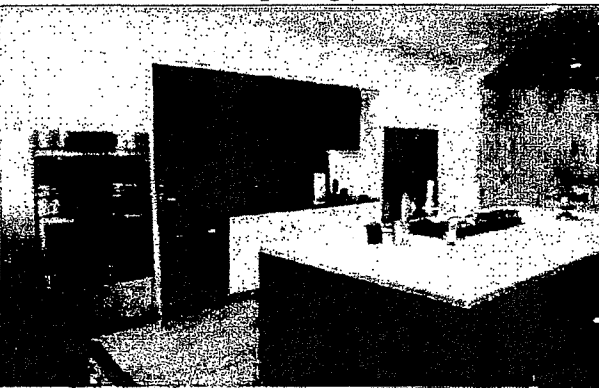
60-62 Carmelita Street Building Frontage



62 Carmelita Street Unit Bathroom



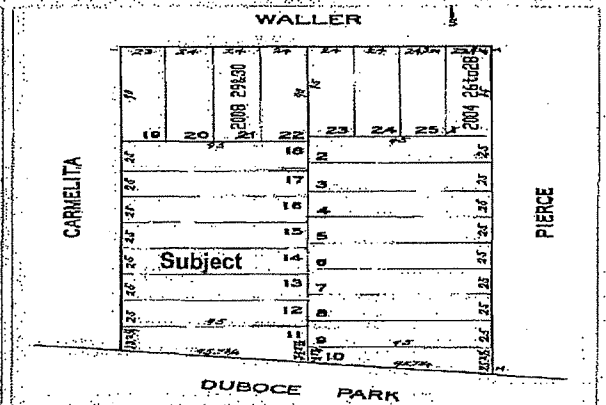
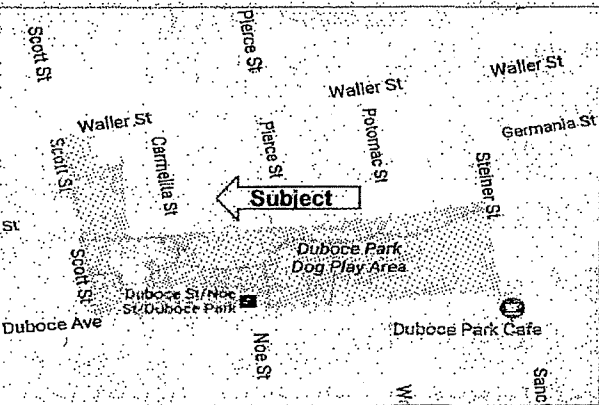
60 Carmelita Street Unit Bathroom



62 Carmelita Street Unit Kitchen



60 Carmelita Street Unit Kitchen



# INCOME APPROACH

Address: 60 - 62 Carmelita Street

Lien Date: 7/1/2017

	Monthly Rent		Annualized	
Potential Gross Income	\$8,414	x	12	\$100,968
Less: Vacancy & Collection Loss			3%	(\$3,029)
Effective Gross Income				\$97,939
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	(\$14,691)
Net Operating Income (Pre-Property Tax)				\$83,248

## Restricted Capitalization Rate

2017 interest rate per State Board of Equalization		3.7500%	
Risk rate (4% owner occupied / 2% all other property types)		3.1875%	
2016 property tax rate **		1.1792%	
Amortization rate for improvements only			
Remaining economic life (Years)	60	0.0167	0.6667%
Improvements constitute % of total property value	40%		8.7834%

## RESTRICTED VALUE ESTIMATE

\$947,793

## ROUNDED TO

\$950,000

## Rent Roll as of 7/1/2017

Unit	Bdrm/Ba	SF	Move In Date	Monthly Rent***	Annual Rent	Annual Rent / Foot
62	2/2	1,615	Owner Occupied	\$4,300	\$51,600	\$31.95
60	2/1	1,105	Established	\$4,114	\$49,368	\$44.68
Total:		2,720		\$8,414	\$100,968	\$37.12

## Notes:

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

\*\* The 2017 property tax rate will be determined in September, 2017. The 2016 tax rate is the most recent established tax rate as of the reporting date and was used for this analysis.

Unit #	SF GLA	Occupancy	Weight	Risk Factor	Overall
62	1,615	Owner	59.38%	4.00%	2.375%
60	1,105	Tenant	40.63%	2.00%	0.81%
	2,720		100.00%		3.188%

\*\*\* The fair market rent for the bottom owner's Unit #62 was concluded at \$4,300/month. Individual apartment unit comps showed a monthly rental range of \$4,150 to \$4,400. All rental comps were considered in the subject's projected rent amount due to their similar living area range to the subject's living area. The contract rent for Unit #60 was based on the base amount of \$4,025.78, plus the annual SF Rent Board allowable rent increase as of 3/1/17 in the amount of 2.2% for the current year. Contract rent amount and unit & building living area measurements were based on information taken from the Mills Act Historical Property Contract packet submission by the taxpayer. Of note, the entire building rental comps ranged from an annual rent per square foot of \$35.03 to \$41.11. The subject's entire building rent conclusion of \$37.12 annual rent/square foot was supported by the entire building rental comps.

# Rental Comparables

Address: 60 - 62 Carmelita Street

Lien Date: 7/1/2017

Rental Comp #1



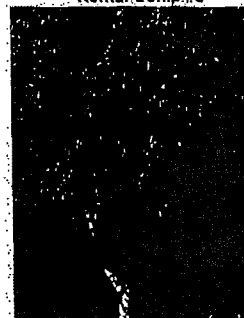
Property Rental Type: 2 Unit Entire Building  
 Listing Agent: Paragon Commercial Brokerage, Inc.  
 Address: 3912-3914 Cesar Chavez Street  
 Cross Streets: Church Street  
 SF: 2,350  
 Layout: 2 units: 2/2/1, 2 car parking  
 Monthly Rent: \$8,050  
 Rent/Foot/Mo: \$3.43  
 Annual Rent/Foot: \$41.11

Rental Comp #2



2 Unit Entire Building  
 Keller Williams  
 622-624 Haight Street  
 Pierce Street  
 3,000  
 2 units: 2/3/2; 2 car parking (+gr. flr. area)  
 \$9,583 (Income Incl. unwarranted gr. flr. area)  
 \$3.19  
 \$38.33

Rental Comp #3



2 Unit Entire Building  
 Pacific Union International Inc.  
 432-434 Hugo Street  
 5th Avenue  
 2,750  
 2 units: 1/4/3.5, 1/3/1.5, no car parking  
 \$8,699  
 \$3.16  
 \$37.86

Rental Comp #4



2 Unit Entire Building  
 Hill & Co.  
 452-454 Lily Street  
 Buchanan Street  
 2,112  
 2 units: 1/2/1; 1/1/1, no car parking  
 \$6,165  
 \$2.92  
 \$35.03

Rental Comp #5



Property Rental Type: Individual Apartment Unit  
 Listing Agent: Zillow Listing Manager  
 Address: 271 Castro Street, Apt #4  
 Cross Streets: Beaver Street  
 SF: 1,300  
 Layout: Apartment Unit: 2/1, no car parking

Rental Comp #6



Individual Apartment Unit  
 Park North Real Estate  
 618 Diamond Street  
 Elizabeth Street  
 1,382  
 Apartment Unit: 2/1, 1 car parking

Rental Comp #7



Individual Apartment Unit  
 Zephyr Real Estate  
 1309A Hayes Street  
 Divisadero Street  
 1,740  
 Apartment Unit: 3/1, no car parking

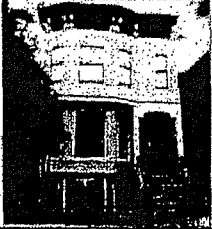



Rental Comp #8



Individual Apartment Unit  
 McGuire Real Estate  
 4409 20th Street  
 Diamond Street  
 1,440  
 Apartment Unit: 2/1, 1 car parking



# RESIDENTIAL INCOME PROPERTY MARKET ANALYSIS

APN	SUBJECT-A 0884 014	COMPARABLE SALE 1-B 0822 038	COMPARABLE SALE 2-C 3557 088	COMPARABLE SALE 3-D 2770 011																
																				
Address	60 - 62 Carmelita Street	929 931 Hayes Street	1031-1033 15th Street	3906-3902 22nd Street																
Sales Price		\$2,710,000	\$2,395,000	\$2,300,000																
\$ / GBA		\$845	\$928	\$949																
\$ / Unit		\$1,365,000	\$1,197,000	\$1,150,000																
Annual Gross Income (PGI)		N/A	N/A	N/A																
GIM		N/A	N/A	N/A																
Avg Monthly Rent/Unit		N/A	N/A	N/A																
	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION																
Lien Date / Date of Sale	07/01/17	08/07/17	04/12/17	04/12/17																
Neighborhood	Hayes Valley	Alamo Square	Mission Dolores	Eureka Valley/Colares Heights																
Proximity to Subject		Within Reasonable Proximity	Within Reasonable Proximity	Within Reasonable Proximity																
Site (sq.ft.)	2,376	3,436 (32,000)	1,751 18,000	1,873 15,000																
Year Built	1900	1909	1905	1907																
Condition	Good/Updates	Average	Good/Updates	Good/Updates																
Traffic	Typical	Typical	Typical	Typical																
Gross Bldg. Area	2,720	4,185 (440,000)	2,580 42,000	2,423 89,000																
Residential Unit Breakdown	Room Count																			
	No. of Units	GLA	Total	Bed	Bath	No. of Units	Total	Bed	Bath	No. of Units	Total	Bed	Bath	No. of Units	Total	Bed	Bath			
	1	1815	8	2	2	1	7	3	1.5	20,000	1	5	2	1	40,000	1	6	3	3	(40,000)
	1	1105	5	2	1	1	8	3	1		1	4	1	1		1	3	1	1	
Total	2	2720	11	4	3	2	13	6	2.5		2	9	3	2		2	9	4	4	
Parking Spaces/Storage Area	0 Parking Spaces In Lieu Of Storage Area				0	20,000	2	(60,000)		2	(60,000)									
Nat Adj. (total)						(296,000)					41,000									4,000
ADJ. SALES PRICE		\$2,375,000				\$2,414,000					\$2,436,000									\$2,304,000
Adj. \$ Per Foot		\$973				\$898					\$898									\$847
REMARKS																				
The subject's property features were based on listing data, recent building permits and plans with completed DBI permits as of the subject's valuation date & a taxpayer supplied appraisal report. The lower unit was recently updated with a relocated kitchen & bath and a new basement living area with new infill area and connecting internal stairs. Further, a newly converted storage area was given some value on the parking space line item for the subject's storage area amenity.																				
Site size adj. warranted for all comps and was adj. at \$30/sf; GBA adj. warranted on all comps and adj. at \$300/sf. Full bath adj. based on \$40,000 each. Half bath adj. based at \$20,000 each. Comp #1 was considered in overall inferior condition to the subject's property condition. Comp #1 was adj. at 5% of the sales price to account for the condition variance. Parking space adj. based at \$40,000 each. The subject's storage area was given a value of \$20,000. This amount was taken into account on the Parking Spaces/Storage Area line item in the grid above.																				
All comparables were given equal consideration in the final value conclusion. All comps bracket the sales prices and adj. sales prices of the subject's FMV conclusion.																				
THE ESTIMATED MARKET VALUE AS OF																				
						1-Jul-17				IS						Land				\$1,425,000
																Improvements				\$950,000
																TOTAL				\$2,375,000

2599



## SAN FRANCISCO PLANNING DEPARTMENT

### PRE-APPROVAL INSPECTION REPORT

*Report Date:* May 31, 2017  
*Inspection Date:* May 17, 2017; 5:15pm  
*Case No.:* 2017-004959MLS  
*Project Address:* 60-62 Carmelita Street  
*Zoning:* RH-2 (Residential-House-Two Family)  
*Height & Bulk:* 40-X  
*Block/Lot:* 0864/014  
*Eligibility:* Duboce Park Historic District Contributor  
*Property Owner:* Patrick Mooney  
Stephen G. Tom  
*Address:* 62 Carmelita Street  
San Francisco, CA 94117  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
[tim.frye@sfgov.org](mailto:tim.frye@sfgov.org)

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

#### PRE-INSPECTION

☒ Application fee paid

☐ Record of calls or e-mails to applicant to schedule pre-contract inspection

5/10/17: email property owner to schedule site inspection

5/11/17: email to confirm site inspection

### INSPECTION OVERVIEW

Date and time of inspection: May 17, 2017; 5:15pm

Parties present: Patrick Mooney (property owner), Shannon Ferguson and Ali Kirby (SF Planning)

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

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

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

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: Garage; maintenance plan for exterior and terrazzo steps needed  |
| <input type="checkbox"/> Yes            | <input type="checkbox"/> 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: n/a |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Conditions for approval? If yes, see below.   |

**Mills Act Pre-Approval Inspection Report**  
**May 31, 2017**

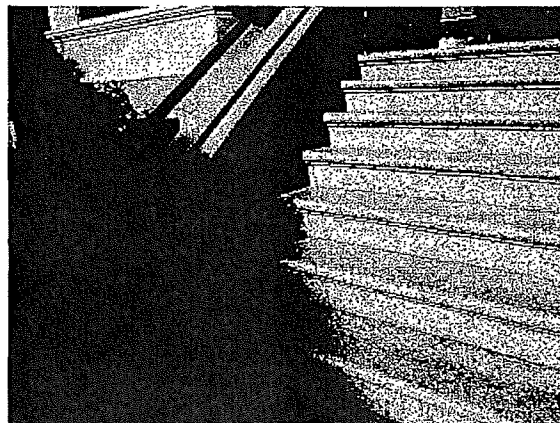
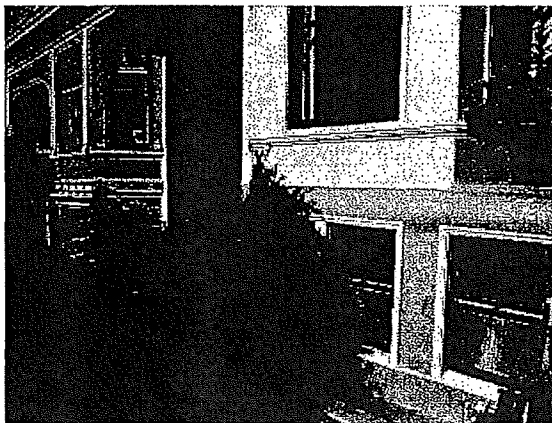
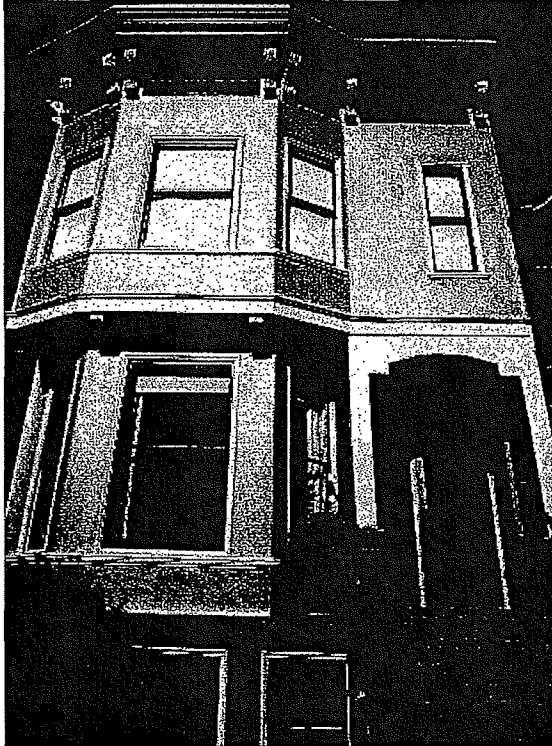
**Case Number 2017-004959MLS**  
**60-62 Carmelita Street**

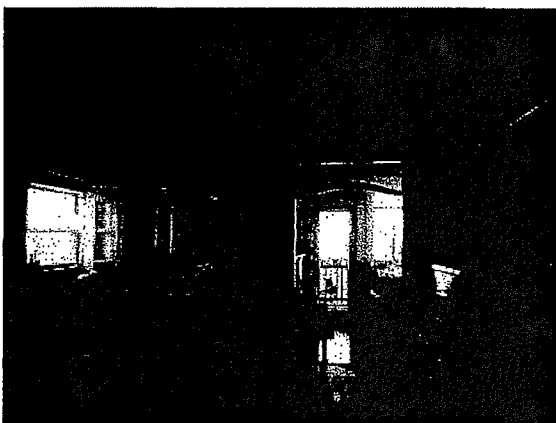
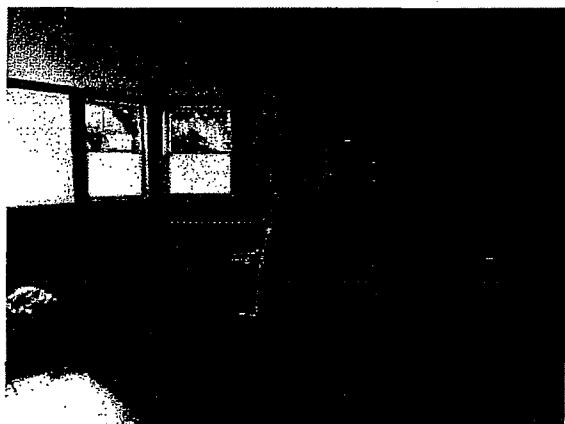
**NOTES AND RECOMMENDATIONS**

**CONDITIONS FOR APPROVAL**

Remove garage from Rehabilitation plan. Maintenance plan must include inspection and repairs as necessary of stucco cladding on façade, wood siding on elevations, and terrazzo steps.

PHOTOGRAPHS





## PATRICK MOONEY & STEVE TOM

62 CARMELITA STREET, SAN FRANCISCO, CA 94117 415.255.4892 email: pmmsfo@gmail.com

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April 9, 2017

San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

VIA: USPS Certified/Return receipt mail

RE: Mills Application/Contract/Support documents for 60-62 Carmelita Street, San Francisco, CA 94117

To whom it may concern:

Please find the previously mentioned executed Mills Application and Contract for 60-62 Carmelita Street, San Francisco, CA 94117 for your perusal and follow through. In addition, please find the following enclosed:

- CD containing electronic images of the previously mentioned Application and Contract.
- Two checks:
  - Mills Application Fees in the amount of \$2,774.00 made payable to San Francisco Planning Department
  - Recording Fees in the amount of \$57.00 made payable to Office of the Assessor-Recorder
- Draft Rehabilitation/Restoration and Maintenance Plans
- Photographic Documentation
- Site Plan
- Tax Bills
- Rental Income Information
- Preliminary Change of Ownership Report

Should you have any questions or need any additional assistance to process this application, please do not hesitate to contact us.

Sincerely,

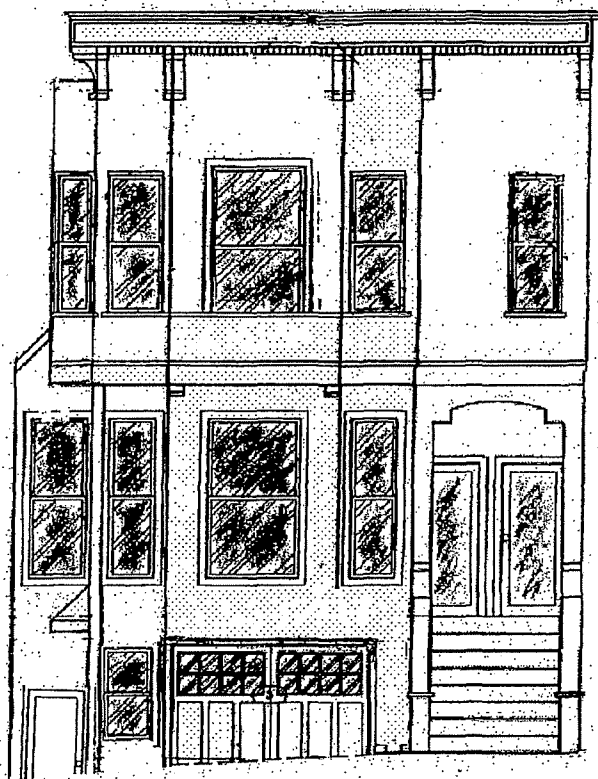


Patrick M. Mooney

Enclosures

**60-62 Carmelita Street, San Francisco**

**Mills Act Application**





# MILLS ACT HISTORICAL PROPERTY CONTRACT

## Application Checklist:

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

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

Mills Act Application

## **MILLS ACT APPLICATION**

# APPLICATION FOR Mills Act Historical Property Contract

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

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

PROPERTY OWNER 1 NAME:

Patrick M. Mooney

PROPERTY OWNER 1 ADDRESS:

62 Carmelita Street  
San Francisco, CA 94117

PROPERTY OWNER 2 NAME:

Steve G. Tom

PROPERTY OWNER 2 ADDRESS:

62 Carmelita Street  
San Francisco, CA 94117

PROPERTY OWNER 3 NAME:

N/A

PROPERTY OWNER 3 ADDRESS:

TELEPHONE:

415 255-4892

EMAIL:

pmmso@gmail.com

TELEPHONE:

415 255-4892

EMAIL:

stomsfe@gmail.com

TELEPHONE:

415 255-4892

EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS:

60-62 Carmelita Street, CA

ZIP CODE:

94117

PROPERTY PURCHASE DATE:

9/18/2015

ASSESSOR BLOCK/LOT(S):

0564/014

MOST RECENT ASSESSED VALUE:

\$1,681,134

ZONING DISTRICT:

RH-2 40-X

Are taxes on all property owned within the City and County of San Francisco paid to date?

YES ☒ NO ☐

Is the entire property owner-occupied?

YES ☐ NO ☒

If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.

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

YES ☐ NO ☒

If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.

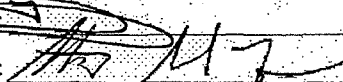
Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection?

YES ☐ NO ☒

If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.

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

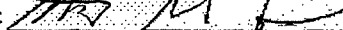
Owner Signature:



Date:

3/31/2017

Owner Signature:



Date:

3/31/2017

Owner Signature:

Date:

### 3. Property Value Eligibility:

Choose one of the following options:

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

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

### Application for Exemption from Property Tax Valuation *N/A*

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

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history; or
2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair. (A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to meet this requirement.)

### 4. Property Tax Bill

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

PROPERTY OWNER NAMES:
<i>Patrick M. Mooney</i>
<i>Steve G. Tom</i>
MOST RECENT ASSESSED PROPERTY VALUE:
<i>\$1,681,134</i>
PROPERTY ADDRESS:
<i>60-62 Carmelita Street, San Francisco, CA 94117</i>

### 5. Other Information

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

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

Owner Signature: *[Signature]*

Date: *3/31/2017*

Owner Signature: *[Signature]*

Date: *3/31/2017*

Owner Signature: \_\_\_\_\_

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

## **MILLS ACT CONTRACT**

Recording Requested by,  
and when recorded, send notice to:  
Director of Planning  
1650 Mission Street  
San Francisco, California 94103-2414

## California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)

6062 Carmelita Street

PROPERTY ADDRESS

San Francisco, California

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Rance M. Mooney ("Owner/s").  
Steve & Tom

### RECITALS

Owners are the owners of the property located at 60-62 Carmelita Street, in San Francisco, California  
0864 1014 . The building located at 60-62 Carmelita Street

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

is designated as a City Landmark pursuant to Article 10 of Planning Code (e.g. "a City Landmark pursuant to Article 10 of the Planning Code") and is also known as the —

HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately Three hundred thousand dollars (\$300,000). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately Forty-two thousand dollars (\$42,000) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

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

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

Mills Act Application

### 1. Application of Mills Act.

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

### 2. Rehabilitation of the Historic Property.

Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein.

### 3. Maintenance.

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

### 4. Damage.

Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 14 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

### 5. Insurance.

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

## 6. Inspections.

Owners shall permit periodic examination of the exterior and interior of the Historic Property by representatives of the Historic Preservation Commission, the City's Assessor, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation, and the State Board of Equalization, upon seventy-two (72) hours advance notice, to monitor Owners' compliance with the terms of this Agreement. Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement as requested by any of the above-referenced representatives.

## 7. Term.

This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Initial Term"). As provided in Government Code section 50282, one year shall be added automatically to the Initial Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 10 herein.

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

If in any year after the Initial Term of this Agreement has expired either the Owners or the City desires not to renew this Agreement that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If in any year after the expiration of the Initial Term of the Agreement, either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the execution of the last renewal of the Agreement.

## 11. Payment of Fees.

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

## 12. Default.

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

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections as provided in Paragraph 6 herein;
- (e) Owners' termination of this Agreement during the Initial Term;
- (f) Owners' failure to pay any fees requested by the City as provided in Paragraph 11 herein;
- (g) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property; or
- (h) Owners' failure to comply with any other provision of this Agreement.



An event of default shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein and payment of the cancellation fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 14 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 13 herein prior to cancellation of this Agreement.

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or if it does not undertake and diligently pursue corrective action, to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 13 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

### 16. Indemnification.

The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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

19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement; and that each and all of the persons signing on behalf of the Owners are authorized to do so.

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

\_\_\_\_\_  
CARMEN CHU  
ASSESSOR-RECORDER  
CITY & COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOHN RAHAIM  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name  
DEPUTY CITY ATTORNEY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
3/23/2017  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
3/31/17  
Date

\_\_\_\_\_  
Patrick M. Mooney  
Print name  
OWNER

\_\_\_\_\_  
Stephen G. Tum  
Print name  
OWNER

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

Signature page  
and certificate  
bear embossment.

7. Notary Acknowledgment Form

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

State of California

County of: San Francisco

On: March 23, 2017 before me, Jennifer Kolto  
DATE INSERT NAME OF THE OFFICER


NOTARY PUBLIC personally appeared: Patrick Mooney  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

Jennifer Kolto  
SIGNATURE



(PLACE NOTARY SEAL ABOVE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, )  
 County of SAN FRANCISCO )  
 On APRIL 1st 2017 before me, L. TORTOLERO, NOTARY PUBLIC  
 Date Here Insert Name and Title of the Officer  
 personally appeared STEPHEN G. TOM  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: CLARENCE ACT HISTORICAL PROPERTY AGREEMENT Document Date: 3/21/17  
 Number of Pages: 7 Signer(s) Other Than Named Above: 4

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☒ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signature page  
 and certificate  
 bear embossment.

**EXHIBIT A:**  
**DRAFT REHABILITATION PLAN**

## 5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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

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

# <u>1</u> (Provide a scope number)	BUILDING FEATURE <u>Foundation seismic upgrade</u>
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
CONTRACT YEAR FOR WORK COMPLETION: <u>2016</u>	
TOTAL COST (rounded to nearest dollar): <u>\$198,000</u>	
DESCRIPTION OF WORK: <u>Building on original brick foundation that is 118 years old and in poor condition. Replace brick foundation with new seismically upgraded foundation after working with structural engineer and architect.</u>	

Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

# 2 (Provide a scope number) BUILDING FEATURE: Repair of dryrot damage + exterior painting  
 Rehab/Restoration ☒ Maintenance ☐ Completed ☒ Proposed ☐  
 CONTRACT YEAR WORK COMPLETION:  
2016  
 TOTAL COST (rounded to nearest dollar):  
\$41,800  
 DESCRIPTION OF WORK:  
Exterior of building in poor condition due to neglect. Repair dryrot damage and paint exterior after consulting with a Historical Color Consultant.

# 3 (Provide a scope number) BUILDING FEATURE: Repair terrazzo steps - reglaze/seal.  
 Rehab/Restoration ☒ Maintenance ☐ Completed ☒ Proposed ☐  
 CONTRACT YEAR WORK COMPLETION:  
2016  
 TOTAL COST (rounded to nearest dollar):  
\$3,200  
 DESCRIPTION OF WORK:  
Terrazzo steps in front of building in poor condition due to years of neglect. Reinforce supports under steps. Repair damaged steps. Reglaze - seal terrazzo steps and tile insets

# 4 (Provide a scope number) BUILDING FEATURE: Install garage  
 Rehab/Restoration ☒ Maintenance ☐ Completed ☐ Proposed ☒  
 CONTRACT YEAR WORK COMPLETION:  
2017  
 TOTAL COST (rounded to nearest dollar):  
\$37,000  
 DESCRIPTION OF WORK:  
Demolition and excavation of building. Install driveway with "Hollywood Landscaping strip", planters, historically accurate carriage doors and matching pilasters.



Draft Rehabilitation/Restoration/~~Maintenance~~ Plan (Continued)

# 5 (Provide a scope number)

BUILDING FEATURE:

Roof Replacement  
Gutter

Rehab/Restoration ☒

Maintenance ☐

Completed ☐

Proposed ☒

CONTRACT YEAR WORK COMPLETION:

2020

TOTAL COST (rounded to nearest dollar):

+ 20,000

DESCRIPTION OF WORK:

Replace roof & gutters

# \_\_\_\_\_ (Provide a scope number)

BUILDING FEATURE:

Rehab/Restoration ☐

Maintenance ☐

Completed ☐

Proposed ☐

CONTRACT YEAR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

# \_\_\_\_\_ (Provide a scope number)

BUILDING FEATURE:

Rehab/Restoration ☐

Maintenance ☐

Completed ☐

Proposed ☐

CONTRACT YEAR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

**REHABILITATION PLAN:**  
**SCOPE #1**  
**FOUNDATION REPLACEMENT-SEISMIC UPGRADE**

## ***CONSTRUCTION CONTRACT***

This Construction Contract (the "Contract") is made as of \_\_\_\_\_ 2015 (the "Effective Date") by and between Patrick Mooney & Steve Tom of PO Box 14322, San Francisco, California 94114, and BC United Construction, Inc. of 671 Orizaba Ave, San Francisco, California 94132.

BC United Construction, Inc. desires to provide Construction services to Patrick Mooney & Steve Tom and Patrick Mooney & Steve Tom desires to obtain such services from BC United Construction, Inc.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**Date this Contract was signed by Owner:** \_\_\_\_\_

**Any Notice of Cancellation can be sent to the Contractor at the following address:**

BC United Construction, Inc.  
671 Orizaba Ave  
San Francisco, California 94132  
995115

**You are entitled to a completely filled-in copy of this agreement, signed by both you and the contractor, before any work may be started.**

**1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.** Beginning on \_\_\_\_\_, 2015, BC United Construction, Inc. will provide to Patrick Mooney & Steve Tom the following services (collectively, the "Services"):

Site prep including perimeter fence, front wall protection, soft demo of basement level (with off haul) shoring as required, existing foundation removal and replacement with concrete perimeter foundation as specified, installation of steel as specified for basement level structure, framing of basement level, framing of stair structure to connect a basement level with lower unit,

- \* Please specify all building permit application numbers and permits issued.
- \* Please specify plans (designer name, date of plans, number of pages, specific sheet numbers, etc.)
- \* On plans, please outline work that is part of this contract.
- \* Please exclude HAZAMAT and all City permits and fees.

**Contract Price:** Owner agrees to pay Contractor \$198,000.00 for completing the Work described as the Project.

**Down Payment:** The down payment is \$1,000.00.

**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

**Schedule of Progress Payments:** The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

**Event Payment Amount – BC to confirm events and payment amounts**

**Demolition & Shoring        \$15,000.00**

Soft demolition of interior of basement level is complete and debris is hauled away and initial shoring is in place

**Excavation        \$40,000.00**

Excavation of basement level is complete and all dirt is hauled away.

**Foundation        \$50,000.00**

Perimeter Foundation and all grade beams formed & poured and inspections signed off

**Slab work        \$15,000.00**

All slabs work complete with inspections signed off

**Steel & framing        \$60,640.00**

All framing complete with steel beams installed and inspections signed off

**Final payment        \$16,360.00**

All appropriate inspections & signoffs complete

**2. SCOPE OF WORK.** BC United Construction, Inc. will provide all services, materials and labor for the construction of foundation level of 2-unit residential building described above at the property of Patrick Mooney & Steve Tom located at: 60-62 Carmelita St, San Francisco, California, 94117 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor, and all required tools and machinery needed for completion of construction.

BC United Construction, Inc. is only responsible for furnishing any building improvements related to construction of the foundation, but not related to landscaping, grading, walkways,

painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

**3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Patrick Mooney & Steve Tom will make available to BC United Construction, Inc. copies of all plans, specifications, drawings, blueprints, and similar construction documents necessary for BC United Construction, Inc. to provide the Services described herein. Such documents are identified in Exhibit " " Any such materials shall remain the property of Patrick Mooney & Steve Tom. BC United Construction, Inc. will promptly return all original materials (i.e. job cards) to Patrick Mooney & Steve Tom upon completion of the Services.

**4. COMPLIANCE WITH LAWS.** BC United Construction, Inc. shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, the federal Family and Medical Leave Act, the California Labor Code, the California Fair Employment and Housing Act, and the California Family Rights Act.

**5. WORK SITE.** Patrick Mooney & Steve Tom warrants that Patrick Mooney & Steve Tom owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Patrick Mooney & Steve Tom shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Patrick Mooney & Steve Tom's property will be clearly identified by stakes at all corners of the property. Patrick Mooney & Steve Tom shall maintain these stakes in proper position throughout construction.

**6. Section deleted**

**7. APPROXIMATE START AND COMPLETION DATES.** BC United Construction, Inc. shall commence the work to be performed within 10 days after full execution of this agreement and shall complete the work within 75 normal business days (excluding weekends and holidays). Time being of the essence of this contract, but any weather delays shall extend the work completion as required.

Upon completion of the project, Patrick Mooney & Steve Tom agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and Patrick Mooney & Steve Tom does not provide the Notice, BC United Construction, Inc. may sign the Notice of Completion on behalf of Patrick Mooney & Steve Tom.

**8. MECHANICS' LIEN WARNING.**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose

the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-Day Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Notice required by California Business and Professions Code § 7159(c)(4): When payment is made for any portion of the work performed, Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to § 3114 of the Civil Code for that portion of the work for which payment has been made.

**9. CHANGE ORDER.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**Notice required by California Business and Professions Code § 7159(e)(3):**

Owner may not require a contractor to perform extra work or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Owner unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- (1) The scope of work encompassed by the order,

- (2) The amount to be added or subtracted from the contract price, and
- (3) The effect the change order will have on progress payments or the completion date.

Failure of Contractor to comply with the requirements of this paragraph does not preclude the recovery of compensation for work based upon legal or equitable remedies designed to prevent unjust enrichment.

**10. PERMITS.** Patrick Mooney & Steve Tom shall obtain all necessary building permits. BC United Construction, Inc. shall apply for and obtain any licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to BC United Construction, Inc. under this Contract.

**11. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).**

This Contractor carries commercial general liability insurance written by Kinsale Insurance Company. You may call the insurance company at 415-386-2283 to check the contractor's insurance coverage.

**12. WORKERS COMPENSATION INSURANCE.**

This Contractor carries workers' compensation insurance for all employees. A notice concerning workers' compensation insurance is attached to this contract.

**13. INSURANCE.** Before work begins under this Contract, BC United Construction, Inc. shall furnish certificates of insurance to Patrick Mooney & Steve Tom substantiating that BC United Construction, Inc. has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of California and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

**14. CONFIDENTIALITY.** BC United Construction, Inc., and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of BC United Construction, Inc., or divulge, disclose, or communicate in any manner, any information that is proprietary to Patrick Mooney & Steve Tom. BC United Construction, Inc. and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, BC United Construction, Inc. will return to Patrick Mooney & Steve Tom all original records, notes, documentation and other items that were used, created, or controlled by BC United Construction, Inc. during the term of this Contract.

**15. INDEMNIFICATION.** With the exception that this Section shall not to be construed to require indemnification by BC United Construction, Inc. to a greater extent than permitted under the public policy of the State of California, BC United Construction, Inc. shall indemnify Patrick

Mooney & Steve Tom against, hold it harmless from and defend Patrick Mooney & Steve Tom from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with BC United Construction, Inc.'s negligence or willful misconduct in performing the Services under this Contract.

**16. WARRANTY.** BC United Construction, Inc. shall provide its services and meet its obligations under this Contract in a Tomely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in BC United Construction, Inc.'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to BC United Construction, Inc. on similar projects. BC United Construction, Inc. shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by BC United Construction, Inc. and Patrick Mooney & Steve Tom.

**17. FREE ACCESS TO WORKSITE.** Patrick Mooney & Steve Tom will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. BC United Construction, Inc. will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. BC United Construction, Inc. also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

**18. UTILITIES.** Patrick Mooney & Steve Tom shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Patrick Mooney & Steve Tom shall, at Patrick Mooney & Steve Tom's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all Times maintain sewage disposal and water lines during construction as applicable. Patrick Mooney & Steve Tom shall permit BC United Construction, Inc. to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

**19. INSPECTION.** Patrick Mooney & Steve Tom shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately in writing. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Patrick Mooney & Steve Tom's expense.

**20. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Patrick Mooney & Steve Tom to make a required payment when due.



- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Patrick Mooney & Steve Tom to make the building site available or the failure of BC United Construction, Inc. to deliver the Services in the Time and manner provided for in this Contract.

**21. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have Ten days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in Ten days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such Time period shall result in the automatic termination of this Contract.

**22. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**23. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's

award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**24. ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

This Contract is a complete and exclusive statement of the terms of the Contract between the Parties, as provided for under section 1856, subdivision (b), of the California Code of Civil Procedure, except in so far as documents are required to be completed to give effect to the terms of this Contract.

**25. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**26. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by each party.

**27. GOVERNING LAW.** This Contract shall be construed in accordance with, and governed by the laws of the State of California, without regard to any choice of law provisions of California or any other jurisdiction.

**28. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**29. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**30. INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB).**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

**31. SIGNATORIES.** This Contract shall be signed by Patrick Mooney & Steve Tom and by BC United Construction, Inc. by Bing Chen, Owner (Contractor's License: 995115) and shall be effective as of the date first written above.

**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

**The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a notice of Three-Day Right to Cancel.**

Owner's Initials \_\_\_\_\_

This agreement is entered into as of the date written below.

Contractors are required by laws of the State of California to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the California Department of Consumer Affairs, Contractors State License Board.

Owner:

By: \_\_\_\_\_  
Patrick Mooney & Steve Tom

Contractor:  
BC United Construction, Inc.

Contractor's License: 995115

By: \_\_\_\_\_  
Bing Chen  
Owner

### California Home Improvement Contract - Change Order Form

Contractor Name: \_\_\_\_\_

(License Number: \_\_\_\_\_)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name of Salesperson: \_\_\_\_\_

(Registration Number of Salesperson: \_\_\_\_\_)

Owner Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ and  
dated (Date) \_\_\_\_\_ agree that the contract

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ is incorporated by reference in its entirety into this California Home Improvement Change Order and is changed as described below.

**Description of the Change and Description of the Significant Materials to be Used and Equipment to be Installed Under this Change.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ This change adds the following amount to the Contract Price: \$ \_\_\_\_\_

☐ This change reduces the Contract Price by the following amount: \$ \_\_\_\_\_

☐ Finance charge (if any) that results from this change: \$ \_\_\_\_\_

☐ Effect this order will have on the Schedule of Progress Payments: \_\_\_\_\_

Payments due under this agreement are hereby adjusted to reflect this change in the Contract Price.

Payment for this change shall become due: (Date) \_\_\_\_/\_\_\_\_/\_\_\_\_.

Completion date of Work under this agreement, including this Change Order, is adjusted to: (Date) \_\_\_\_/\_\_\_\_/\_\_\_\_.

#### Note about Extra Work and Change Orders

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You

are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

_____ Owner's Signature	_____ Date	_____ /_____ /_____
_____ Owner's Signature	_____ Date	_____ /_____ /_____
_____ Contractor's Signature	_____ Date	_____ /_____ /_____

**Notice of Three-Day Right to Cancel**

November 25, 2015

**You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

**If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of the Notice of Cancellation, or any other written notice to:**

BC United Construction, Inc.  
671 Orizaba Ave  
San Francisco, California 94132

**not later than midnight of (Date) \_\_\_\_/\_\_\_\_/\_\_\_\_**

**California Business and Professions Code Section § 7159 requires that this form be signed and dated when the contract is signed.**

**My signature below acknowledges receipt of this Notice of Three-Day Right to Cancel and two copies of the form Notice of Cancellation.**

\_\_\_\_\_  
**Signature of Owner    Date**

November 25, 2015

**Notice of Cancellation (California Business & Professions Code § 7159)**

November 25, 2015

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

BC United Construction, Inc.  
671 Orizaba Ave  
San Francisco, California 94132

Any cancellation must occur no later than midnight of  
(Date) \_\_\_\_/\_\_\_\_/\_\_\_\_.

I hereby cancel this transaction:

Date of cancellation (Date) \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Buyer

**Notice of Cancellation (California Business & Professions Code § 7159)**

November 25, 2015

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

BC United Construction, Inc.  
671 Orizaba Ave  
San Francisco, California 94132

Any cancellation must occur no later than midnight of  
(Date) \_\_\_\_/\_\_\_\_/\_\_\_\_.

I hereby cancel this transaction:

Date of cancellation (Date) \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Buyer



**Attachment A**

The following terms & conditions are incorporated into the Contract between the parties dated \_\_\_\_\_ 2015 and made a part thereof.

Additional requirements for progress/final payment(s):

- BC United Construction, Inc. hereafter referred to as "Contractor" warrants that title to all work covered by progress payment will pass to the Patrick Mooney and Steve Tom or their appointed designee, here after referred to as "Owners" no later than the time of payment. The Contractor warrants that upon submittal of progress payment or final payment, all work for which progress payment or final payment have been previously issued and payments received from the Owners shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to Owner's interest.
- Once Owners have made payment to Contractor, Contractor shall promptly pay each subcontractor and supplier an amount determined in accordance with the terms of the applicable subcontractors orders.
- Owners shall not have any responsibility for payments to a subcontractor or supplier.
- A progress payment, or partial or entire use or occupancy of the Worksite by the Owners shall not constitute acceptance of work not in accordance with the requirements of the Plans, Specifications and Construction Documents.
- The Contractor shall promptly correct work rejected by the Owners as failing to conform to the requirements of the Plans, Specifications and Construction Documents. The Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement and additional testing. If the Contractor fails to correct nonconforming work within a reasonable time, the Owners may correct the nonconforming work at their sole option and deduct any and all costs from any outstanding balance owed to Contractor by Owner.
- When Contractor submits to Owners request for Final payment,

Contractor shall also submit to the Owners releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of said Construction Contract.

- Acceptance of Final payment by Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Final payment.

**Miscellaneous other provisions:**

- Neither Owners nor Contractor shall assign the Construction Contract as a whole without the written consent of the other.
- The Contractor shall keep the Worksite and surrounding area free from accumulation of debris and trash related to the work. At the completion of the work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.
- Contractor shall make best efforts to enforce with all crew, subcontractors, materials vendors, suppliers, etc. not to park, stop, place equipment, unload vehicle or otherwise impede any neighbor's access to their driveway. Contractor understands that the aforementioned acts could have adverse implications on relations between Owner and neighbors of the worksite.
- Work and Delivery hours shall be limited to the following periods each week:
  - o Monday-Friday 8AM-5PM
  - o Saturday 9 AM-4PM, if requested by Contractor and needed to make up schedule for weather delays. Requests will need to be made 48 hours in advance to properly notify tenants and neighbors of Saturday work.

Contractor understands that the work occurring outside of these Work and Delivery hours could have adverse implications on relations between Owner and neighbors of the worksite.

- Contractor shall make best efforts to ensure that worksite is secured at the end of workday, that the tradesman corridor (a secondary means of egress from the residential dwelling units in the building) leading from the backyard to the street is safe and completely free of construction materials and debris.

**ACKNOWLEDGED AND UNDERSTOOD**

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**CONTRACTOR**

**DATE**

Bing Chen  
BC United Construction Co

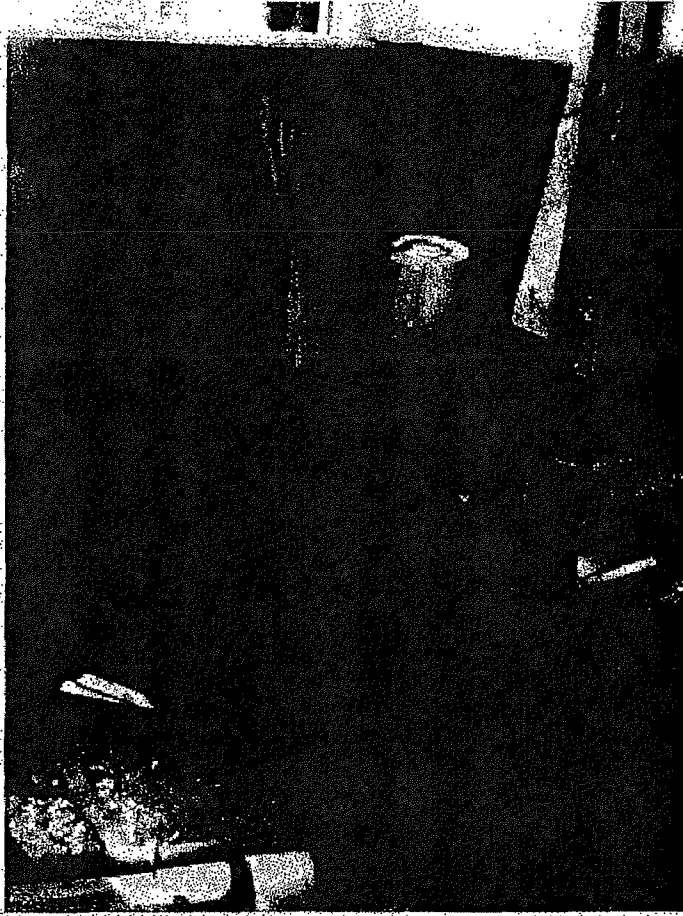
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**OWNERS**

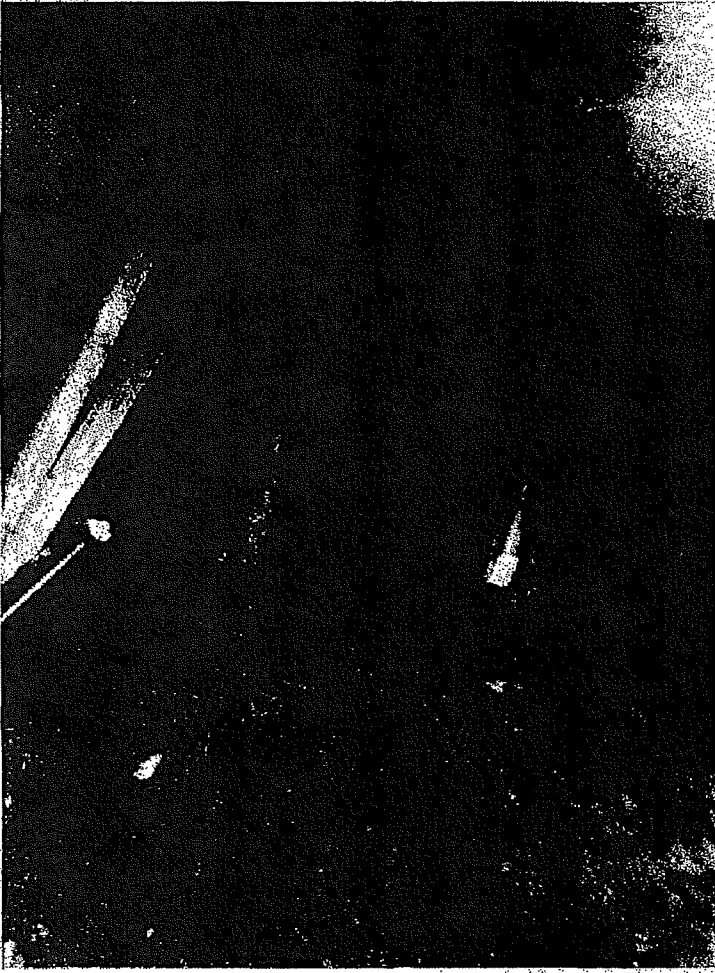
**DATE**

Patrick Mooney      Steve Tom

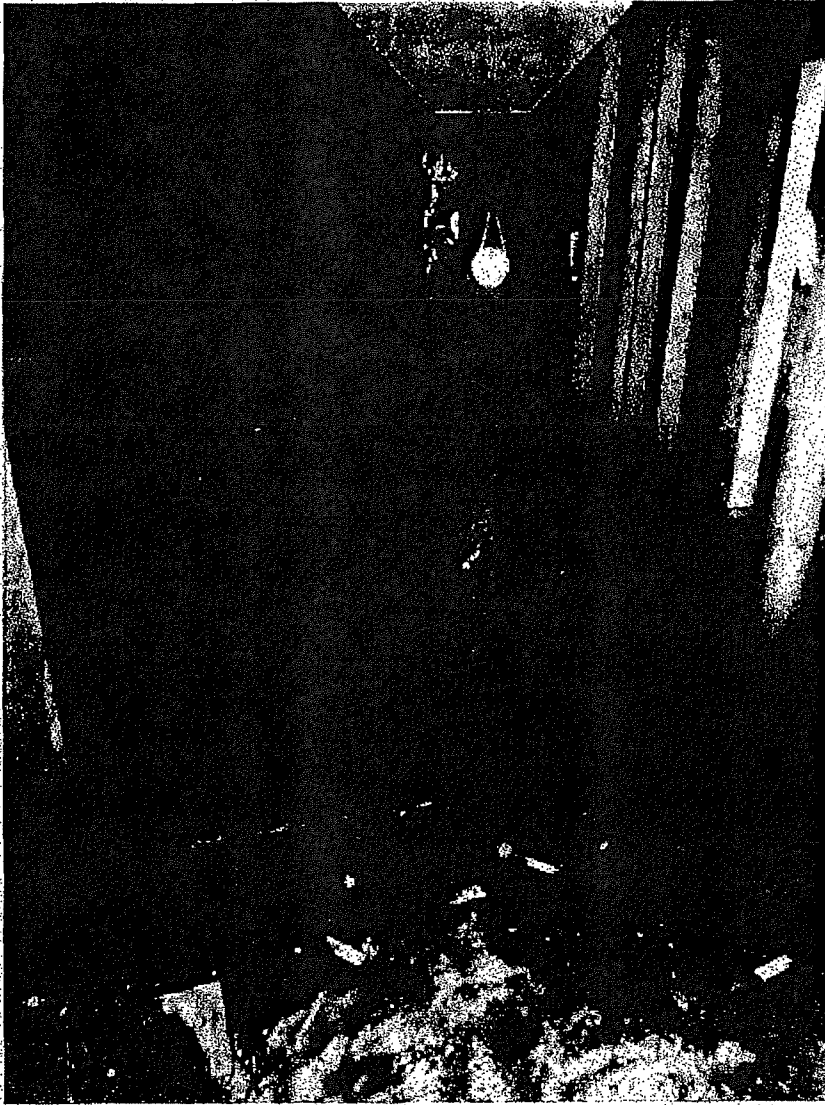
**Project: Foundation replacement from brick to seismic reinforced**

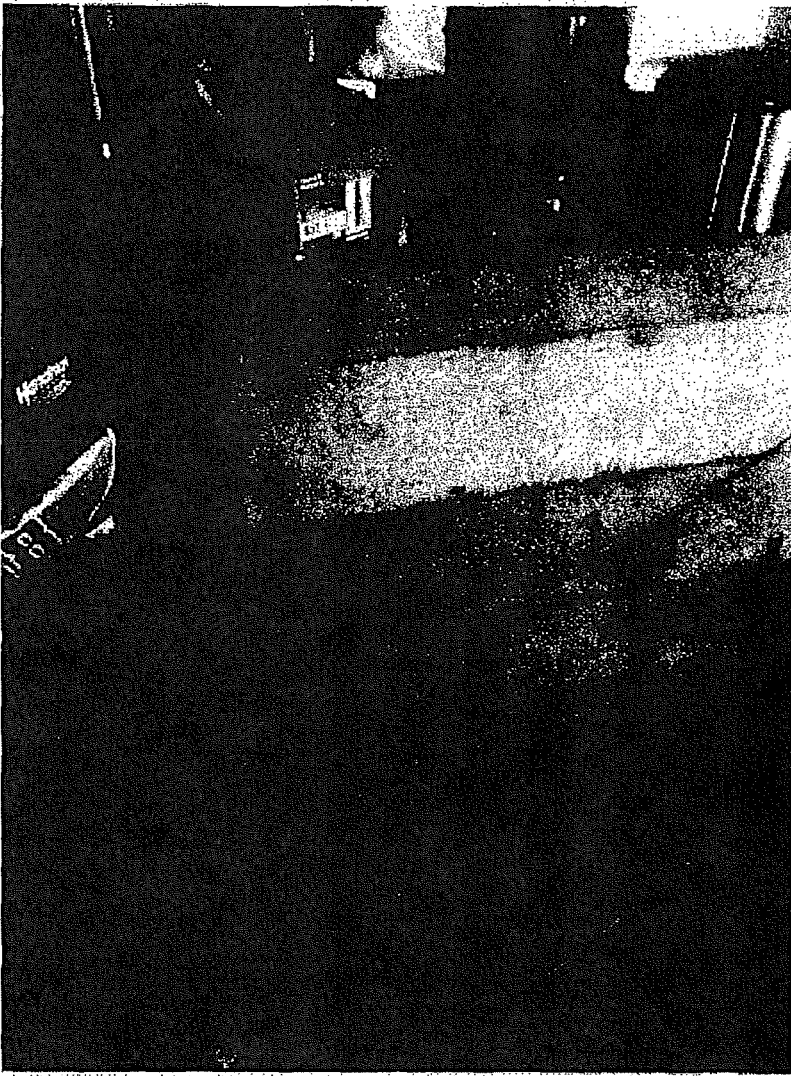


**Original 119 year old brick foundation**



**Installation of new seismically reinforced foundation**





**REHABILITATION PLAN:**

**SCOPE #2**

**REPAIR OF DRYROT DAMAGE & EXTERIOR PAINTING OF  
BUILDING**





Steve And Patrick Mooney-Tom <6062carmelita@gmail.com>

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**Re: Color consultation?**

1 message

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drcolor@drcolor.com <drcolor@drcolor.com>

Sun, May 1, 2016 at 7:31 PM

Reply-To: drcolor@drcolor.com

To: Steve And Patrick Mooney-Tom <6062carmelita@gmail.com>

Steve & Patrick:

What style of architecture and when was it built? Very simple is \$400, and more complex is \$800. I show you color options, and you decide how to proceed. My web is drcolor.com I have time to meet this coming week. I know how to sort it out and make your place look great!

Best, DrColor 415-922-7444

On Sun, 01 May 2016 17:33:14 -0700, Steve And Patrick Mooney-Tom <6062carmelita@gmail.com> wrote:

Hello Mr. Buckter -

We just read your interview on Hoodline and are interested in a color consultation. We have just bought a two unit building at 60-62 Carmelita Street in the lower Haight. We don't particularly like the current colors and have been testing various color schemes on paper. How much do you charge for color consultation?

Steve and Patrick

Sent from BlueMail

## **Winning Colors**

This agreement is made on June 7, 2016 between Patrick Mooney, owner, of the property located at 60-62 Carmelita Street in the city and county of San Francisco and Winning Colors C33 License # 703759 with the mailing address of 850 South Van Ness San Francisco Ca. 94110

### **Intent of the Project**

We propose to do the exterior painting and restoration on the above mentioned residential property

### **Scope of Work**

All work will be performed by skilled tradesmen, under the project management of Nita Riccardi, who is licensed by the California Department of Health to supervise the safe handling of lead paint prevalent in older buildings.

- Work to include all previously painted surfaces at 4 elevations.  
Paint scope to include extensive surface preparation using lead safe practices and personal protection equipment.
- Painter will clean all surfaces to remove contaminants that may adversely interfere with paint adhesion or performance.
- Painter will plastic windows to prevent dust migration and contamination
- Painter will provide portable toilet including cleaning area for workers health and safety
- remove all loose peeling paint, dirt and debris from surfaces. Scrape all loose and
- peeling paint from surfaces to be painted and sand-scuff metal on doors as necessary.
- Prime all bare or new surfaces to be painted using appropriate primers.
- Re-caulk or repair as needed all previously caulked cracks, joints, windows, doors, etc.
- Nail all protruding nails and wood surfaces flush and secure.
- Repaint all stucco, trim & doors specifying materials used and application.
- Repaint all metal surfaces specifying materials used and application.
- Protect all surfaces not getting painted from paint at all times.
- All colors and sheens to be pre-approved
- Minimum warranty of 5 years labor/workmanship/material.
  
- Painter will detail wet scrape surfaces, inspect areas of dry rot for repair or replacement. Painter will remove old or deteriorated compounds and replace with wood epoxy.
- All windows will be re-glazed as needed.
- Rusted nails will be chemically treated with a rust converter or removed and replaced with stainless steel screws.
- All loose siding will be secured with stainless steel screws.
- Siding will be sanding using HEPA vacuum attachment that is E.P.A. and OSHA compliant.
- All work will be completed in compliance with Title 29 OSHA( Lead in Construction Standard )
- All window glass cleaned upon completion.
- Painter will caulk all joints and around windows and prep and prime all surfaces to be painted.

- Two finish coats will be applied without runs sags, holidays, skips, strokmarks, or other defects as specified by Industrial Quality Standards.
- **Filling & Caulking;** all sealants will be used to caulk around windows and vertical joints, glazing will be used to fill windows, and all wood repairs will be completed using a two-part repair system. Concrete repairs will be completed using a Sika concrete repair methodology. Spall work will require additional methods
- **Window Frame - Repair, Preparation and Painting** wood will be inspected, detailed sanded and prepped included new glazing, attention will be given to sills and horizontal surfaces. Rusted nails will be chemically treated with a rust converter or removed and replaced with stainless steel screws. All window openings will be sealed until prep work is completed in order to comply with EPA and prevent dust migration into the living spaces. Painter will inspect windows for dry rot or replacement and restore with wood epoxy. All new wood will receive clear epoxy coating. All window glass cleaned upon completion.
- **Filling & Caulking;** all sealants will be used to caulk around windows and vertical joints, glazing will be used to fill windows, and all wood repairs will be completed using a two-part repair system. Concrete repairs will be completed using a Sika concrete repair methodology. Spall work will require additional methods
- **Window Frame - Repair, Preparation and Painting** wood will be inspected, detailed sanded and prepped included new glazing, attention will be given to sills and horizontal surfaces. Rusted nails will be chemically treated with a rust converter or removed and replaced with stainless steel screws. All window openings will be sealed until prep work is completed in order to comply with EPA and prevent dust migration into the living spaces. Painter will inspect windows for dry rot or replacement and restore with wood epoxy. All new wood will receive clear epoxy coating. All window glass cleaned upon completion.

#### Materials

- Urethane caulk or Sika Flex sealants used for all joints and around windows.
- A rust inhibiting primer used on metal surfaces.
- All new metal will be etched before primer applications.
- At least two finish coats of the highest quality 100% acrylic as specified by owner

#### Contract Base Bid Sum

The owners will pay the Contract base painting price of twenty-seven-five-hundred ( \$41,000).

Scaffolding is included

Stripping work is included ( 40 hrs )

All other carpentry will be charged at 65hr plus materials. ( wood replacements, flashing, tile )

**Progress Payments**

Payments will be due in accordance with payment schedule. Painter will furnish owner an unconditional lien release for any claim or mechanics lien pursuant to section 3114 of the civil code for that portion of the work for which payment has been made. In the event of non-payment a contractor has the right to place a lien on the property.

**Enumeration of Contract Documents**

The contract documents, except for modifications issued after execution of this agreement, are enumerated as follows:

Payment schedule as follows:

First payment of \$1000 due upon acceptance

The balance will be divided into 3 payments

**Insurances**

Upon acceptance of this agreement, the contractor shall provide the following certificates of insurance:

1. General Liability and Property Damage
2. Workers Compensation Insurance

**Right to Rescind**

The contract may be terminated by either party as provided by the State Construction laws and the Federal Arbitration Act.

Owner has the right to a completely filled in copy of this agreement, signed by both parties before any work may be started.

**Commencement of Work**

Estimated time to complete project: 4 weeks

This price is valid for 30 days.

**Painter: Winning Colors**

**OWNER: Patrick Mooney**

\_\_\_\_\_

-----

**REHABILITATION PLAN:**

**SCOPE #3**

**REPAIR OF TERRAZZO STEPS & REPLAZING**

Proposal  
Rainbow Terrazzo Co.  
M. Sal Mayorga  
281 Dalewood Way  
San Francisco, Ca. 94127  
Home (415)566-6341  
Fax (415)665-5063  
Cell (415)652-8385

**Proposal Submitted To**

Patrick

**Address**

62 Carmelita Street

**State, & Zip Code**

San Francisco, Ca. 94117

**Phone**

(415)312-0799

**Date**

6-18-16

**Job Location**

**We hereby submit specifications and estimates for:**

Terrazzo Restoration: The caulking will be removed from the seams of the stairs. It will be replaced with *Quikrete* combined with *Profinish* and a bond for adhesion. The entire stairs and landing will be refinished. The landing will also be cleaned and buffed. The cracks on the steps will be patched with similar material; the outcome will look similar as the existing Terrazzo. After preparation, the area will be sealed with *Terrazzo and Concrete Sealer*.

Under the Stairs: Two steps will be fully supported with cinder blocks and concrete to help prevent further cracks.

**Total this job labor and materials: \$3,200.00**

**We propose hereby to furnish materials and labor-complete in accordance with above specifications for the sum of:**

Three Thousand Two Hundred Dollars---

and 00/100(\$3,200.00)

**Payment to be made as follows:**

To be paid when this job is completed

Authorization Signature

X

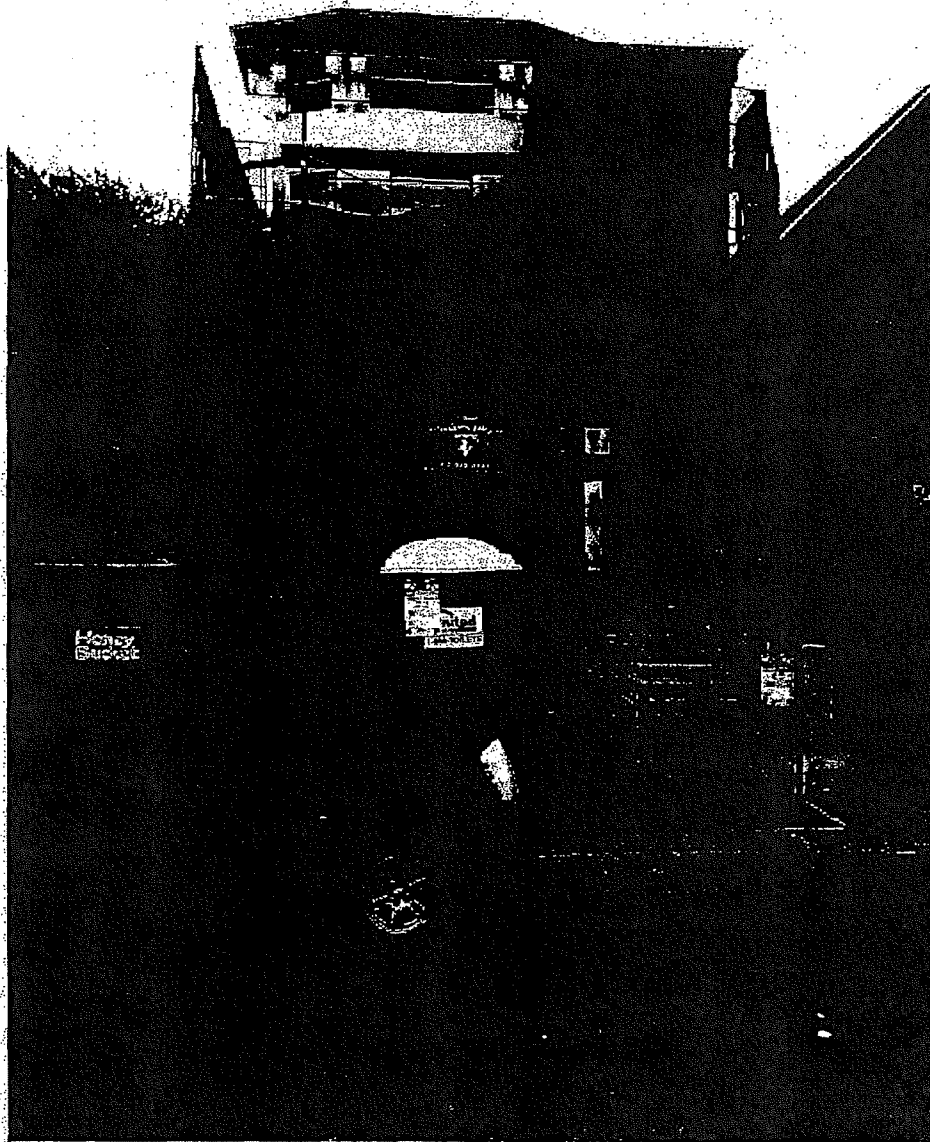
Note: This proposal may be withdrawn  
by us if not accepted with in 30 days

**Acceptance- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.**

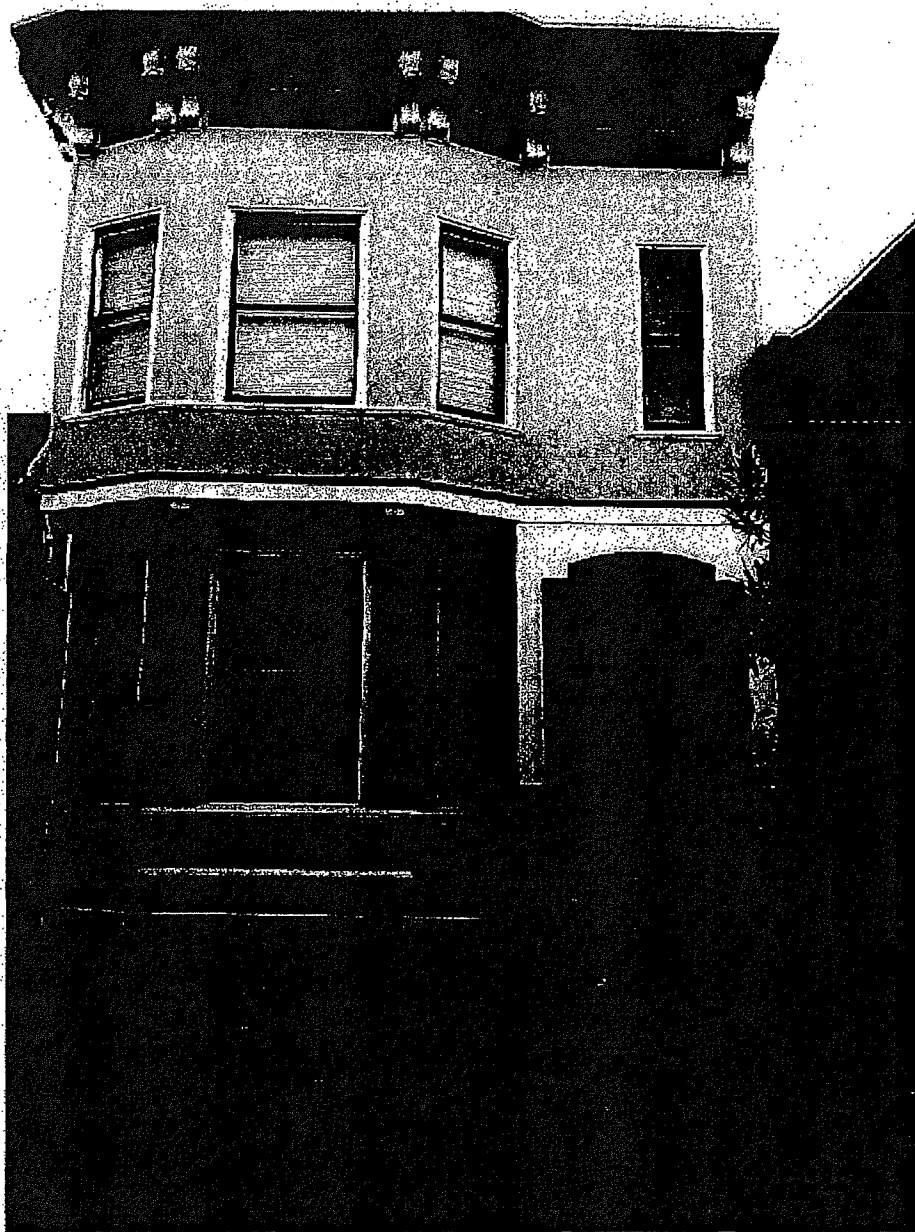
**DATE OF ACCEPTANCE \_\_\_\_\_ ADDRESS \_\_\_\_\_**

**SIGNATURE X \_\_\_\_\_**

Project: Exterior Painting repair of damaged siding/dryrot



During work



Completed project



**REHABILITATION PLAN:**  
**SCOPE #4**  
**INSTALL GARAGE AND CARRAGE DOORS**

# ESTIMATE

**AJ HANDYMAN**  
2010-2011 Best of Oakland CA Best Handyman

**Patrick Mooney**  
 62 Carmelita St  
 San Francisco, Ca 94117

**AJ Handyman**  
 391 Valencia st # 401  
 San Francisco, Ca 94103

(415) 255-4892

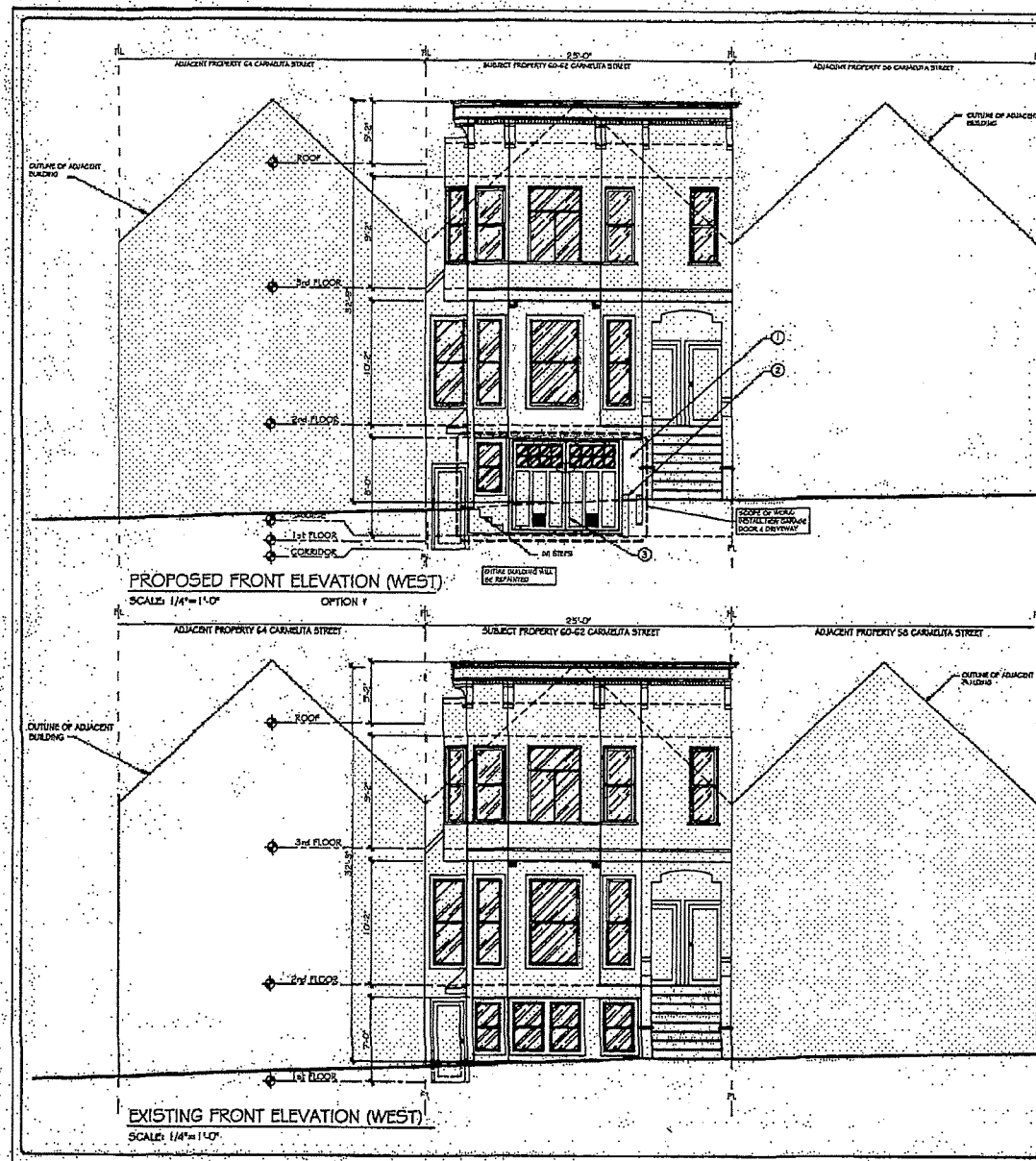
Phone: (415) 940-2541  
 Email: yalm.1987@gmail.com

Estimate # 000009  
 Date 03/20/2017  
 Business / Tax # 1028833

Description	Total
Demolition And Excavation	\$8,000.00
Demolition of the front wall of the building and the pony wall on the sidewalk. Excavation of all the require soil to meet the required angle for the driveway.	
Concrete Driveway	\$14,000.00
This includes all the concrete work required on the driveway and both of the planters (one on either side of the driveway ) and the concrete stairs.	
Framing	\$10,000.00
Framing the opening for the garage door and framing the matching pilasters (one on either side of the driveway). Patching the stucco to match with the rest of the building.	
Paint	\$5,000.00
Paint all the new work to match the existing paint.	
<b>Subtotal</b>	<b>\$37,000.00</b>
<b>Total</b>	<b>\$37,000.00</b>

AJ Handyman





STREET VIEW 1



STREET VIEW 2



FACADE DETAILS



**PROPOSED FACADE LEGEND**

1. MATCH TO SHOOTING STICKS AS REQUIRED  
2. 1/2" FINISHES  
3. 1/2" FINISHES  
4. 1/2" FINISHES  
5. 1/2" FINISHES  
6. 1/2" FINISHES  
7. 1/2" FINISHES  
8. 1/2" FINISHES  
9. 1/2" FINISHES  
10. 1/2" FINISHES

WWW.ONEDESIGNREMODEL.COM

1	RESPONSE TO PLANNING	08-22-10
2	REV. SUBMISSION	04-28-10
3	REV. TO RESPONSE TO PLANNING	10-05-10



EXISTING FRONT ELEVATION  
PROPOSED FRONT ELEVATION

CLIENT:  
MICHAEL TOM RENDE  
60-62 CARMELITA ST  
SAN FRANCISCO, CA

SCALE: 1/4"=1'-0"  
DATE: 04-19-10  
DRAWN: 1000  
JOB #: 1343

TITLE:  
NEW GARAGE  
60-62 CARMELITA ST  
SAN FRANCISCO, CA

DRAWING NO.:  
A3.1

# handcrafted wood doors

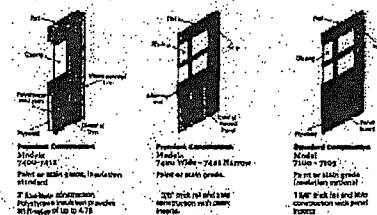
## 7000 Series

### architectural details for homes of distinction

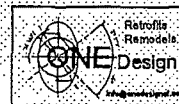
The 7000 Series wood doors combine the convenience of modern sectional doors with the classic appearance of swing-door carriage house style wood doors.

Our Amish craftsmen in Mt. Hope, Ohio, and our northwest wood artisans in Central Washington, hand-build beautiful wood doors to your specification with thorough attention to every detail.

#### door construction



#### GARAGE DOOR MANUFACTURERS DETAILS



1	RESPONSE TO RUMBLE	05-23-11
2	CONSTRUCTION PLANS	12-2-11
3	SEAL TO PREVIOUS AGENT	10-2-11



#### GARAGE DOOR MANUFACTURERS DETAILS

CLIENT MOOREY FOR RESIDENCE 60-43 CARMELITA ST SAN FRANCISCO, CA	SCALE DATE: 05-23-11 DRAWN: SMH JOB #: 1061
TITLE NEW GARAGE 60-43 CARMELITA ST SAN FRANCISCO, CA	DRAWING NO. A5.1

**REHABILITATION PLAN:**  
**SCOPE #5**  
**ROOF REPLACEMENT AND GUTTERS**

## ***SF Bay Construction Inc***

License #807049

236 West Portal Ave, Suite 843, San Francisco, CA 94127

415-425-1673 ~ Fax: 415-665-1246

July 13, 2016

**Client:**

60-62 Carmelita Street,  
San Francisco

**Prepared By:**

Niall Kenny

**Architect:**

**Job Description:**

Roof replacement

### **BID PROPOSAL** **FOR ROOF REPLACEMENT**

1. Strip and dispose of existing shingles, flet and plywood
2. Replace with new plywood, waterproofing and shingles.

**Total amount proposed -**

**\$20,000**

**Exclusions.** All public utility services marking; Permits; Permit fees; Special inspection fees; All work not included above.

Project should take approximately 3 weeks to complete depending on weather, material delivery delays, holidays and inspection schedule delays. Commencement of the project can start immediately once contract has been signed.

Should you request any additional information or would like to visit any of our ongoing or past projects please do not hesitate to call me at (415) 425-1673. Please visit our web site at [www.sfbayconstruction.com](http://www.sfbayconstruction.com) for some past projects that we have completed. List of references on request. All sub-contractors are insured and obtain all disability insurance as per CSLB. Proposal valid for 30 days.

**EXHIBIT B:**  
**DRAFT MAINTENANCE PLAN**



Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

# 6 (Provide a scope number)

BUILDING FEATURE: Windows

Rehab/Restoration ☐ Maintenance ☒ Completed ☐ Proposed ☒

CONTRACT YEAR WORK COMPLETION:

Every 5 years after 2016

TOTAL COST (rounded to nearest dollar):

\$5,000

DESCRIPTION OF WORK:

Window professional to inspect all windows. Check for dryrot, water damage, infiltration. Insure bottom sash of each window is operable. Replace ropes, parting bead, stops as required.

# 7 (Provide a scope number)

BUILDING FEATURE: Roof inspection & maintenance

Rehab/Restoration ☐ Maintenance ☒ Completed ☐ Proposed ☒

CONTRACT YEAR WORK COMPLETION:

Every two years after 2016

TOTAL COST (rounded to nearest dollar):

\$2,500

DESCRIPTION OF WORK:

Check roof for leaks, cracks and damage. Repair as needed. Clean gutters and downspouts.

# \_\_\_\_\_ (Provide a scope number)

BUILDING FEATURE:

Rehab/Restoration ☐ Maintenance ☐ Completed ☐ Proposed ☐

CONTRACT YEAR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

**MAINTENANCE PLAN:**

**SCOPE #6**

**WINDOW OPERATION & DRYROT DAMAGE REPAIRS**

Foxtail Hill Windows & Doors  
1428 Yosemite Ave., S.F.,  
(415) 822-8494 (TEL)  
(415) 822-8493 (FAX)

## **PROPOSAL**

Patrick Mooney  
DATE: 06/30/16  
License Number: #516029

### **SUBMITTED:**

Name: Patrick Mooney  
Address: 62 Carmelita Ave., San Francisco, CA

Job Location: 60 -62 Carmelita/Waller  
Job Phone: 312-0799 (pmmsfo@gmail.com)

### **SPECIFICATIONS & ESTIMATES:**

#### **Unit #62**

Make (7) existing bottom sash in operable – check for dry rot, new ropes, parting  
bead, stop, new satin nickel hardware - \$2240.00

#### **Unit #60**

Make (8) existing bottom sash in operable – check for dry rot new ropes, parting  
bead, stop, new satin nickel hardware - \$2760.00

**AUTHORIZED:**  
**AUTHORIZED SIGNATURE:**

**DATE: 06/30/16**  
**DATE:**

**MAINTENANCE PLAN:**

**SCOPE #7**

**ROOF INSPECTION/REPAIRS AND GUTTER CLEANING**

ESTIMATE



**AJ Handyman**

391 Valencia st # 401  
San Francisco, Ca 94103

Phone: (415) 940-2541  
Email: yalm.1987@gmail.com

**Patrick Mooney**

62 Carmelita St  
San Francisco, Ca 94117

(415) 255-4892

Business / Tax #

1028833

**Description**

**Total**

**Roof Maintenance**

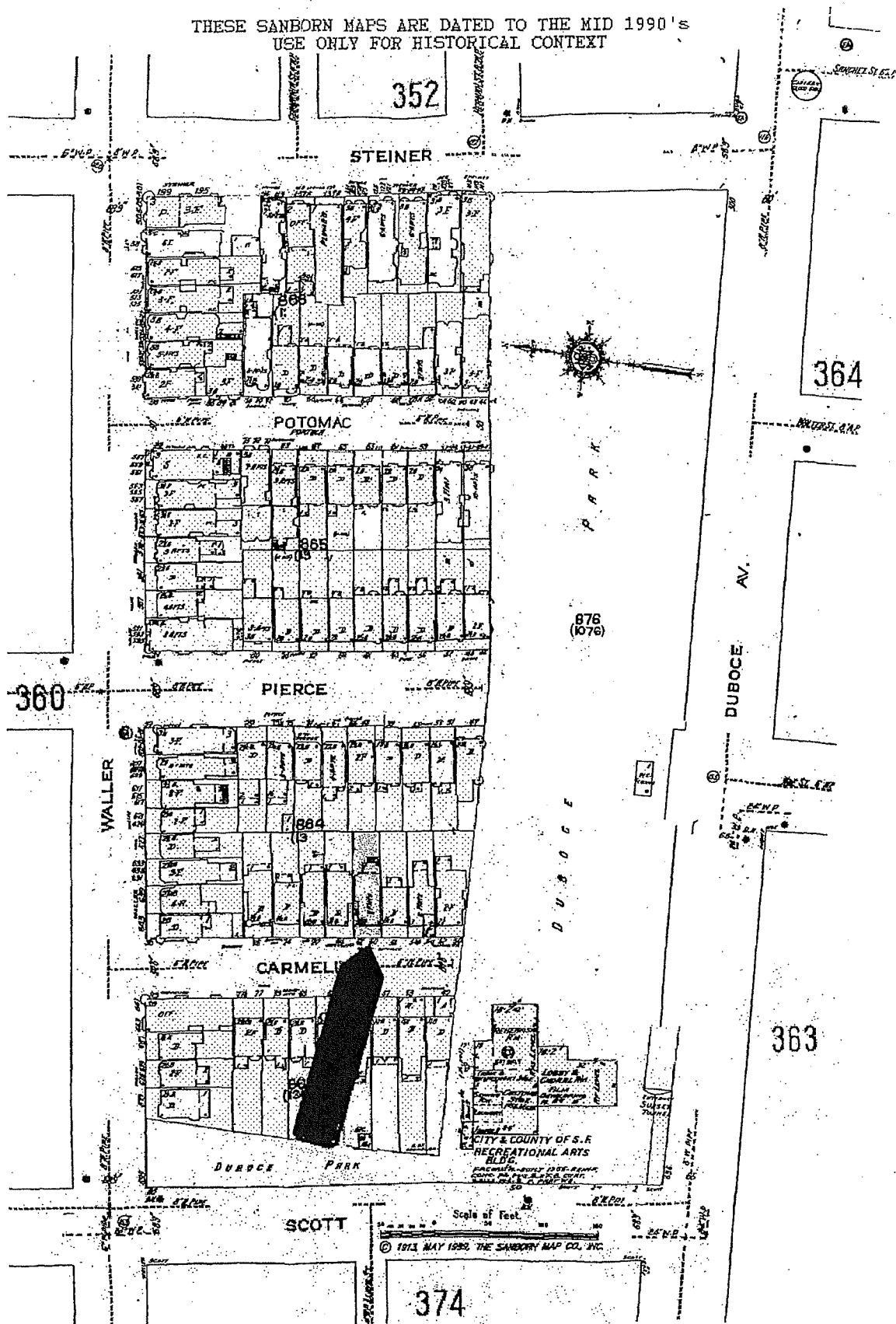
Inspect roof for leaks, cracks and damage to prevent leaking.  
Repair as needed.  
Clean gutters and downspouts.

\$2,500.00

AJ Handyman

## **SITE PLANS**

THESE SANBORN MAPS ARE DATED TO THE MID 1990's  
USE ONLY FOR HISTORICAL CONTEXT



**Property Location**

Address: 60-62 CARMELITAST

City: SAN FRANCISCO

Zip: 94117-3313

APNs: 0864-014

Use Code: Duplex

County: San Francisco

Tract: MARION

Census Tract: 167.00

Zone: RH2

Map Page/Grid: 667/61

Legal Desc: BLK 3 PART OF LOT 12

Percent Improvement: 30.00

**Physical Information**

Building Area: 2,300

# of Bedrooms: 2

Lot Size: 2,375

Additional: 0

# of Bathrooms: 3.00

Year Built / Effective: 1900 / 1960

Garage: 0

# of Stories: 2

Heating:

First Floor: 0

Total Rooms: 12

Cooling:

Second Floor: 0

# of Units: 3

Roof Type:

Third Floor: 0

Garage/Carport: /

Construction/Quality: Wood Frame / 0

Basement Finished: 0

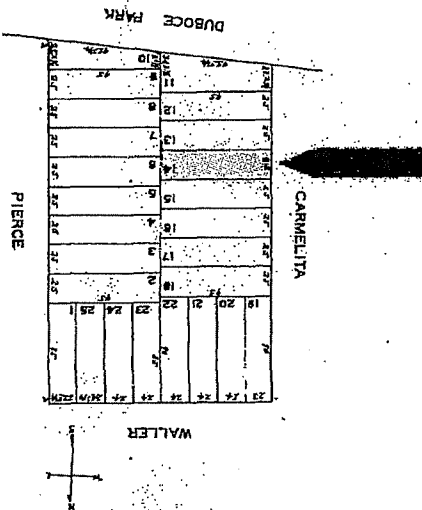
Fireplaces: 0

Building Shape:

Basement Unfinished: 51

Pool/Spa: No

View:



PLAT MAP

864

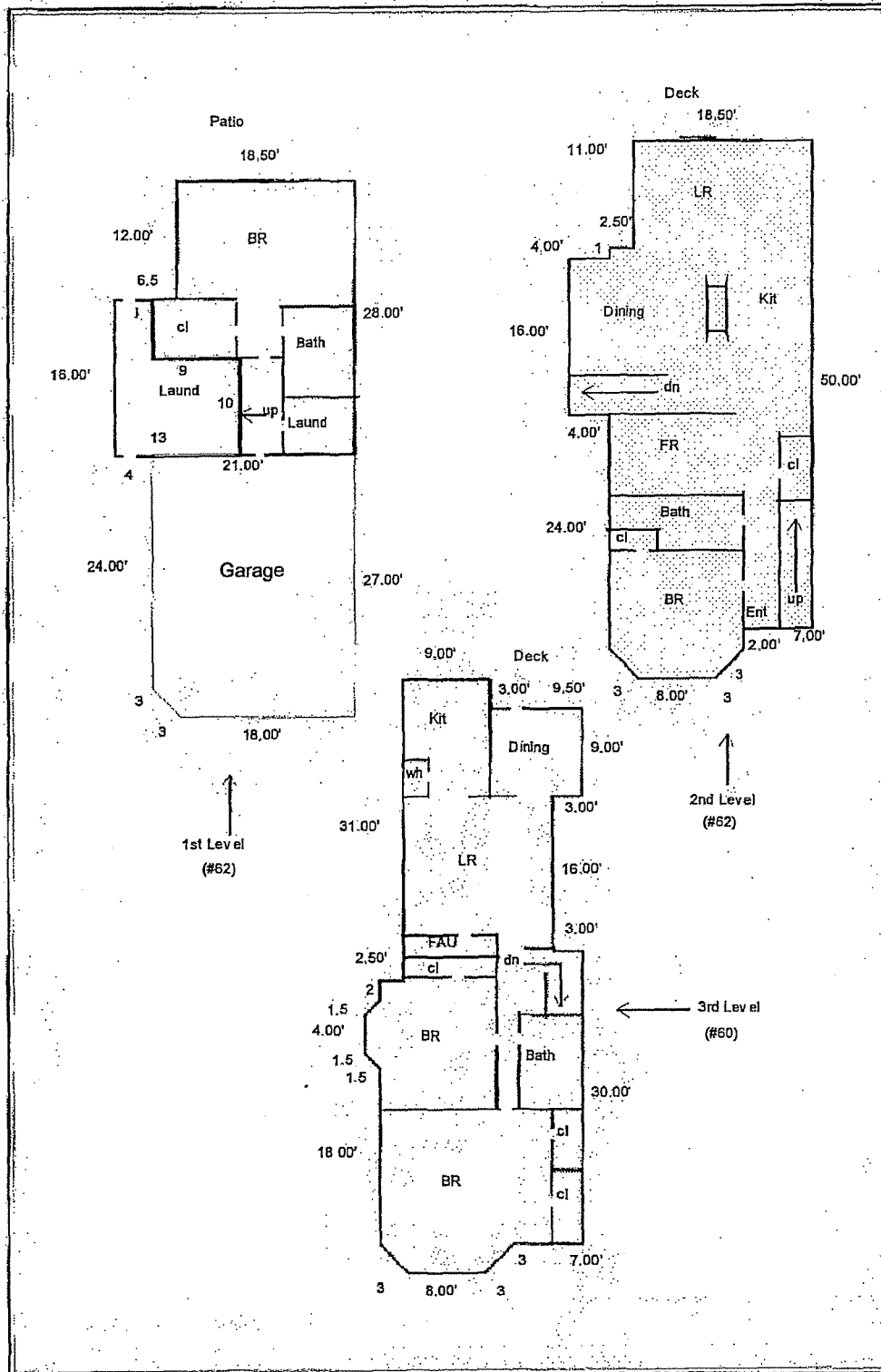
MARION TRACT





# **BUILDING SKETCH WITH FLOOR PLANS AND SQUARE FOOTAGE CALCULATIONS**

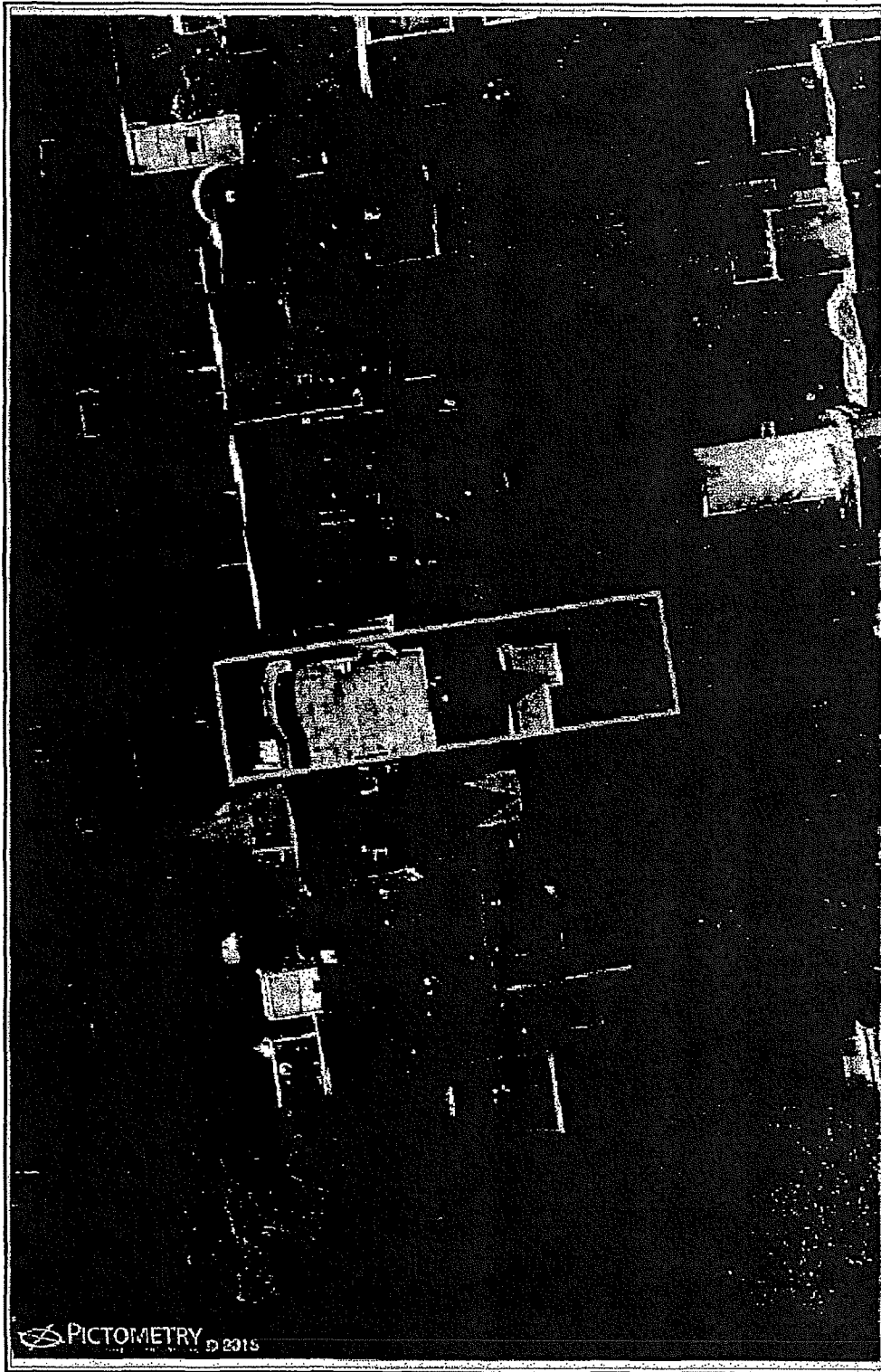
# SKETCH ADDENDUM



# SKETCH ADDENDUM

SKETCH CALCULATIONS		Perimeter	Area
<b>Misc. Area</b>			
Walkway			
A1: 4.0 x 6.0 =			24.0
A2: 13.0 x 10.0 =			130.0
			154.0
Total Misc. Area			154.0
<b>Living Area</b>			
1st Level (Part of #62)			
A3: 18.5 x 12.0 =			222.0
A4: 21.0 x 6.0 =			126.0
A5: 12.0 x 10.0 =			120.0
			468.0
2nd Level (#62)			
A6: 18.5 x 11.0 =			203.5
A7: 21.0 x 1.0 =			21.0
A8: 25.0 x 16.0 =			400.0
A9: 21.0 x 22.0 =			462.0
A10: 14.0 x 2.0 =			28.0
A11: 0.5 x 3.0 x 3.0 =			4.5
A12: 0.5 x 3.0 x 3.0 =			4.5
A13: 8.0 x 3.0 =			24.0
			1147.5
3rd Level (#60)			
A14: 9.0 x 3.0 =			27.0
A15: 18.5 x 9.0 =			166.5
A16: 15.5 x 16.0 =			248.0
A17: 18.5 x 3.0 =			55.5
A18: 21.0 x 2.0 =			42.0
A19: 22.5 x 4.0 =			90.0
A20: 21.0 x 18.0 =			378.0
A21: 0.5 x 1.5 x 1.5 =			1.1
A22: 21.0 x 1.5 =			31.5
A23: 0.5 x 1.5 x 1.5 =			1.1
A24: 21.0 x 1.5 =			31.5
A25: 0.5 x 3.0 x 3.0 =			4.5
A26: 0.5 x 3.0 x 3.0 =			4.5
A27: 8.0 x 3.0 =			24.0
			1105.2
Total Living Area			2720.7
<b>Garage Area</b>			
A28: 21.0 x 24.0 =			504.0
A29: 0.5 x 3.0 x 3.0 =			4.5
A30: 18.0 x 3.0 =			54.0
			562.5
Total Garage Area			562.5

AERIAL PLAT VIEW



SUBJECT AERIAL IMAGERY

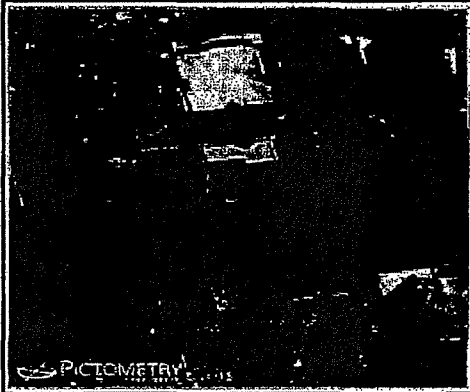
Street Front



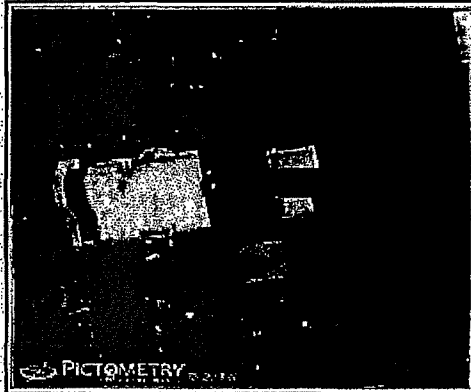
Aerial Front - East



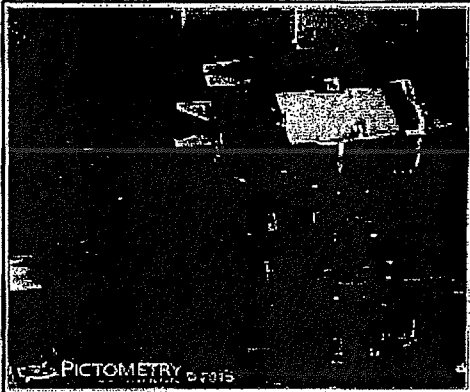
West



Overhead



South



North

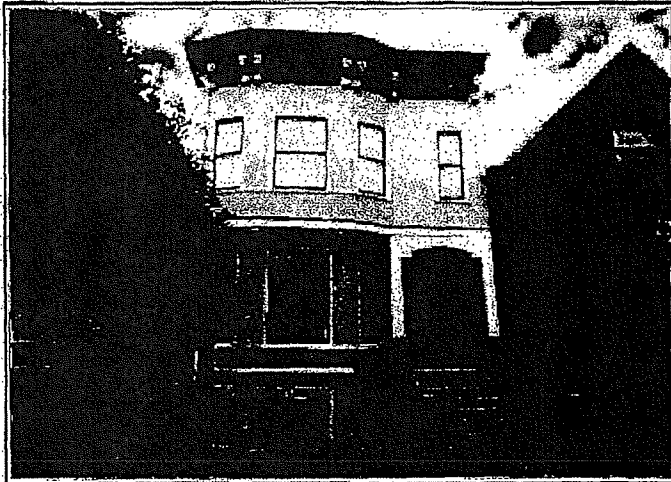


## **AERIAL IMAGERY**

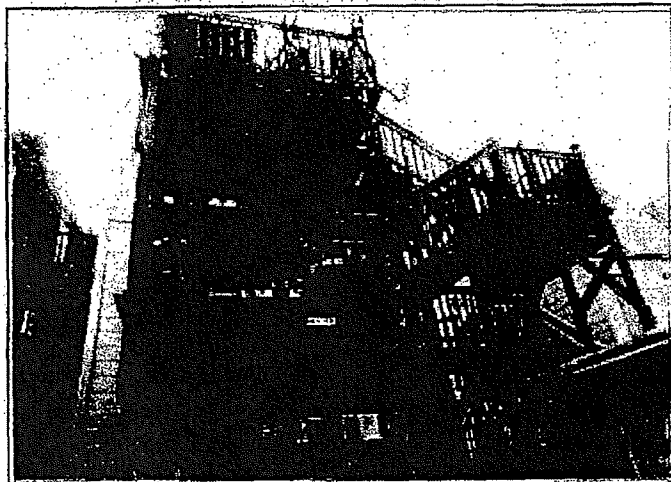
## **BUILDING PHOTOS (EXTERIOR AND INTERIOR)**



**SUBJECT PHOTO ADDENDUM**



**FRONT OF  
SUBJECT PROPERTY**  
60-62 CARMELITA ST  
SAN FRANCISCO, CA 94117-3313



**REAR OF  
SUBJECT PROPERTY**



**STREET SCENE**

SUBJECT PHOTO ADDENDUM



Bedroom  
(Unit#60)



Bedroom  
(Unit#60)

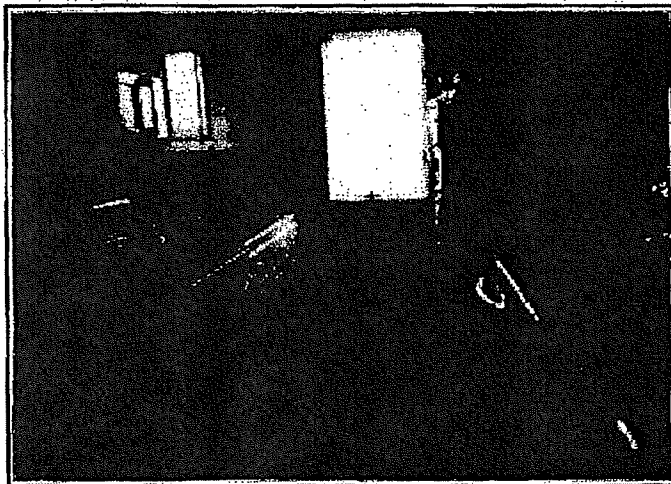


Dining area  
(Unit#60)

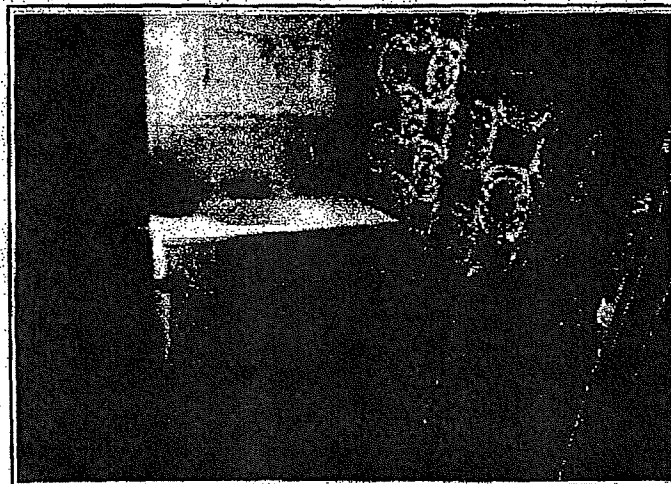
SUBJECT PHOTO ADDENDUM



Living room  
(Unit#60)

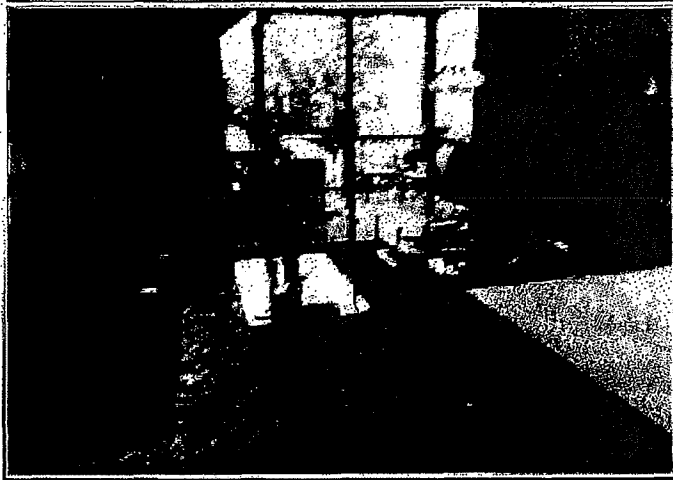


Kitchen  
(Unit#60)



Bathroom  
(Unit#60)

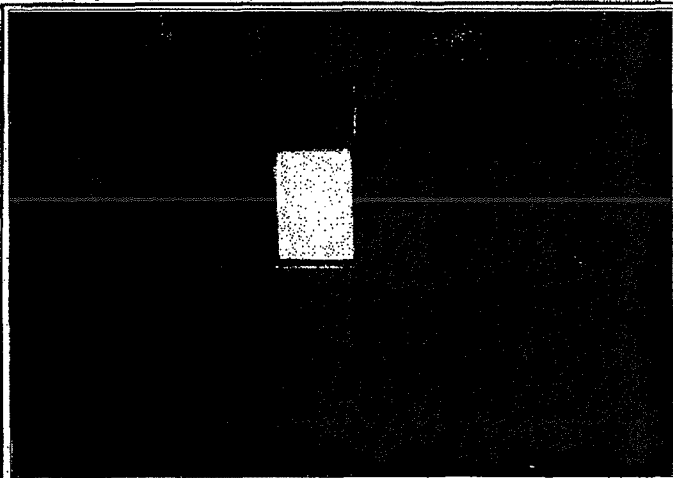
SUBJECT PHOTO ADDENDUM



Living room  
(Unit#62)

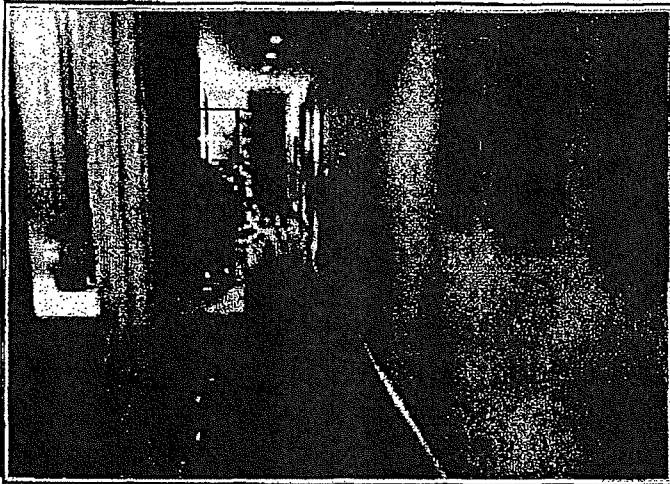


Kitchen  
(Unit#62)

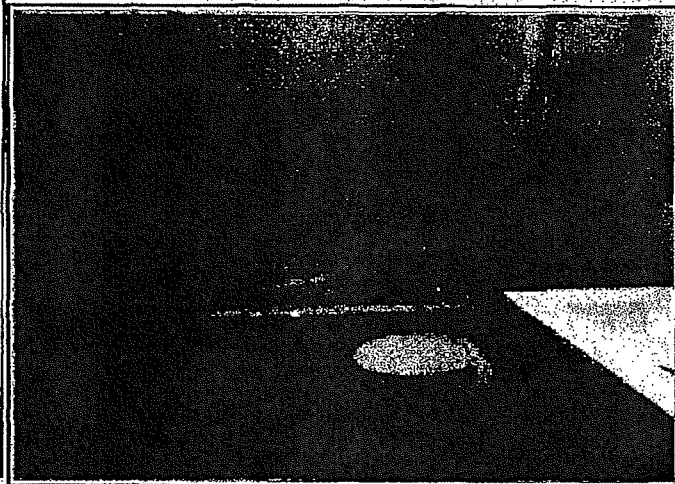


Family room  
(Unit#62)

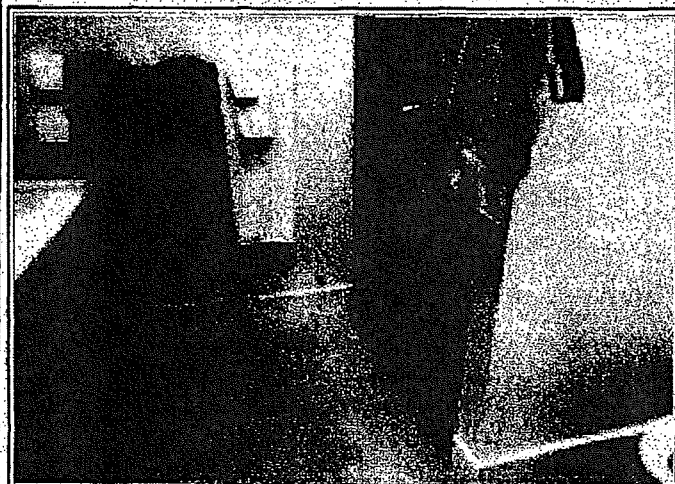
SUBJECT PHOTO ADDENDUM



Hallway  
(Unit#52)

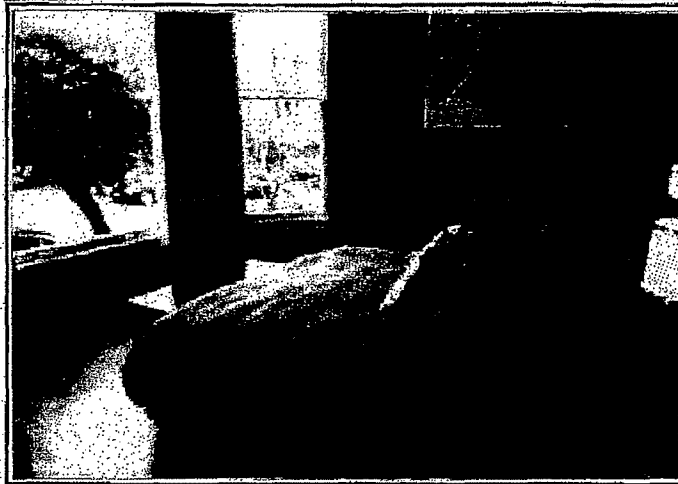


Bathroom  
(Unit#52)



Bathroom  
(Unit#52)

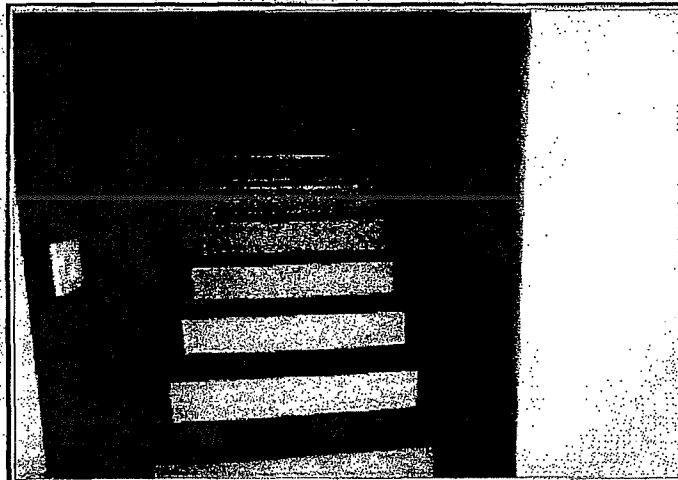
SUBJECT PHOTO ADDENDUM



Bedroom  
(Unit#62)



Bedroom  
(Unit#62)



Access from 1st level to 2nd level  
(Unit#62)

## **OWNER-OCCUPANCY VS RENTAL INFORMATION**

## OWNER-OCCUPANCY VS RENTAL INFORMATION

60-62 Carmelita Street is a two unit building totaling 2,720.7 sq. ft. of living area. Unit 60 is 1,105.2 sq. ft. (plus an additional 164 sq. ft. dedicated for tenant laundry/garbage) and is tenant occupied. Unit 62 is 1,147.5 sq. ft., (plus an additional 562.5 sq. ft. of storage/garage) and is owner occupied.



**Rental Income Information for 60-62 Carmelita Street, San Francisco, CA 94117**

- Unit 60-as of February 1, 2017 the tenant's monthly rental obligation is \$4,214.18. Of this monthly obligation \$186.40 is a one year increase for the recovery of bond measure passthroughs. At the end of the twelfth month the tenant's base rent will be \$4,025.78 plus the annual allowable annual increase determined by the SF Residential Rent Stabilization and Arbitration Ordinance.
- Unit 62-owner occupied. Pursuant to the Appraisal report dated March 15, 2017 performed by Poom Choothakan of SCP Appraisers, Inc. fair market value for the previously mentioned unit in its current condition is \$4,300 per month (see attached appraisal).

**GOLDSTEIN, GELLMAN, MELBOSTAD, HARRIS & MCSPARRAN, LLP**

ATTORNEYS AT LAW  
1388 SUTTER STREET  
SUITE 1000  
SAN FRANCISCO, CALIFORNIA 94109-5494  
TELEPHONE: (415) 473-5600  
FACSIMILE: (415) 673-5606

**NOTICE OF PROPOSED RENT INCREASE**

To: Genevieve Johansen  
Jason Rivera  
60 Carmelita Street  
San Francisco, CA 94117

and all persons claiming a right to possession.

**NOTICE IS HEREBY GIVEN** that your monthly rent for the above-described premises shall be increased as of February 1, 2017, to \$4,214.18 per month.

This increase includes the 1.6% annual increase allowed under Section 37.3(a)(1) of the San Francisco Residential Rent Stabilization and Arbitration Ordinance ("Rent Ordinance"). Accordingly, your base rent shall be increased by \$63.40 to \$4,025.78.

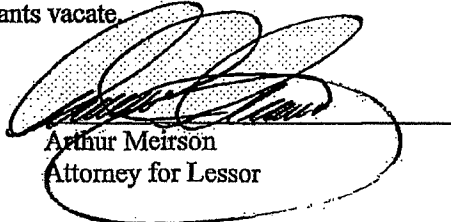
This increase also includes the following bond measure passthroughs allowed under Section 37.3(a)(6), et seq. of the Rent Ordinance:

2016-2017	\$59.09
2015-2016	\$64.71
2014-2015	\$64.60

These increases shall not increase your base rent, and these amounts shall be discontinued after twelve (12) months. Please see the attached worksheets for additional information regarding these bond measure passthroughs.

Nothing in this Notice is intended to create a tenancy between Lessor and any unnamed or unauthorized occupants claiming a right to possession, nor does this Notice constitute an acceptance of additional occupants or subsequent occupants. Lessor expressly reserves any and all rights to establish a new base rent or reclaim possession of the subject premises when all original occupants vacate.

Dated December 24, 2016



Arthur Meirson  
Attorney for Lessor

**ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO  
RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD**

## City and County of San Francisco

Residential Rent Stabilization  
and Arbitration Board
**2014-15 BOND MEASURE PASSTHROUGH WORKSHEET**  
 (For Use During the 2014-15 Tax Year Only, Beginning November 2014)
Date December 9, 2016Property Address 60-62 Carmelita Street, San Francisco, CA 94117Name of (Select One) ☒ Landlord ☐ Agent Patrick Mooney/Steve TomLandlord/Agent's Day Phone (415) 255-4892# of Units (Including Commercial Units) 2

Dear Tenant:

Below is the calculation for the 2014-2015 bond measure passthrough in accordance with Rent Ordinance Section 37.3. This Ordinance permits an owner to pass through to each tenant in the above-referenced property the costs directly attributable to the passage of certain general obligation bond measures previously approved. These costs may be passed through on the tenant's anniversary date to any tenant who was in residence as of November 1, 2014.

The amount on line 8 is the monthly amount I am permitted to pass through to each unit and is calculated by using the formula that follows below. If you have any questions about the calculations, please call the above referenced person and number, or you may also write me at: 62 Carmella Street, San Francisco, CA 94117

If you have not been able to resolve questions about this passthrough with the landlord/agent, a tenant may file a petition with the Rent Board to request a review of the passthrough. You may contact the Rent Board at 252.4602 or go to the Rent Board's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102.

1.	Net Taxable Value (see sample on back for location on bill)	\$ 1,761,808.00
2.	Divide Line 1 by 100 and enter that amount here	\$ 17,618.08
3.	Bond Measure Passthrough Factor for 2014-2015 Tax Year*	.088
4.	Multiply Line 2 by Line 3	\$ 1,550.39
5.	Number of Units in the Property (including commercial units)	2
6.	Divide Line 4 by Line 5 (yearly passthrough amount per unit)	\$ 775.20
7.	Divide Line 6 by 12 months (monthly passthrough amount per unit)	\$ 64.60
8.	YOUR MONTHLY BOND PASSTHROUGH COST IS: \$ <u>64.60</u> (from line 7)	

\*The Bond Measure Passthrough Factor is based on 100% of the City's general obligation bonds approved by voters between 11/1/96 and 11/30/98, 50% of the City's general obligation bonds approved by voters after 11/14/02, and 50% of the SF Unified School District or SF Community College District's general obligation bonds approved by voters after 11/1/06.

In order for a general obligation bond measure passthrough to be imposed, the following conditions must all be met:

- The passthrough shall be imposed on the tenant's anniversary date for an annual allowable increase beginning November of the current tax year through October of the following year, and shall be discontinued after 12 months. Note: Depending upon the date of imposition, collection may continue into the following tax year;
- The tenant(s) must have been in residence as of November 1, 2014;
- A written notice of the prospective increase must be given along with this form. The notice must be served in accordance with California Civil Code Section 827;
- The increase CANNOT become part of the base rent—it must be kept separate and then discontinued after 12 months;
- The passthrough amount must be recalculated each year using the Bond Passthrough Factor for that tax year. This form is to be used only for the 2014-2015 tax year;
- A landlord cannot petition for bond measure costs through an operating and maintenance expense petition and use this direct passthrough procedure—only one option may be used; and,
- Bond measure passthroughs may be "banked" and imposed in future years.

Please note that there is also a separate passthrough authorized for Water System Revenue Improvement Bonds that is not included in this notice.

(See other slide for sample of property tax bill)

## City and County of San Francisco

Residential Rent Stabilization  
and Arbitration Board
**2015-16 BOND MEASURE PASSTHROUGH WORKSHEET**  
 (For Use During the 2015-16 Tax Year Only, Beginning November 2015)
Date December 9, 2016Property Address 60-62 Carmelita Street, San Francisco, CA 94117Name of ☒ Landlord ☐ Agent (check one) Patrick Mooney/Steve TomLandlord/Agent's Day Phone (415) 255-4892# of Units (Including Commercial Units) 2

Dear Tenant:

Below is the calculation for the 2015-2016 bond measure passthrough in accordance with Rent Ordinance Section 37.3. This Ordinance permits an owner to pass through to each tenant in the above-referenced property the costs directly attributable to the passage of certain general obligation bond measures previously approved. These costs may be passed through on the tenant's anniversary date to any tenant who was in residence as of November 1, 2015.

The amount on line 8 is the monthly amount I am permitted to pass through to each unit and is calculated by using the formula that follows below. If you have any questions about the calculations, please call the above referenced person and number, or you may also write me at: 62 Carmelita Street, San Francisco, CA 94117

If you have not been able to resolve questions about this passthrough with the landlord/agent, a tenant may file a petition with the Rent Board to request a review of the passthrough. You may contact the Rent Board at 252.4602 or go to the Rent Board's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102.

1.	Net Taxable Value (see sample on back for location on bill)	\$ 1,688,134.00
2.	Divide Line 1 by 100 and enter that amount here	\$ 16,881.34
3.	Bond Measure Passthrough Factor for 2015-2016 Tax Year*	.092
4.	Multiply Line 2 by Line 3	\$ 1,553.08
5.	Number of Units in the Property (including commercial units)	2
6.	Divide Line 4 by Line 5 (yearly passthrough amount per unit)	\$ 776.54
7.	Divide Line 6 by 12 months (monthly passthrough amount per unit)	\$ 64.71
8.	YOUR MONTHLY BOND PASSTHROUGH COST IS: \$ 64.71 (from line 7)	

\*The Bond Measure Passthrough Factor is based on 100% of the City's general obligation bonds approved by voters between 11/1/96 and 11/30/98, 50% of the City's general obligation bonds approved by voters after 11/14/02, and 50% of the SF Unified School District or SF Community College District's general obligation bonds approved by voters after 11/1/06.

In order for a general obligation bond measure passthrough to be imposed, the following conditions must all be met:

- The passthrough shall be imposed on the tenant's anniversary date for an annual allowable increase beginning November of the current tax year through October of the following year, and shall be discontinued after 12 months. Note: Depending upon the date of imposition, collection may continue into the following tax year;
- The tenant(s) must have been in residence as of November 1, 2015;
- A written notice of the prospective increase must be given along with this form. The notice must be served in accordance with California Civil Code Section 827;
- The increase CANNOT become part of the base rent—it must be kept separate and then discontinued after 12 months;
- The passthrough amount must be recalculated each year using the Bond Passthrough Factor for that tax year. This form is to be used only for the 2015-2016 tax year;
- A landlord cannot petition for bond measure costs through an operating and maintenance expense petition and use this direct passthrough procedure—only one option may be used; and,
- Bond measure passthroughs may be "banked" and imposed in future years.

Please note that there is also a separate passthrough authorized for Water System Revenue Improvement Bonds that is not included in this notice.

(See other side for sample of property tax bill)

538 2015-2016 Bond Measure Worksheet 10/14/16

 25 Van Ness Avenue #320  
 San Francisco, CA 94102-6033

www.sfrb.org

 Phone 415.252.4602  
 FAX 415.252.4699

## City and County of San Francisco

Residential Rent Stabilization  
and Arbitration Board
**2016-17 BOND MEASURE PASSTHROUGH WORKSHEET**  
 (For Use During the 2016-17 Tax Year Only, Beginning November 2016)
Date December 9, 2016Property Address 60-62 Camellita Street, San Francisco, CA 94117Name of ☒ Landlord ☐ Agent (check one) Patrick Mooney/Steve TomLandlord/Agent's Day Phone (415) 255-4892# of Units (Including Commercial Units) 2

Dear Tenant:

Below is the calculation for the 2016-2017 bond measure passthrough in accordance with Rent Ordinance Section 37.3. This Ordinance permits an owner to pass through to each tenant in the above-referenced property the costs directly attributable to the passage of certain general obligation bond measures previously approved. These costs may be passed through on the tenant's anniversary date to any tenant who was in residence as of November 1, 2016.

The amount on line 8 is the monthly amount I am permitted to pass through to each unit and is calculated by using the formula that follows below. If you have any questions about the calculations, please call the above referenced person and number, or you may also write me at: 62 Camellita Street, San Francisco, CA 94117

If you have not been able to resolve questions about this passthrough with the landlord/agent, a tenant may file a petition with the Rent Board to request a review of the passthrough. You may contact the Rent Board at 252.4602 or go to the Rent Board's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102.

1.	Net Taxable Value (see sample on back for location on bill)	\$ 1,688,134.00
2.	Divide Line 1 by 100 and enter that amount here	\$ 16,881.34
3.	Bond Measure Passthrough Factor for 2016-2017 Tax Year*	.084
4.	Multiply Line 2 by Line 3	\$ 1,418.03
5.	Number of Units in the Property (including commercial units)	2
6.	Divide Line 4 by Line 5 (yearly passthrough amount per unit)	\$ 709.02
7.	Divide Line 6 by 12 months (monthly passthrough amount per unit)	\$ 59.09
8.	YOUR MONTHLY BOND PASSTHROUGH COST IS: \$ <u>59.09</u> (from line 7)	

\*The Bond Measure Passthrough Factor is based on 100% of the City's general obligation bonds approved by voters between 11/1/96 and 11/30/98, 50% of the City's general obligation bonds approved by voters after 11/14/02, and 50% of the SF Unified School District or SF Community College District's general obligation bonds approved by voters after 11/1/06.

In order for a general obligation bond measure passthrough to be imposed, the following conditions must all be met:

- The passthrough shall be imposed on the tenant's anniversary date for an annual allowable increase beginning November of the current tax year through October of the following year, and shall be discontinued after 12 months. Note: Depending upon the date of imposition, collection may continue into the following tax year;
- The tenant(s) must have been in residence as of November 1, 2016;
- A written notice of the prospective increase must be given along with this form. The notice must be served in accordance with California Civil Code Section 827;
- The increase CANNOT become part of the base rent—it must be kept separate and then discontinued after 12 months;
- The passthrough amount must be recalculated each year using the Bond Passthrough Factor for that tax year. This form is to be used only for the 2016-2017 tax year;
- A landlord cannot petition for bond measure costs through an operating and maintenance expense petition and use this direct passthrough procedure—only one option may be used; and,
- Bond measure passthroughs may be "banked" and imposed in future years.

Please note that there is also a separate passthrough authorized for Water System Revenue Improvement Bonds that is not included in this notice.

(See other side for sample of property tax bill)

538 2016-2017 Bond Measure Worksheet 10/12/16

25 Van Ness Avenue #320  
San Francisco, CA 94102-6033

www.sfrb.org

Phone 415.252.4602  
FAX 415.252.4699

**ALLOWABLE ANNUAL RENT INCREASES**

A landlord may increase the tenant's base rent once every 12 months by the amount of the allowable annual rent increase without filing a petition at the Rent Board. Effective March 1, 2016 through February 28, 2017, the allowable annual increase amount is 1.6%. This amount is based on 60% of the increase in the Consumer Price Index for All Urban Consumers in the Bay Area, which was 2.6% as posted in November 2015 by the Bureau of Labor Statistics. To calculate the dollar amount of the 1.6% annual rent increase, multiply the tenant's base rent by .016. For example, if the tenant's base rent is \$1,500.00, the annual increase would be calculated as follows:  $\$1,500.00 \times .016 = \$24.00$ . The tenant's new base rent would be \$1,524.00 ( $\$1,500.00 + \$24.00$ ).

<u>Effective Period</u>	<u>Amount of Increase</u>
March 1, 2016 – February 28, 2017	1.6%
March 1, 2015 – February 29, 2016	1.9%
March 1, 2014 – February 28, 2015	1.0%
March 1, 2013 – February 28, 2014	1.9%
March 1, 2012 – February 28, 2013	1.9%
March 1, 2011 – February 29, 2012	0.5%
March 1, 2010 – February 28, 2011	0.1%
March 1, 2009 – February 28, 2010	2.2%
March 1, 2008 – February 28, 2009	2.0%
March 1, 2007 – February 29, 2008	1.5%
March 1, 2006 – February 28, 2007	1.7%
March 1, 2005 – February 28, 2006	1.2%
March 1, 2004 – February 28, 2005	0.6%
March 1, 2003 – February 29, 2004	0.8%
March 1, 2002 – February 28, 2003	2.7%
March 1, 2001 – February 28, 2002	2.8%
March 1, 2000 – February 28, 2001	2.9%
March 1, 1999 – February 29, 2000	1.7%
March 1, 1998 – February 28, 1999	2.2%
March 1, 1997 – February 28, 1998	1.8%
March 1, 1996 – February 28, 1997	1.0%
March 1, 1995 – February 29, 1996	1.1%
March 1, 1994 – February 28, 1995	1.3%
March 1, 1993 – February 28, 1994	1.9%
*December 8, 1992 – February 28, 1993	1.6%*
*March 1, 1992 – December 7, 1992	4%*
March 1, 1991 – February 29, 1992	4%
March 1, 1990 – February 28, 1991	4%
March 1, 1989 – February 28, 1990	4%
March 1, 1988 – February 28, 1989	4%
March 1, 1987 – February 29, 1988	4%
March 1, 1986 – February 28, 1987	4%
March 1, 1985 – February 28, 1986	4%
March 1, 1984 – February 28, 1985	4%
March 1, 1983 – February 29, 1984	7%
April 1, 1982 – February 28, 1983	7%

\* Caution: Only **ONE** of these two increases may be imposed for the period from March 1, 1992 through February 28, 1993, based on the tenant's anniversary date or date of last increase.

571 Allowable Annual Rent Increases 12/4/15

25 Van Ness Avenue #320  
San Francisco, CA 94102-6033

www.sfrb.org

Phone 415.252.4602  
FAX 415.252.4699

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I, Freddie L. Hannah, Jr. declare that:

I am employed in the City and County of San Francisco; I am over the age of 18 years and not a party to the within action; my business address is Goldstein, Gellman, Melbostad, Harris & McSparran, LLP, 1388 Sutter Street, Suite 1000, San Francisco, California.

On December 20, 2016, I served true copies of the following document(s):

## NOTICE OF PROPOSED RENT INCREASE

By placing true and correct copies thereof in the United States Mail at San Francisco, California enclosed in sealed envelopes by regular US mail and by certified mail, requiring return receipt, with postage thereon fully prepaid, to all persons, tenants, and subtenants in possession the address below

**Geneveive Johansen**  
60 Carmelita Street  
San Francisco CA 94117

I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. The above document(s) is(are) deposited with the U.S. Postal Service on that same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this document was executed on December 20, 2016.

Freddie L. Hannah, Jr.

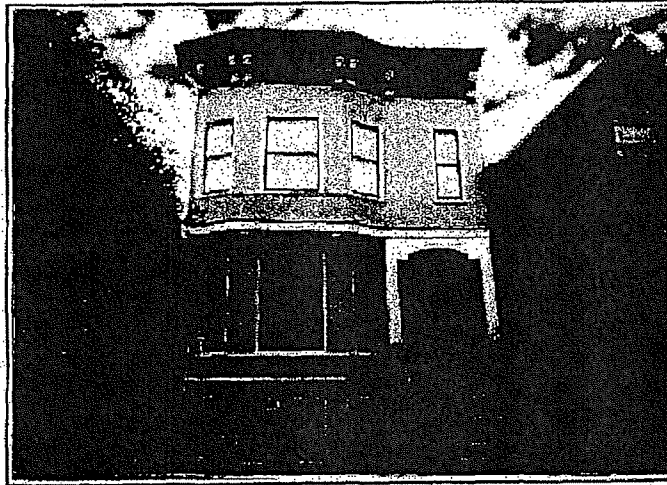
POS Certified & regular mail (UD)..DOC:

POS By Certified Mail on 12/20/16



# APPRAISAL REPORT

OF



60-62 CARMELITA ST  
SAN FRANCISCO, CA 94117-3313

AS OF

03/15/2017

PREPARED BY

SCP Appraisals, Inc  
100 Lyell Street  
San Francisco, CA 94112

## Small Residential Income Property Appraisal Report

IMPROVEMENTS	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe									
	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe									
	Is the property subject to rent control? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe (SAN FRANCISCO'S RENT CONTROL LAW EXEMPTION TO ANY BUILDING CONSTRUCTED AFTER JUNE 1979)									
COMPARABLE RENTAL DATA	The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for subject property:									
	FEATURE		SUBJECT		COMPARABLE RENTAL # 1		COMPARABLE RENTAL # 2		COMPARABLE RENTAL # 3	
	Address		60-62 CARMELITA ST SAN FRANCISCO, CA 94117-3313		452-454 LILY ST SAN FRANCISCO, CA 94102		1309 HAYES ST SAN FRANCISCO, CA 94117		433 BURNETT AVE SAN FRANCISCO, CA 94131	
	Proximity to subject		0.41 miles NE		0.39 miles NW		1.14 miles SW			
	Current Monthly Rent		\$ 4,200		\$ 6,100		\$ 10,817		\$ 4,200	
	Rent/Gross Bldg. Area		\$ 1.54 sq. ft.		\$ 2.89 sq. ft.		\$ 2.49 sq. ft.		\$ 1.70 sq. ft.	
	Rent Control		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Data Source(s)		INSPECTION		SF-MLS#452313/NDCDATA		SF-MLS#453687/NDCDATA		SF-MLS#453761/NDCDATA	
	Date of Lease(s)		MONTH-TO-MONTH		MONTH-TO-MONTH		MONTH-TO-MONTH		MONTH-TO-MONTH	
	Location		URBAN/GOOD		URBAN/GOOD		URBAN/GOOD		URBAN/GOOD	
	Actual Age		117 yrs		117 yrs		117 yrs		42 yrs	
	Condition		GOOD		GOOD		GOOD		GOOD	
	Gross Building Area		2,720		2,112		4,340		2,456	
	Unit Breakdown		Rm Count Size Sq. Ft.		Rm Count Size Sq. Ft.		Rm Count Size Sq. Ft.		Rm Count Size Sq. Ft.	
			Tot Br Ba		Tot Br Ba		Tot Br Ba		Tot Br Ba	
Unit #1		5' 2' 2' 1,615		5' 2' 1' 1,300		7' 3' 1' 1,740		5' 2' 2' 1,233		
Unit #2		4' 2' 1' 1,105		3' 1' 1' 812		6' 2' 1' 1,500		5' 2' 2' 1,233		
Unit #3						4' 1' 1' 1,100				
Unit #4										
Utilities Included		WATER & GARBAGE		WATER & GARBAGE		WATER & GARBAGE		WATER & GARBAGE		
Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) RENTAL CONCESSIONS ARE NOT TYPICAL OF THE CURRENT MARKET. THESE RENT COMPARABLES ARE TYPICAL OF SIMILAR SIZED UNITS IN THIS NEIGHBORHOOD. RENTS ARE GENERALLY SLIGHTLY HIGHER FOR NEWER AND RENOVATED UNITS THAN FOR THE TYPICAL OLDER UNITS. AS UNIT SIZE INCREASES THE RENT PER SQUARE FOOT OF AREA TENDS TO DECREASE. THE SAN FRANCISCO RENT CONTROL ORDINANCE LIMITS RENTAL INCREASE TO 1.5% PER ANNUM AND/OR EVIDENCE OF SIGNIFICANT IMPROVEMENTS BY OWNER. THESE INCREASES MAY BE APPLIED ON THE RENTAL ANNIVERSARY DATE FOR EACH TENANT, ONCE A GIVEN UNIT IS VACATE.										
SUBJECT RENT SCHEDULE	Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property									
	Leases			Actual Rent			Opinion Of Market Rent			
	Lease Date			Per Unit			Per Unit			
	Unit No.	Begin	End	Unfurnished	Furnished	Total Rent	Unfurnished	Furnished	Total Rent	
	1	OBO		\$ 0	\$ 0	\$ 0	\$ 4,300	\$ 0	\$ 4,300	
	2	MM		\$ 4,200	\$ 0	\$ 4,200	\$ 4,000	\$ 0	\$ 4,000	
	3			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
	4			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
	Comment on lease data RENTAL INFORMATION			Total Actual Monthly Rent			Total Gross Monthly Rent			
	IS NOT PROVIDED BY THE PROPERTY OWNER			Other Monthly Income (itemize)			Other Monthly Income (itemize)			
			Total Actual Monthly Income			Total Estimated Monthly Income				
Utilities included in estimated rents			Electric <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Trash collection <input type="checkbox"/> Other							
Comments on actual or estimated rents and other monthly income (including personal property) TENANTS TYPICALLY PAY FOR GAS AND ELECTRICAL SERVICE.										
FORECASTED RENTS FOR THE SUBJECT ARE BASED UPON THE ABOVE RENTAL COMPARABLES AND ARE TYPICAL OF THE SUBJECT NEIGHBORHOOD.										
PRIOR SALE HISTORY	I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain									
	My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
	Data source(s) - MLS/NDCDATA									
	My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.									
	Data source(s) - MLS/NDCDATA									
	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4)									
	ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3					
	Date of Prior Sale/Transfer	09/18/2015			04/24/2014					
	Price of Prior Sale/Transfer	2,100,000			1,502,000					
	Data Source(s)	(MLS/NDCDATA)	(MLS/NDCDATA)	(MLS/NDCDATA)	(MLS/NDCDATA)					
Effective Date of Data Source(s)	03/15/2017	03/15/2017	03/15/2017	03/15/2017						
Analysis of prior sale or transfer history of the subject property and comparable sales - BASED ON NDCDATA AND MLS, THE SUBJECT WAS LAST TRANSFERRED ON 9/18/2015 IN THE AMOUNT OF \$2,100,000 (DOC#13400312/LP: \$2,100,000/LD: 6/30/2015/DOM: 0 DAY). NONE OF COMPARABLES HAS RESOLD WITHIN THE LAST 12 MONTHS										

SCP Appraisals, Inc  
RENTALS 1-2-3

Borrower STEPHEN TOM/PATRICK MOONEY

Property Address 60-62 CARMELITA ST

City SAN FRANCISCO

County

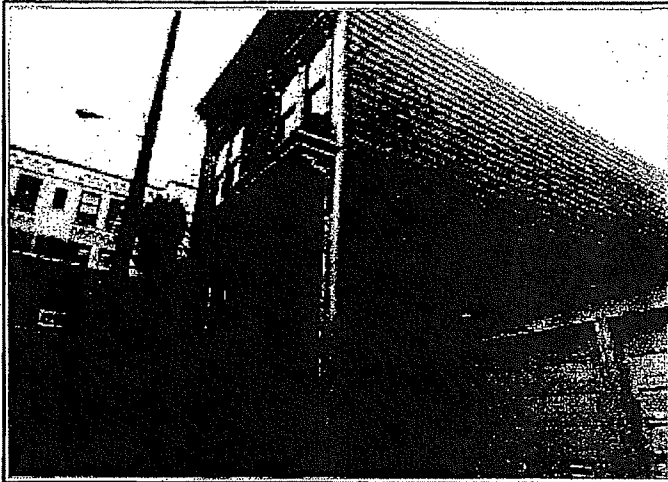
SAN FRANCISCO

State

CA

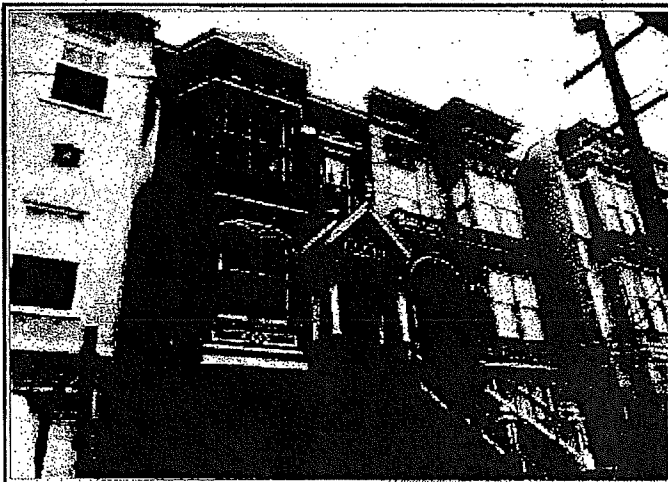
Zip Code

94117-3313



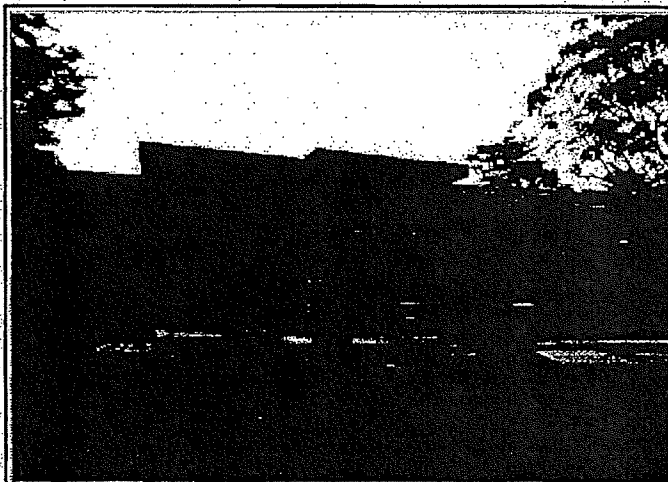
COMPARABLE RENTALS # 1

452-454 LILY ST  
SAN FRANCISCO, CA 94102



COMPARABLE RENTALS # 2

1309 HAYES ST  
SAN FRANCISCO, CA 94117



COMPARABLE RENTALS # 3

433 BURNETT AVE  
SAN FRANCISCO, CA 94131

Produced by ClickFORMS Software 800-822-8727

**Small Residential Income Property Appraisal Report****APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Borrower: STEPHEN TOMPATRICK MOONEY

Property Address: 80-52 CARMELITA ST

City: SAN FRANCISCO

County

SAN FRANCISCO

State: CA

Zip Code

94117-3313



Business, Consumer Services & Housing Agency  
**BUREAU OF REAL ESTATE APPRAISERS**  
**REAL ESTATE APPRAISER LICENSE**

**Poon Choothakan**

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG-012315

Effective Date: June 6, 2015  
 Date Expires: June 5, 2017

*Jim Martin*  
 Jim Martin, Bureau Chief, BREA

3021647


## **OPINION OF BUILDING VALUE & MARKET TREND**

**Zestimate for 60-62 Carmelita St has decreased. See details**


1 message

**Zillow** <no-reply@mail.zillow.com>  
To: pmmsfo@gmail.com

Tue, Mar 28, 2017 at 3:08 PM



## Home Report



**60-62 Carmelita St, SAN FRANCISCO, CA**

● NOT FOR SALE

**Zestimate: \$1,813,332**

3 bd , 3.0 ba, 2,365 sqft

View home

### Home Values

Zestimate past 30 days	Zestimate Forecast one year	Rent Zestimate past 30 days
<b>\$1,813,332</b>	<b>\$1,807,167</b>	<b>\$6,800/mo</b>
↓ -\$14,662	↓ -0.3%	↓ -\$310

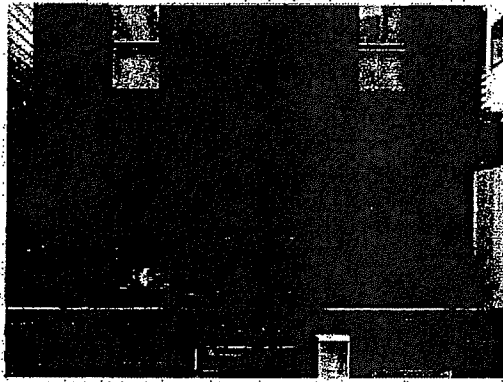
Create your own estimate

### For Sale Nearby

Within 1 mile

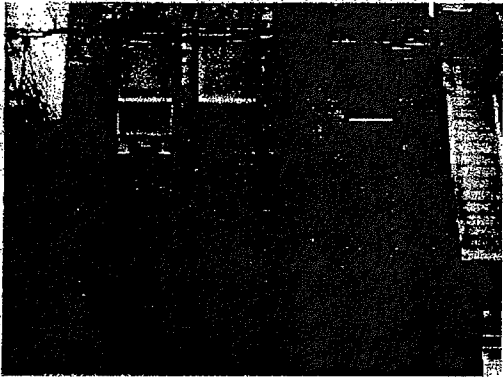
● **FOR SALE** 0 days ago

**\$1,700,000**



0.80 mi. away

**1312 Jessie St, San Francisco, CA**

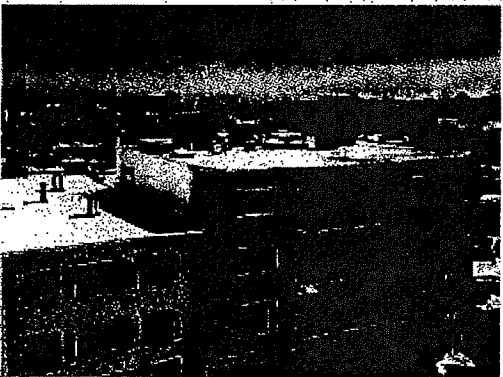


● **FOR SALE** 5 days ago

**\$1,695,000**

0 bd, 2,720 sqft, 0.69 mi. away

**517 Lyon St, San Francisco, CA**



● **FOR SALE** 5 days ago

**\$10,500,000**

0 bd, 1.21 mi. away

**99 Lupine Ave, San Francisco, CA**

See all for sale nearby

## Recently Sold Nearby

Within 1 mile

● **SOLD** 18 days ago

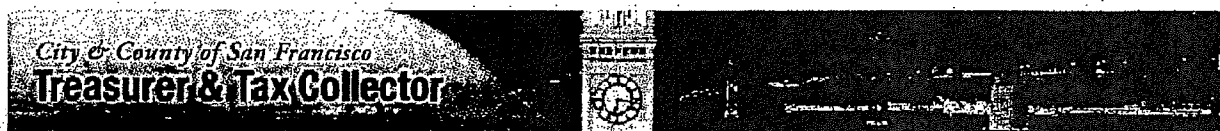
**\$2,750,000**

6 bd, 4.0 ba, 4,000 sqft, 0.70 mi. away

**1569-1571A Oak Street**



**PROPERTY TAX STATEMENTS & HOMEOWNER'S  
EXEMPTION**



## Office of the Treasurer &amp; Tax Collector

## Secured Property Tax Information &amp; Payment - Property Information

Tax Year 2016 - 2017

This tax bill has been corrected.

Prior Year Secured Tax Payment Information[2015-2016](#)[2014-2015](#)[2013-2014](#)[2012-2013](#)[2011-2012](#)[2010-2011](#)**Mailing Information**Change of Address Form [Click Here](#).**Property**

<u>Vol #</u>	<u>Block #</u>	<u>Lot #</u>	<u>Account #</u>	<u>Tax Bill #</u>	<u>Tax Rate</u>	<u>Property Location</u>
06	0864	014	086400140	035437	1.1792 %	60 CARMELITA ST

**Assessment Information**

<u>Assessment</u>	<u>Full Value</u>	<u>Tax Rate</u>	<u>Amount</u>
<b>LAND</b>	\$844,068	1.1792 %	\$9,953.24
Impr/Structural	\$844,066		\$9,953.22
Impr/Fixtures			\$0.00
Personal Property			\$0.00
Gross Taxable Value	\$1,688,134		\$19,906.47
<b>LESS: Exemptions</b>			
Homeowner's			\$0.00
Other			\$0.00
Net Taxable Value	\$1,688,134		\$19,906.47

**Direct Charges and/or Special Assessments**

<u>Code</u>	<u>Type</u>	<u>Phone #</u>	<u>Amount</u>
24	Rent Stabilization	(415) 252-4600	\$80.00
79	DW Code Enf Fee	(415) 558-6288	\$104.00
89	SFUSD Facility Dist	(415) 355-2203	\$54.12
91	SFCCD Parcel Tax	(415) 487-2400	\$79.00
98	SF-Teacher Support	(415) 355-2203	\$236.98
<u>Total Direct Charges and Special Assessments</u>			\$554.10
<b>Total Due</b>			\$20,460.56



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

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

For Fiscal Year July 1, 2016 through June 30, 2017

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
06	0864	014	086400140	1.1792%	October 14, 2016	60 CARMELITA ST

Assessed on January 1, 2016

To: MOONEY PATRICK MICHAEL

**MOONEY PATRICK MICHAEL**  
**PO BOX 14322**  
**SAN FRANCISCO CA 94114**

Assessed Value		
Description	Full Value	Tax Amount
Land	844,068	9,953.24
Structure	844,066	9,953.22
Fixtures		
Personal Property		
Gross Taxable Value	1,688,134	19,906.47
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	1,688,134	\$19,906.47

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	80.00
79	DW CODE ENF FEE	(415) 558-6288	104.00
89	SFUSD FACILITY DIST	(415) 355-2203	54.12
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
98	SF - TEACHER SUPPORT	(415) 355-2203	236.98
Total Direct Charges and Special Assessments			\$554.10

CORRECTED TAX BILL A0301 11/15/16

<b>► TOTAL DUE</b>		<b>\$20,460.56</b>
1st Installment	2nd Installment	
\$10,230.28	\$10,230.28	
12/20/2016	DUE	04/10/2017

000258

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

B07007

## Exemptions

12/14/2016

Vol 6 APN	0864 014	Owner Id	0000806206	Seq		Eft Date	1/01/2017
Location	60 62 CARMELITA ST					Ret Date	99/99/9999
Name	MOONEY PATRICK MICHAEL					SSN - 1	
						SSN - 2	
Address	PO BOX 14322						
Cty/St/Zip	SAN FRANCISCO CA 94114					# of Units	1
Exemption	HO Homeowner's 7K					Amount	7,000
Lessor Statement Flag						Percent	.000
Exemption Status Information						NumMth 0 I	.00
Year Filed	2016	Late Flag		Penalty Amt	0	Late %	.000
Status	APR Approved					StatDte	12/14/2016
Mail Date							
Recvd Date	Resolution					User Id	JGORDON
Acquire Dte	9/18/2015	Document #			Last Mod	12/14/2016	
Occupy Dte	2/01/2016						
Notes							

F1=Help F3=Exit F4=MCL F5=Chg Ownr F24=Add'

## **PRELIMINARY CHANGE OF OWNERSHIP REPORT**



**CARMEN CHU**  
**Assessor-Recorder**  
1 Dr. Carlton B. Goodlett Place  
City Hall - Room 190  
San Francisco, CA 94102-4698

### PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree  
(Make necessary corrections to the printed name and mailing address)

Patrick Mooney/Steve Tom  
62 Carmelita Street  
San Francisco, CA 94117

0864-014  
ASSESSOR'S PARCEL NUMBER

SELLER/TRANSFEROR

BUYER'S DAYTIME TELEPHONE NUMBER

(415) 255-4892

BUYER'S EMAIL ADDRESS

PMMSFO@gmail.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

60-62 Carmelita Street, San Francisco, CA 94117

MAIL PROPERTY TAX INFORMATION TO (NAME)

Patrick Mooney/Steve Tom

ADDRESS

62 Carmelita Street

CITY

San Francisco

STATE ZIP CODE

CA 94117

☒ YES ☐ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO DAY YEAR  
2 1 2016

#### PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- ☐ ☐ A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- ☐ ☐ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- ☐ ☐ C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).
- ☐ ☐ D. This transfer is the result of a cotenant's death. Date of death \_\_\_\_\_
- ☐ ☐ E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? ☐ YES ☐ NO
- ☐ ☐ F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☐ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: \_\_\_\_\_
- ☐ ☐ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☐ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: \_\_\_\_\_
- ☐ ☐ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☐ K. This is a transfer of property:
- ☐ ☐ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☐ 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
- ☐ ☐ 3. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☐ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☐ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☐ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- ☐ ☐ O. This transfer is to the first purchaser of a new building containing an active solar energy system.

\* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



EF-02-A-R12-0513-38001542

**PART 2. OTHER TRANSFER INFORMATION***Check and complete as applicable.*

A. Date of transfer, if other than recording date: \_\_\_\_\_

B. Type of transfer:

- ☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)  
☐ Contract of sale. Date of contract: \_\_\_\_\_ ☐ Inheritance. Date of death: \_\_\_\_\_  
☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: \_\_\_\_\_  
Original term in years (including written options): \_\_\_\_\_ Remaining term in years (including written options): \_\_\_\_\_  
☐ Other. Please explain: \_\_\_\_\_

C. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: \_\_\_\_\_ %**PART 3. PURCHASE PRICE AND TERMS OF SALE***Check and complete as applicable.*

A. Total purchase price

\$ \_\_\_\_\_

B. Cash down payment or value of trade or exchange excluding closing costs

Amount \$ \_\_\_\_\_

C. First deed of trust @ \_\_\_\_\_ % interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

- ☐ FHA (\_\_\_\_ Discount Points) ☐ Cal-Vet ☐ VA (\_\_\_\_ Discount Points) ☐ Fixed rate ☐ Variable rate  
☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller  
☐ Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_

D. Second deed of trust @ \_\_\_\_\_ % interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

- ☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller  
☐ Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance \$ \_\_\_\_\_

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ \_\_\_\_\_

G. The property was purchased: ☐ Through real estate broker. Broker name: \_\_\_\_\_ Phone number: (\_\_\_\_) \_\_\_\_\_

- ☐ Direct from seller ☐ From a family member-Relationship \_\_\_\_\_  
☐ Other. Please explain: \_\_\_\_\_

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

**PART 4. PROPERTY INFORMATION***Check and complete as applicable.*

A. Type of property transferred

- ☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home  
☒ Multiple-family residence. Number of units: 2 ☐ Condominium ☐ Unimproved lot  
☐ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial

B. ☐ YES ☐ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ \_\_\_\_\_ Incentives \$ \_\_\_\_\_

C. ☐ YES ☐ NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ \_\_\_\_\_

☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number: \_\_\_\_\_D. ☐ YES ☐ NO The property produces rental or other income.If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: \_\_\_\_\_E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☐ Fair ☐ Poor

Please describe: \_\_\_\_\_

**CERTIFICATION***I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.*

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER

DATE

TELEPHONE



NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)

TITLE

EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



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## ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.

**NAME AND MAILING ADDRESS OF BUYER:** Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

**NOTE:** Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

**MAIL PROPERTY TAX INFORMATION TO:** Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

**PRINCIPAL RESIDENCE:** To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

### PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

**C,D,E, F:** If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

**G:** Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

**H:** Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

**I:** A "cosigner" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

**M:** This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

**N:** Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

**O:** If you checked YES, you may qualify for a new construction property tax exclusion. A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.

### PART 2: OTHER TRANSFER INFORMATION

**A:** The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

**B:** Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.



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### PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

- A. Enter the total purchase price, not including closing costs or mortgage insurance.

**"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

- B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

**"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

- C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

- D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

- E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

- F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

- G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

- H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

### PART 4: PROPERTY INFORMATION

- A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

- B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

- C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

- D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

- E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.



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**HISTORICAL PROPERTY TAX ADJUSTMENT WORKSHEET  
CALCULATION FOR 60-62 CARMELITA STREET, SAN  
FRANCISCO**

# **Historical Property Tax Adjustment Worksheet Calculation for 60-62 Carmelita Street, San Francisco**

## **Annual Income and Annual Operating Expenses**

Potential Annual Gross Income	\$99,600
Estimated Vacancy and Collection Loss of 2%	(\$1,992)
Effective Gross Income	\$97,608
<u>Less Operating Expenses (15%)</u>	<u>(\$14,641)</u>
Net Income	\$82,967

## **Restricted Capitalization Rate**

Interest Component	0.0375
Historical Property Risk Component	0.0200
Property Tax Component	0.0118
<u>Amortization Component</u>	<u>0.0067</u>
Restricted Cap Rate	0.0760

<b>Historical Property Value</b>	<b>\$1,681,134</b>
<b>Current Tax Rate</b>	<b>\$19,906</b>
<b>New Tax Calculation (adjusted w/ Mills Act Assesment)</b>	<b>\$12,879</b>
<b>Property Tax Savings</b>	<b>\$7,027</b>

<b>Property Value Based On Restricted Income Approach</b>	<b>\$954,767</b>
<b>Estimated Market Value</b>	<b>\$1,813,332</b>
<b>Factored Base Year</b>	<b>\$1,681,134</b>



SAN FRANCISCO  
**PLANNING DEPARTMENT**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2017 OCT 11 PM 4:22

BY B

October 10, 2017

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

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

Re: Transmittal of Planning Department Case Numbers: 2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS

Eight Individual Mills Act Historical Property Contract Applications for the following addresses: 215 and 229 Haight Street (formerly 55 Laguna Street); 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

BOS File Nos: \_\_\_\_\_ (pending)

Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On October 4, 2017 the San Francisco Historic Preservation Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Mills Act Historical Property Contract Applications. At the October 4, 2017 hearing, the Commission voted to approve the proposed Resolutions.

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

The Project Sponsors submitted the Mills Act applications on May 1, 2017. As detailed in the Mills Act application, the Project Sponsors have committed to Rehabilitation and Maintenance plans that will include both annual and cyclical scopes of work. The Mills Act Historical Property Contract will help the Project Sponsors mitigate these expenditures and will enable the Project Sponsors to maintain the properties in excellent condition in the future.

The Planning Department will administer an inspection program to monitor the provisions of the contract. This program will involve a yearly affidavit issued by the property owner verifying

[www.sfplanning.org](http://www.sfplanning.org)

**Transmittal Materials  
Mills Act Historical Property Contracts**

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, 2017 to become effective in 2018. Your prompt attention to this matter is appreciated.

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

Sincerely,



Aaron D. Starr  
Manager of Legislative Affairs

cc: Erica Major, Office of the Clerk of the Board  
Andrea Ruiz-Esquivel, City Attorney's Office

Attachments:

Mills Act Contract Case Report, dated October 7, 2015

215 and 229 Haight Street (formerly 55 Laguna Street)

Historic Preservation Commission Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation & Maintenance Plans

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

Mills Act Application

Historic Structure Report

56 Potomac Street

Historic Preservation Commission Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation & Maintenance Plans

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

Mills Act Application

60-62 Carmelita Street

Historic Preservation Commission Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation & Maintenance Plans

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

Mills Act Application

Transmittal Materials  
Mills Act Historical Property Contracts

101 Vallejo Street

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

627 Waller Street

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

940 Grove Street

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

973 Market Street

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

1338 Filbert Street

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

Genevieve Johansen

Jason Rivera

60 Carmelita Street  
San Francisco, CA 94117

March 19, 2018

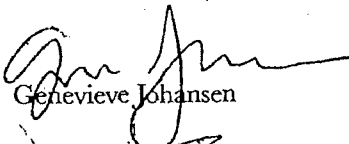
BOS Government Audit and Oversight Committee  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Attn: John Carroll, Clerk of the Committee  
BOS File No. 171100 [Mills Act Contract for 60-62 Carmelita Street]

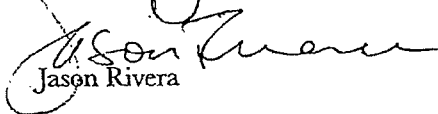
Dear Members of the Committee

We are writing to inform you that we have lived at 60 Carmelita Street since 2013, two years before Steve Tom and Patrick Mooney bought the property 60-62 Carmelita Street. We continue (and enjoy) living in 60 Carmelita Street since the purchase of the property. Since moving into 62 Carmelita Street, Steve and Patrick communicated to us their intention to have us remain living in 60 Carmelita Street as their tenants. And we're very happy they did!

Sincerely yours,



Genevieve Johansen



Jason Rivera

February 1, 2018

Spencer Feely  
74 Carmelita St.  
San Francisco, CA 94117

BOS Government Audit and Oversight Committee  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Attn: John Carroll, Clerk of the Committee  
BOS File No. 171100 [Mills Act Contract for 60-62 Carmelita Street]

To John Carroll, Clerk of the Committee,

My name is Spencer Feely and I am writing in support of the Mills Act application submitted by our neighbors at 60-62 Carmelita Street, Steve and Patrick.

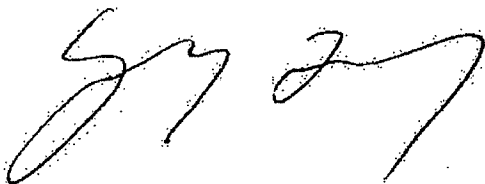
My wife Audrey and I have lived within the recently created Duboce Park Historic District for the past 20 years. We lived at 569-573 Waller Street until we bought, renovated, and moved to 74 Carmelita Street with our two children in 2006.

We are engaged members of the community, participating regularly in neighborhood and park events, such as the annual Duboce Park Tag Sale fundraiser and movie nights, and Audrey was a board member of Friends of Duboce Park for a few years.

We have seen a tremendous amount of positive change to the neighborhood in our time here. This change has been driven largely by the efforts and commitment to the neighborhood by the people who live here. Steve and Patrick with their recent work on their property at 60-62 Carmelita St. are clear examples of this tradition that has made this neighborhood such a wonderful place to live. They have done a wonderful job with their restoration, taking great care to be sensitive to both the character of the building and its relationship to the street environment. This is in stark contrast to the benign neglect of previous owners who did little, if any work at all beyond what was absolutely necessary to maintain status quo.

There was significant homeowner opposition to creating the Duboce Park Historic District. To help address our concerns, we were promised that the Mills Act process would be streamlined and made easier for residents to navigate. We strongly support the approval of Steve and Patrick's Mills Act application to help make it possible for them to continue to appropriately maintain a contributing neighborhood property.

Regards,





Amy Hockman and Brian Bone  
66 Carmelita Street  
San Francisco, CA 94117

BOS Government Audit and Oversight Committee  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Attn: John Carroll, Clerk of the Committee

RE: BOS File No. 171100 [Mills Act Contract for 60-62 Carmelita Street]

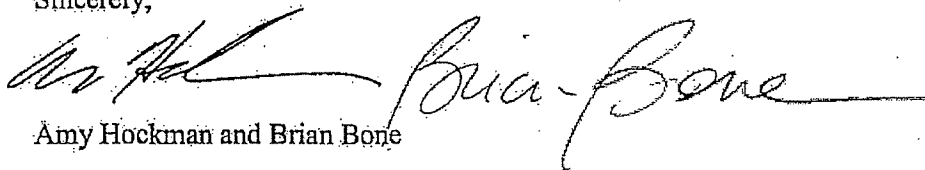
To whom it may concern:

We have lived on Carmelita Street since 2008 and are writing in support of the Mills Act application of our neighbors Patrick Mooney and Steve Tom at 60-62 Carmelita Street.

Since owning the property, Patrick and Steve have made considerable renovations to their property making sure to respect and restore the original details of their home while maintaining the character of our historic district. They have conducted extensive research into the period features, and at great personal expense, have executed on those findings (including and not limited to façade, trim, windows, doors, and entry ways).

Before their efforts, the building was "managed" by an absentee owner that neglected to invest in maintaining the historic treasure that the building is. In our opinion, Patrick and Steve have saved a historically significant home from further destruction and deterioration.

Sincerely,

  
Amy Hockman and Brian Bone

Ann Heath Karlstrom  
Paul J. Karlstrom  
73 Carmelita Street  
San Francisco, CA 94117

January 31, 2018

BOS Government Audit and Oversight Committee  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Attn: John Carroll, Clerk of the Committee  
Re: BOX File NO. 171100 [Mills Act Contract for 60-62 Carmelita Street]

Dear John Carroll:

We are writing to you in support of the above-referenced Mills Act application. The new owners of the building have been a positive addition to the neighborhood. At the time they purchased the building, Steve Tom and Patrick Mooney responded positively to requests from many of us not to evict neighbors Genevieve and Jason as work began on 60-62 Carmelita. In addition, they have done their best to alert us to the work and any inconvenience it might cause those of us living on this dead-end street. We consider them good and considerate neighbors.

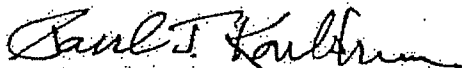
Their restoration of their new home has been done with great care to keep and enhance historic details, and the quality of the work speaks to their intention to be neighbors here for some time. This building definitely has a new lease on life, and we are grateful that it has been preserved rather than left to decline. It is an enhancement to the street.

We have lived on this block more than thirty years and have seen it change enormously for the good of the buildings—everyone works on saving and improving these homes, and the neighbors are bonded in their love of this street and its community. We have welcomed Steve and Patrick and hope their application will be looked on favorably, as we appreciate the work they have done and their enthusiasm for the neighborhood.

Sincerely,



Ann Heath Karlstrom



Paul J. Karlstrom

# ELISE SOMMERVILLE

BOS Government Audit and Oversight Committee  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
S.F. CA 94102

February 2, 2018

Dear John Carroll, Clerk of the Committee:  
Regarding BOS File # 171100 (Mills Act for 60-62 Carmelita St.)

I have owned my home on Carmelita St. for 18 years. Steve Tom and Patrick Mooney have added integrity to 60-62 Carmelita Street and to our neighborhood.

Their renovation has included:

1. Removing a 100+ year old tree. At first I was opposed, but with the drought, many old trees fell in our neighborhood. This removal protected the surrounding neighbors properties.
2. Adding a tree to our street
3. Quality exterior paint job. The prior owners had neglected the property.
4. Adding off street parking. Very much needed on our little dead end street.

I support their application for The Mills Act.

Sincerely,



Elise Sommerville

Félix Vega, VMD  
Robert H. Skinkle  
53 Carmelita Street  
San Francisco, CA 94117  
SkinkleVega@aol.com

January 8, 2018

Board of Supervisors Government Audit & Oversight Committee  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102

ATTN: John Carroll, Clerk of the Committee  
BOS File No. 171100 (Mills Act Contract for 60-62 Carmelita Street)

Dear Gentlemen and Ladies,

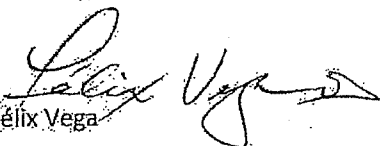
We are writing to support the application of Stephen Tom and Patrick Mooney under the Mills Act. We have lived at 53 Carmelita Street since 1991. For as long as we have lived on this street, we have always appreciated the sense of neighborhood that exists here. When Stephen and Patrick moved in last year not only did they fit in immediately, but they have contributed significantly to our sense of community. For example, they have played a key part in the Carmelita Street summer barbecue and have helped make our street a safe and fun destination for trick-or-treaters on Halloween.

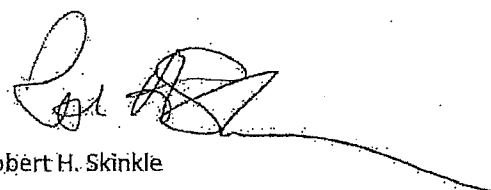
Félix serves as the captain for our Neighborhood Watch. Stephen and Patrick joined as soon as they were approached. They have hosted a block meeting and are regular participants in our email and phone trees. They are willing to help whenever any call goes out for volunteers.

The restoration that Stephen and Patrick have done at 60/62 Carmelita has been outstanding. Starting with the respectful way that went door-to-door to let all the neighbors know what they were planning, to the way they have consistently provided timely updates as construction progresses. The work that they have done and are doing on the exterior of the building has been top notch. It is obvious that they are choosing quality craftsmen and materials. Because of their efforts, the exterior of another building on our historic street in this Historic District has stopped declining, and is looking the best it has since we have been here. Their efforts are paying off for the entire neighborhood; the maintenance on our street continues to improve. Since they started the work on their home, two other neighbors have painted their buildings as well – the good work is contagious.

In conclusion, we hope that you approve their Mills Act application. In the short time that they have been here Stephen and Patrick have made significant contributions to our neighborhood and have become an integral part of our community. They are exactly the type of residents San Francisco and our Historic District need to keep not only the appearance, but the spirit of the neighborhood vibrant and moving forward. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

  
Félix Vega

  
Robert H. Skinkle

Stanley B. Watson  
49 Carmelita Street  
San Francisco, CA 94117

January 29, 2018

BOS Government Audit and Oversight Committee  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: John Carroll, Clerk of the Committee

Re: BOS File No. 171100 [Mills Act Contract for 60-62 Carmelita Street]

To Whom It May Concern:

I, Stanley B. Watson, have owned and lived in the house at 49 Carmelita Street since 1979. Since the time I moved into my home I have seen the neighborhood's Victorian era buildings gradually restored and maintained, the result being to create a beautiful and vibrant neighborhood.

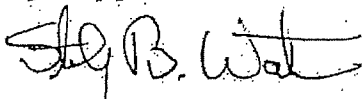
I am very committed to historic preservation and was proud to have my home included on the 1995 tour of the Victorian Alliance. Therefore I was pleased to have our street included in the Duboce Park Historic District.

Carmelita Street is only one-half block long and those who live on the street are a close and interconnected group. Since Steve Tom and Patrick Mooney moved to our street in 2015, they have been warm and engaged neighbors, interested in contributing to the fabric of our neighborhood.

Their renovation of 60-62 Carmelita was sensitive to the architecture of the street and arrested the damage that deferred maintenance and neglect can cause. Although I do not know the cost of their renovation, I can imagine it was significant.

As someone who owns a house over 100 years old, I do understand the cost of maintaining such buildings, and that the responsibility of maintenance is never over. I therefore am writing in support of my neighbors' application for a Mills Act contract, so that they will be supported in their work in this regard.

Very truly yours.



Stanley B. Watson

2/20/18 To: BOS Govern. Audit and Oversight Committee  
To John Carroll; Clerk of Committee , BOS File 171100  
Mills Act Contract for 60-62 Carmelita street , SF CA 94117

From Andra Young  
58 Carmelita street  
SF CA 94117 owner of 58 Carmelita street

My name is Andra Young . I am owner and reside at 58 Carmelita street and my family and I have owned and lived here since 1977. My home was built by Fernando Nelson in 1899.

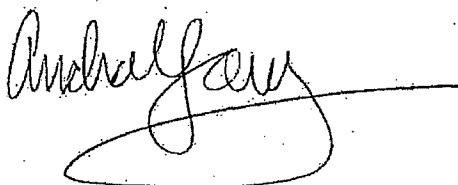
Steve and Patrick Mooney-Torn are my next door neighbors at 60-62 Carmelita street . They have and continue to be kind, respectful , generous, and responsible next door neighbors. It is a great asset to have them residing on our block. In this rare case , the majority of our residents on our small one block are owner lived in for decades. We take pride in being a historic block and all the buildings ( including 60-62 Carmelita ) being built by Fernando Nelson in the late 1800's, early 1900's.

They have kept their property immaculate , have done restoration and preservation on their historic building , landscaping/garden , front and back of their building in a manner that matches the existing features of this historic home .

As I am a direct next door neighbor , I can testify that Steve and Patrick have been nothing but kind and accommodating in regards to discussions and decisions on the restoration and repair work on their home and property . I've lived here since 1977, and there has never been such great care and maintenance to 60-62 Carmelita before with the previous owner as Steve and Patrick have exhibited since they bought the property. They and their home are an asset to our neighborhood.

I am a Board Member of the non profit Victorian Alliance.([VictorianAlliance.org](http://VictorianAlliance.org)) We are advocates for the preservation and restoration of public historic buildings on SF and the Bay Area. Even though 60-62 Carmelita is stuccoed ( but still maintains Edwardian features ), it was most likely done in an era in SF when this was a popular manner in which to preserve old Victorian homes . That does not change the fact that this building was built in 1898 by Fernando Nelson . Therefore, it IS a historic building the same as all the homes on Carmelita street .

Thank you very much .  
Sincerely ,  
Andra Young  
58 Carmelita st  
SF CA 94117  
[JadeAndra58A2@gmail.com](mailto:JadeAndra58A2@gmail.com)



**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: Patrick Mooney & Stephen G. Tom, property owners	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. Patrick Mooney & Stephen G. Tom	
Contractor address: 62 Carmelita Street San Francisco, CA 94117	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$11,382 (estimated property tax savings)
Describe the nature of the contract that was approved: Mills Act Historical Property Contract	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

**Carroll, John (BOS)**

---

**From:** Johnson, Sharon (BOS)  
**Sent:** Wednesday, March 21, 2018 11:39 AM  
**To:** Carroll, John (BOS)  
**Subject:** GAO Committee meeting of March 21, 2018 Item No. 1

Dear John,

Please add Supervisor Jeff Sheehy's name as a Sponsor of Steve Tom and Patrick Mooney's application for Mills Act request.

Thank you.

Sharon

**Sharon Johnson**

**Legislative Aide**

Office of Supervisor Jeff Sheehy

City Hall, 1 Dr. Carlton B. Goodlett Place, Room 284

San Francisco, California 94102

(415) 554-6987 | [sharon.p.johnson@sfgov.org](mailto:sharon.p.johnson@sfgov.org)

*(pronouns: she, her, hers)*