

File No. 161099 Committee Item No. 2
 Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
 AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date November 17, 2016

Board of Supervisors Meeting Date _____
 Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" 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 type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" 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 type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Case Report - 10/05/2015 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | HPC Reso No. 791 - 10/05/2016 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | DRAFT Rehabilitation and Maintenance Plan |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | DRAFT ASR Mills Act Valuation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mills Act Application |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Planning Letter - 10/11/2016 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Referral CEQA 10/26/2016 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Referral FYI 10/26/2016 |
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Completed by: Erica Major Date November 10, 2016
 Completed by: _____ Date _____

1 [Mills Act Historical Property Contract - 361 Oak Street]

2
3 **Resolution approving a historical property contract between Christopher J. Ludwig and**
4 **Liesl Ludwig, the owners of 361 Oak Street, and the City and County of San Francisco,**
5 **under Administrative Code, Chapter 71; and authorizing the Planning Director and the**
6 **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. 161099, 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, 361 Oak Street is individually listed in the California Register of Historic
24 Resources and thus qualifies as an historical property as defined in Administrative Code,
25 Section 71.2; and

1 WHEREAS, A Mills Act application for an historical property contract has been
2 submitted by Christopher J. Ludwig and Liesl Ludwig, the owners of 361 Oak Street, detailing
3 completed 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 361 Oak Street was reviewed by the Assessor's Office and
6 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 12, 2016, which
11 report is on file with the Clerk of the Board of Supervisors in File No. 161099 and is hereby
12 declared to be a part of this Resolution, as if set forth fully herein; and

13 WHEREAS, The Historic Preservation Commission recommended approval of the
14 historical property contract in its Resolution No. 791, including approval of the Rehabilitation
15 Program and Maintenance Plan, attached to said resolution, which is on file with the Clerk of
16 the Board of Supervisors in File No 161099 and is hereby declared to be a part of this
17 resolution as if set forth fully herein; and

18 WHEREAS, The draft historical property contract between Christopher J. Ludwig and
19 Liesl Ludwig, the owners of 361 Oak Street, and the City and County of San Francisco is on
20 file with the Clerk of the Board of Supervisors in File No. 161099 and is hereby declared to be
21 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 whether the City should execute the historical property contract for 361 Oak Street; and

1 WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the
2 owner of 361 Oak Street with the cost to the City of providing the property tax reductions
3 authorized by the Mills Act, as well as the historical value of 361 Oak Street and the resultant
4 property tax reductions, and has determined that it is in the public interest to enter into a
5 historical property contract with the applicants; now, therefore, be it

6 RESOLVED, That the Board of Supervisors hereby approves the historical property
7 contract between Christopher J. Ludwig and Liesl Ludwig, the owners of 361 Oak Street, and
8 the City and County of San Francisco; and, be it

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

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FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Christopher J. & Liesl Ludwig	
<i>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.</i>	
Contractor address: 361 Oak Street, San Francisco, CA 94102	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$16,918 (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

Filer Information <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



SAN FRANCISCO PLANNING DEPARTMENT

October 11, 2016

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

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Re: Transmittal of Planning Department Case Number: 2016-006192MLS
Mills Act Historical Property Contract Application for the following address:
361 Oak Street (Individually listed in the California Register of Historical
Resources)
BOS File No: _____ (pending)
Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On October 5, 2015 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 for the property located at 361 Oak Street, a property individually listed in the California Register of Historical Resources. At the October 5, 2015 hearing, the Commission voted to recommend approval of the attached draft Mills Act Historical Property Contract, rehabilitation and maintenance plans (hereinafter "Contract").


The Contract involves rehabilitation and maintenance plans that outline rehabilitation work and annual and long-term maintenance work to be performed. Please refer to the attached exhibits for specific work to be completed. The Contract will help the Project Sponsor mitigate these expenditures and will enable the Project Sponsor to maintain the property in excellent condition in the future.

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

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

Sincerely,


Aaron D Starr
Manager of Legislative Affairs

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 OCT 12 PM 2:45
BY 

**Transmittal Materials CASE NO. 2016-006192MLS
Mills Act Historical Property Contract**

Attachments:

Historic Preservation Commission Resolution No. 791
Mills Act Contract Case Report, dated October 5, 2016
Draft Mills Act Historical Property Contract
Exhibits A & B: Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

CC:

Alisa Somera, Assistant Clerk
Derek Evans, Assistant Clerk
John Carroll, Legislative Clerk
Conor Johnston, Aide to Supervisor Breed
Andrea Ruiz-Esquide, Deputy City Attorney



SAN FRANCISCO PLANNING DEPARTMENT

Historic Preservation Commission Resolution No. 791 HEARING DATE OCTOBER 5, 2016

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Filing Dates: May 1, 2015
Case No.: 2016-006185MLS
Project Address: 361 Oak Street
Landmark District: Individually listed on the California Register of Historical Resources
Zoning: RTO (Residential Transit Oriented District)
 40-X Height and Bulk District
Block/Lot: 0839/023
Applicant: Christopher J. Ludwig and Liesl Ludwig
 361 Oak Street
 San Francisco, CA 94102
Staff Contact: Shannon Ferguson – (415) 575-9074
 shannon.ferguson@sfgov.org
Reviewed By: Tim Frye – (415) 575-6822
 tim.frye@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 361 OAK 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 361 Oak Street is individually listed in the California Register of Historical Resources and thus qualifies as a historic property; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 361 Oak Street, which are located in Case Docket No. 2016-006185MLS. The Planning Department recommends approval of the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan; and

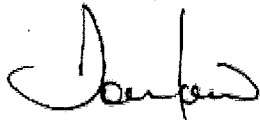
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 361 Oak Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on October 5, 2016, 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 361 Oak Street, which are located in Case Docket No. 2016-006185MLS.

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 361 Oak Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED, That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 361 Oak Street, and other pertinent materials in the case file 2016-006185MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 5, 2016.



Jonas P. Ionin
Commissions Secretary

AYES: K. Hasz, A. Hyland, E. Johnck, R. Johns, D. Matsuda, J. Pearlman, A. Wolfram

NOES: None

ABSENT: None

ADOPTED: October 5, 2016



SAN FRANCISCO PLANNING DEPARTMENT

Mills Act Contracts Case Report

Hearing Date: October 5, 2015

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

- a. *Filing Date:* May 1, 2015
Case No.: 2016-006192MLS
Project Address: 101-105 Steiner
Landmark District: Duboce Park Landmark District
Zoning: RTO (Residential Transit Oriented District)
40-X Height and Bulk District
Block/Lot: 0866/009
Applicant: Jason Monberg & Karli Sager
56 Potomac Street
San Francisco, CA94117
- b. *Filing Date:* May 1, 2015
Case No.: 2016-006185MLS
Project Address: 361 Oak Street
Landmark District: Individually listed in the California Register of Historical Resources
Zoning: RTO (Residential Transit Oriented District)
40-X Height and Bulk District
Block/Lot: 0839/023
Applicant: Christopher J. Ludwig and Liesl Ludwig
361 Oak Street
San Francisco, CA 94102
- c. *Filing Date:* May 1, 2015
Case No.: 2016-006181MLS
Project Address: 1036 Vallejo Street
Landmark District: Russian Hill-Vallejo Street Crest National Register Historic District
Zoning: RH-2 (Residential-House, Two Family)
40-X Height and Bulk District
Block/Lot: 0127/007
Applicant: Kian Beyzavi & Hamid Amiri
227 14th Ave
San Francisco, CA 94118
- d. *Filing Date:* May 1, 2015
Case No.: 2016-006229MLS
Project Address: 1338 Filbert Street
Landmark District: San Francisco Landmark No 232, 1338 Filbert Cottages
Zoning: RH-2 (Residential-House, Two Family)
40-X Height and Bulk District
Block/Lot: 0524/031, 0524/032, 0524/033, 0524/034



Applicant: Dominique Lahaussais & David N. Low
30 Blackstone Court
San Francisco, CA 94123

PROPERTY DESCRIPTIONS

- a. **101-105 Steiner Street:** The subject property is located on the west side of Steiner Street between Hermann and Waller streets; the south elevation abuts Duboce Park. Assessor's Block 0866, Lot 009. The subject property is within a RTO (Residential Transit Oriented District) Zoning District and a 40-X Height and Bulk District. The property is a contributor to the Duboce Park Landmark District. It is a three-story plus basement, wood frame, multiple family building designed in the Edwardian style and constructed in 1903.
- b. **361 Oak Street:** The subject property is located on the south side of Oak Street between Laguna and Octavia streets. Assessor's Block 0839, Lot 023. The subject property is located within a RTO (Residential Transit Oriented District) and a 40-X Height and Bulk District. The property is individually listed on the California Register of Historical Resources, located in the Hayes Valley Residential Historic District. It is a two-story, wood frame, single-family dwelling designed in the Italianate style and built in 1885.
- c. **1036 Vallejo Street:** The subject property is located on the north side of Vallejo Street between Jones and Taylor streets. Assessor's Block 0127, Lot 007. The subject property is located within a RH-2 (Residential – House, Two Family) and a 40-X Height and Bulk District. The property is a contributor to the Russian Hill-Vallejo Street Crest National Register of Historic Places District. It is a two and half-story, wood frame, single-family dwelling designed in the Shingle style and built in 1906.
- d. **1338 Filbert Street:** The subject property is located on the north side of Filbert Street between Polk and Larkin streets. Assessor's Block 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 property contract, and proposed rehabilitation and maintenance plan, and make a recommendation for approval or disapproval to the Board of Supervisors.

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

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

MILLS ACT REVIEW PROCEDURES

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

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

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

APPLICABLE PRESERVATION STANDARDS

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

TERM

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

ELIGIBILITY

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

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

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.

PUBLIC/NEIGHBORHOOD INPUT

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

STAFF ANALYSIS

The Department received six Mills Act applications by the May 1, 2015 filing date. One application, 166 Geary (Block/Lot: 0127/007), was incomplete. 53-57 Potomac Street (0865/009) did not receive a first year

reduction and the application was withdrawn by the Project Sponsor. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the remaining five attached draft historical property contracts, which include a draft rehabilitation and maintenance plan for the historic building. Department Staff believes the draft historical property contracts and plans are adequate.

- a. **101-105 Steiner 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 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 under Article 10 of the Planning Code.

The applicant has already completed a partial foundation improvement to the enclosed porch at the rear of the building. The proposed Rehabilitation Plan includes repair and in-kind replacement of double-hung, wood sash windows; roof repair and replacement; seismic upgrade; replacement of non-original siding with compatible wood siding on enclosed rear porch; siding repair; and painting.

The proposed Maintenance Plan includes annual inspection of the roof and drainage systems; attic; exterior wood siding; windows; porch; basement and foundation 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.

- b. **361 Oak 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 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 an individually listed property on the California Register of Historic Resources, located in Hayes Valley Residential Historic District.

The proposed Rehabilitation Plan includes consultation with a structural engineer on possible need for seismic upgrade; new compatible wood windows; new roof; and painting.

The proposed Maintenance Plan includes annual inspection siding, windows, and gutters; and inspection of the roof and cast iron fencing 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.

- c. **1036 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, Preservation 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 Russian Hill-Vallejo Crest National Register Historic District.

The proposed Rehabilitation Plan includes repair and in-kind replacement of multi-pane, double-hung, wood sash windows; seismic upgrade; in-kind repair to wood trim and shingles; roof and gutter repair; and in-kind repair to front stairs.

The proposed Maintenance Plan includes annual inspection of the windows, wood siding and shingles, and gutters; as well as 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.

- d. **1338 Filbert 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 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.

PLANNING DEPARTMENT RECOMMENDATION

Based on information received from the Assessor-Recorder, 101-105 Steiner Street will receive an estimated 44.5% first year reduction; 361 Oak Street will receive an estimated 55.0% first year reduction; 1036 Vallejo Street will receive an estimated 28.1% first year reduction; and 1338 Filbert Street #1 will not receive a first year reduction, 1338 Filbert Street #2 will receive a 22.7% first year reduction, 1338 Filbert Street #3 will receive a 12.2% first year reduction, and 1338 Filbert Street #4 will receive a 0.5% reduction as a result of the Mills Act Contract.

The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending approval of these Mills Act Historical Property Contracts and Rehabilitation and Maintenance Plans 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.

HISTORIC PRESERVATION COMMISSION ACTIONS

Review and adopt a resolution for each property:

1. Recommending to the Board of Supervisors the 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:

Mill Act Applications
October 5, 2016

2016-006192MLS; 2016-006185MLS; 2016-006181MLS; 2016-006229MLS
101-105 Steiner Street; 361 Oak Street; 1036 Vallejo Street; 1338 Filbert Street

a. 101-105 Steiner 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
Mills Act Application

b. 361 Oak Street

Draft Resolutions
Draft Mills Act Historical Property Contract
Draft Rehabilitation Program & Maintenance Plan
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

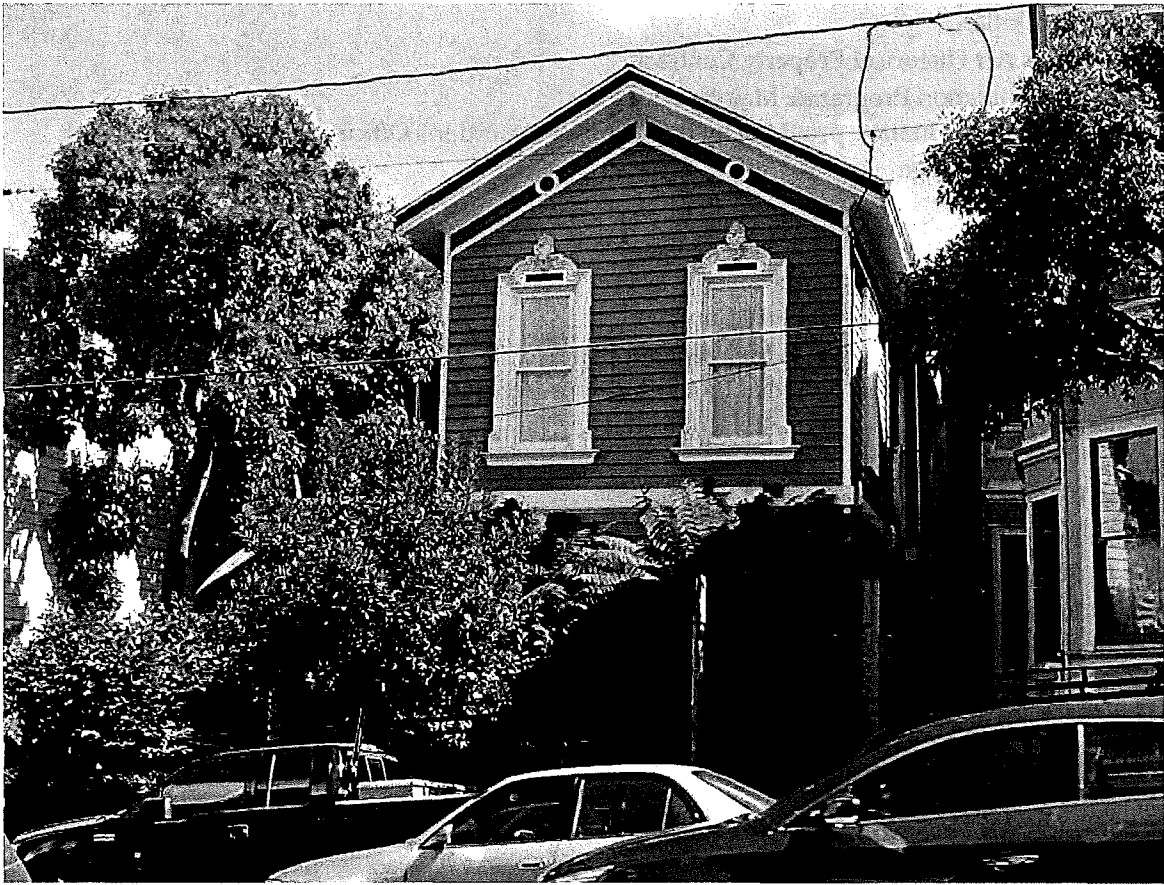
c. 1036 Vallejo Street

Draft Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation Program & Maintenance Plan
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

d. 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
Mills Act Application and Historic Structure Report

SITE PHOTO



AERIAL PHOTO



SUBJECT PROPERTY

DRAFT MILLS ACT HISTORICAL PROPERTY
CONTRACT

Recording Requested by, and
when recorded, send notice to:
Shannon M. Ferguson
1650 Mission Street, Suite 400
San Francisco, CA 94103

**CALIFORNIA MILLS ACT
HISTORIC PROPERTY AGREEMENT
361 OAK 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 Christopher J. Ludwig and Liesl Ludwig ("Owners").

RECITALS

Owners are the owners of the property located at 361 Oak Street, in San Francisco, California (Block 0839, Lot 023). The building located at 361 Oak Street is individually listed in the California Register of Historical Resource and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost two hundred five thousand, six hundred forty dollars (\$205,640.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately three thousand five hundred dollars (\$3,500.00) 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 or Permits to Alter, as appropriate approved under Planning Code Article[s] 10 or 11, as appropriate. 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 or Permits to Alter; as appropriate approved under Planning Code Article 10 or 11, as appropriate.

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: _____ DATE: _____
Assessor-Recorder

By: _____ DATE: _____
Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: _____ DATE: _____
_____, Deputy City Attorney

OWNERS

By: _____ DATE: _____
_____, Owner

By: _____ DATE: _____
_____, Owner

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

EXHIBITS A AND B:
DRAFT REHABILITATION AND MAINTENANCE
PLAN

Rehabilitation/Restoration Plan for 361 Oak Street

Scope: #1	Building Feature: Foundation		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019			
Total Cost: \$5,000			
<p>Description of work:</p> <p>Consult with a structural engineer on possible need for a seismic upgrade. Make necessary repairs to foundation as recommended by structural engineer.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #2	Building Feature: Windows 1		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019			
Total Cost: \$42,816			
<p>Description of work:</p> <p>8 new custom wood windows with insulated glass on lower level. Prep, prime, and paint windows and trim.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #3	Building Feature: Windows 2		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2021			
Total Cost: \$37,464			
<p>Description of work:</p> <p>7 new custom wood windows with insulated glass on upper level. Prep, prime, and paint windows and trim.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #5	Building Feature: Roof		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$45,000			
<p>Description of work: Remove and dispose of existing roof. Provide and install 1/2 plywood over existing sheathing, paper, and 50 yr. shingles</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #4	Building Feature: Painting		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2027			
Total Cost: \$75,360			
<p>Description of work: Provide and apply materials to power wash, prime, prep, and paint 5 Victorian colors on 4 sides of a 2 story building.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Maintenance Plan for 361 Oak Street

Scope: # 6		Building Feature: Siding	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,500			
<p>Description of work: Inspect and repair damaged siding; clean the house with hose water or, if necessary, pressure hose washer.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: # 7		Building Feature: Windows	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000			
<p>Description of work: Inspect and wash all windows. Repair and repaint as necessary</p>			

Scope: # 8		Building Feature: Gutters	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000			
<p>Description of work: Inspect, clean and maintain all roof gutters, drains and downspouts.</p>			

Scope: # 9		Building Feature: Cast Iron Fence	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Every five years			
Total Cost: \$500			
Description of work: Inspect, wash, maintain and paint as necessary the front railings			

Scope: # 10		Building Feature: Roof	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Every five years			
Total Cost: \$1,500			
Description of work: Inspect, repair and replace roofing, flashing and drainage as needed.			

DRAFT MILLS ACT VALUATION PROVIDED BY
THE ASSESSOR-RECORDER'S OFFICE



Office of the Assessor / Recorder - City and County of San Francisco
2016 Mills Act Valuation



361 Oak Street

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

APN:	0839 023	Lien Date:	7/1/2016
Address:	361 Oak Street	Application Date:	4/29/2016
SF Landmark No.:	N/A	Valuation Date:	7/1/2016
Applicant's Name:	Christopher and Liesl Ludwig	Valuation Term:	12 Months
Agt./Tax Rep./Atty:	None	Last Sale Date:	12/17/2012
Fee Appraisal Provided:	No	Last Sale Price:	\$2,500,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,560,353	Land	\$702,000	Land	\$1,920,000
Imps.	\$1,040,235	Imps.	\$468,000	Imps.	\$1,280,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
Total	\$2,600,588	Total	\$1,170,000	Total	\$3,200,000

Property Description

Property Type:	SFR	Year Built:	1885	Neighborhood:	Hayes Valley
Type of Use:	SFR	(Total) Rentable Area:	3702	Land Area:	5,280
Owner-Occupied:	Yes	Stories:	2	Zoning:	RH-3
Unit Type:	Residential	Parking Spaces:	4 Car-Uncovered		

Special Conditions (Where Applicable)

Conclusions and Recommendations

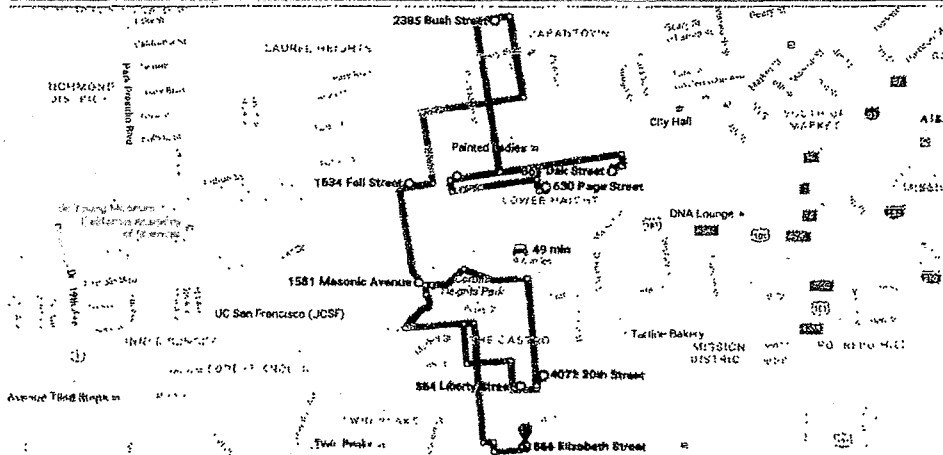
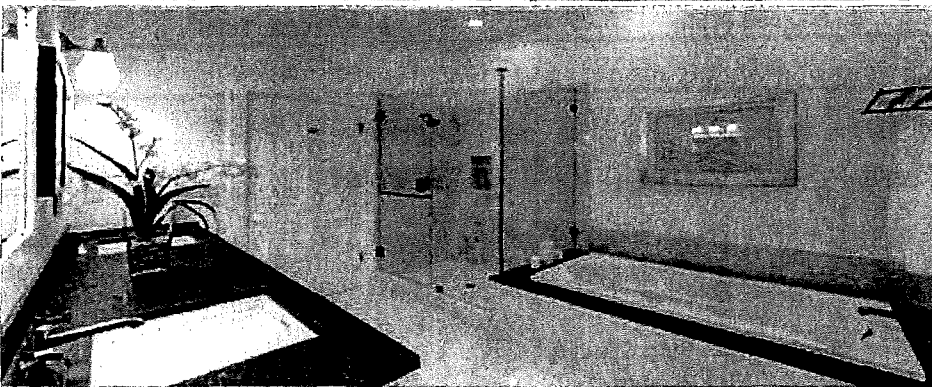
	Per SF	Total
Factored Base Year Roll	\$702	\$ 2,600,588
Income Approach - Direct Capitalization	\$316	\$ 1,170,000
Sales Comparison Approach	\$864	\$ 3,200,000
Recommended Value Estimate	\$ 316	\$ 1,170,000

Appraiser:	Bryan Bibby	Principal Appraiser:	Greg Wong	Date of Report:	8/9/2016
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SUBJECT PHOTOGRAPHS AND LOCATOR MAP

Address: 381 Oak Street

APN: 0839 023



INCOME APPROACH

Address: 361 Oak Street
 Lien Date: 7/1/2016

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income*	\$11,900	x	12	\$142,800
Less: Vacancy & Collection Loss			3%	<u>(\$4,284)</u>
Effective Gross Income				\$138,516
Less: Anticipated Operating Expenses (Pre-Property Tax)**			15%	<u>(\$20,777)</u>
Net Operating Income (Pre-Property Tax)				\$117,739

Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			4.0000%	
2015 property tax rate ***			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	60	0.0167	0.6667%	
Improvements constitute % of total property value	40%			10.0993%

RESTRICTED VALUE ESTIMATE **\$1,165,813**

ROUNDED TO **\$1,170,000**

Notes:

- * *Potential Gross Income was based on rental comps selected on the next page. Rental Comp #3 (at \$3.28/sf per month) was weighted slightly more than the other comps due to its similar total room & bedroom counts to the subject, similar property type & its overall similar appeal to potential renters. The subject's rent amount was concluded to be \$11,900/month or \$3.21/sf. This monthly rent amount equated to the same monthly rent amount as Rental Comps #2 and 5.*
- ** *Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.*
- *** *The 2016 property tax rate will be determined in September, 2016.*

Rent Comparables

Address: 361 Oak Street
Lien Date: 7/1/2016

Rental Comp #1



Listing Agent: J. Wavro Associates
Address: 1634 Fell Street
Cross Streets: Masonic Avenue
SF: 3,387
Layout: SFR w/in-Law Unit:10/6/3.5, no car parking
Monthly Rent \$10,425
Rent/Foot/Mo \$3.08
Annual Rent/Foot: \$36.94

Rental Comp #2



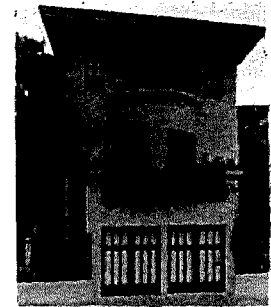
Listing Agent: Sotheby's International Realty-San Francisco
Address: 4072 20th Street
Cross Streets: Noe Street
SF: 2,919
Layout: SFR:9/4/3, 1 car parking
Monthly Rent \$11,900
Rent/Foot/Mo \$4.08
Annual Rent/Foot: \$48.92

Rental Comp #3



Listing Agent: Tower Rents
Address: 564 Liberty Street
Cross Streets: Castro Street
SF: 3,200
Layout: SFR: 9/4/3, 1 car parking
Monthly Rent \$10,500
Rent/Foot/Mo \$3.28
Annual Rent/Foot: \$39.38

Rental Comp #4






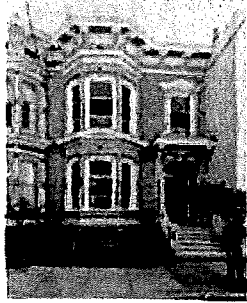
Listing Agent: Zillow Rental Network
Address: 1581 Masonic Avenue
Cross Streets: Upper Terrace
SF: 3,051
Layout: SFR 8/4/3.5 2 car parking
Monthly Rent \$12,500
Rent/Foot/Mo \$4.10
Annual Rent/Foot: \$49.16

Rental Comp #5



Listing Agent: Zillow Rental Network
Address: 566 Elizabeth Street
Cross Streets: Castro Street
SF: 3,377
Layout: SFR w/in-Law Unit:12/5/4, 1 car parking
Monthly Rent \$11,900
Rent/Foot/Mo \$3.52
Annual Rent/Foot: \$42.29

SINGLE FAMILY MARKET ANALYSIS

	Subject A	Sale 1-B	Sale 2-C	Sale 3-D			
APN	0838 023	1205 016	0843 013	0679 020A			
							
Address	361 Oak Street	1350 Fell Street	630 Page Street	2385 Bush Street			
Sales Price		\$3,325,000	\$2,995,000	\$2,830,000			
Sale Price / Square Foot		\$905	\$998	\$987			
	Description	Description	Adjust.	Description	Adjust.	Description	Adjust.
Date of Valuation/Sale	07/01/16	06/03/16		5/13/2016		03/03/16	
Neighborhood	Hayes Valley	North Panhandle		Hayes Valley		Lower Pacific Heights	
Proximity to Subject	--	Within Reasonable Proximity		Within Reasonable Proximity		Within Reasonable Proximity	
Land Area	5,280	3,438	74,000	4,120	48,000	1,520	150,000
View Type	Neighborhood	Neighborhood		Neighborhood		Neighborhood	
Year Built	1885	1900		1900		1900	
Condition Type	Good/Updates	Good/Updates		Good/Updates		Good/Updates	
Traffic	Busy Street	Busy Street		Non-Busy Street	(\$300,000)	Arterial Street	(\$85,000)
Building Area	3,702	3,675	9,000	3,000	248,000	2,928	271,000
Total Number of Rooms	9	10		7		8	
Bedroom Count	4	3		5		4	
Bath Count	2.5	2.5		2.0	\$20,000	3.5	(\$40,000)
Number of Stairs	2	2		2		2	
Parking Type/Count	4 Car-Uncovered	2 Car Garage		2 Car-Uncovered	\$50,000	1 Car Garage	\$50,000
Bonus Living Area	None	2 Bonus Rms & 1 Bath	(\$120,000)	Incl. In GLA Above		Incl. In GLA Above	
Other Amenities	None	None		None		None	
Net Adjustments			(\$37,000)		\$62,000		\$346,000
Indicated Value	\$3,200,000		\$3,288,000		\$3,057,000		\$3,176,000
Adjust. \$ Per Sq. Ft.	\$864		\$888		\$828		\$858

Value Range:	Low	High	VALUE CONCLUSION:	\$3,200,000	\$864
Adjust. \$ Per Sq. Ft.	\$3,057,000	\$3,288,000			
	\$826	\$888			

REMARKS: The subject's property features were based on assessor records, listing data & recent building plans/permits from DBI. Subject's uncovered parking spaces were considered half of one garage parking space for the comps.

- Adjustments are made to the comparables. (Rounded to the nearest \$1,000.)
- *Lot Area adj. based on per square foot \$ 40 over a % variance o 0%
 - *GLA adjustment based on per square foot of \$ 350 over a % variance o 0%
 - *Bathroom variance adjustment based on \$ 40,000 per bath variance.
 - *Garage parking space adjustment based on \$ 50,000 per space variance.

Other types of adjustments as noted below:
 Traffic adj. at 10% of the sales price for Comp #2 superior street location attributes. Comp #3 was located on a less busy arterial street and was adj. at 3% of the sales price.
 Comp #1 features a bonus living area on the ground floor comprising of two bonus rooms with a bath. Adj. at \$120,000 for this additional living area. Half bath adj. at \$20,000 each.

Although all of the comps were considered in the value conclusion, Comp #1 was weighted slightly more than the others due to its similar GLA range to the subject, recent sale date to the event date analyzed, modest net adjustments & similar traffic attributes. Comp #2 was located in the same neighborhood as the subject. Comp #3 features the same number of bedrooms as the subject.

MARKET VALUE		ASSESSED VALUE	
LAND	\$1,920,000	LAND	\$1,560,353
IMPROVEMENTS	\$1,280,000	IMPROVEMENTS	\$1,040,235
TOTAL	\$3,200,000	TOTAL	\$2,600,588
Market Value / Foot	\$864	Assessed Value / Foot	\$702

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:

Christopher J. Ludwig

PROPERTY OWNER 1 ADDRESS:

361 Oak Street

TELEPHONE:

() 415 717-1494

EMAIL:

cjludwig@gmail.com

PROPERTY OWNER 2 NAME:

Liesl Ludwig

PROPERTY OWNER 2 ADDRESS:

361 Oak Street

TELEPHONE:

(415) 806-6844

EMAIL:

lieslanne@hotmail.com

PROPERTY OWNER 3 NAME:

N/A

PROPERTY OWNER 3 ADDRESS:

TELEPHONE:

()

EMAIL:

2. Subject Property Information

PROPERTY ADDRESS:

361 Oak Street

PROPERTY PURCHASE DATE:

December 17, 2012

MOST RECENT ASSESSED VALUE:

\$2,561,526.00

ZIP CODE:

94102

ASSESSOR BLOCK/LOT(S):

0839 023

ZONING DISTRICT:

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

Owner Signature: _____

Date: April 29, 2016

Owner Signature: _____

Date: April 29, 2016

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 NO

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

YES NO

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

Application for Exemption from Property Tax Valuation

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

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

4. Property Tax Bill

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

PROPERTY OWNER NAMES:

Christopher J Ludwig

Liesl Ludwig

MOST RECENT ASSESSED PROPERTY VALUE:

\$2,561,526

PROPERTY ADDRESS:

261 Oak Street


5. Other Information

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

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

Owner Signature: 

Date: April 29, 2016

Owner Signature: 

Date: April 29, 2016

Owner Signature: _____

Date: _____

5. Rehabilitation/Restoration & Maintenance Plan

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

YES NO

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

YES NO

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and/or the California Historic Building Code.

YES NO

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

YES NO

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

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

_____ (Provide a scope number)

BUILDING FEATURE:

Rehab/Restoration Maintenance Completed Proposed

CONTRACT YEAR FOR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

6. Draft Mills Act Historical Property Agreement

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

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

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

California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)

361 Oak 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 Christopher and Liesl Ludwig ("Owner/s").

RECITALS

Owners are the owners of the property located at 361 Oak Street, in San Francisco, California
0839 / 023. The building located at 361 Oak Street

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

is designated as listed in the California Register of Historical Resources (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 Two Hundred Five Thousand Six Hundred Forty (\$ 205,640). 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 Thirty Nine Hundred (\$ 3,900) 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:

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

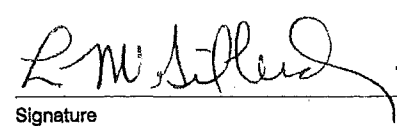
Print name
DEPUTY CITY ATTORNEY



Signature

4/29/16

Date



Signature

4/29/16

Date

Christopher J Ludwig

Print name
OWNER

Liesl Ludwig

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.)

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

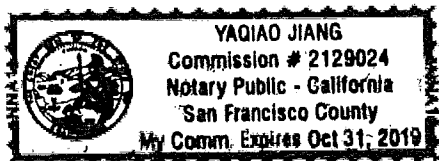
On 04/29/2016 before me, YAQIAO JIANG (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Christopher Ludwig
Name(s) of Signer(s)
Liesl Ludwig

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 Yaqiao Jiang
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.

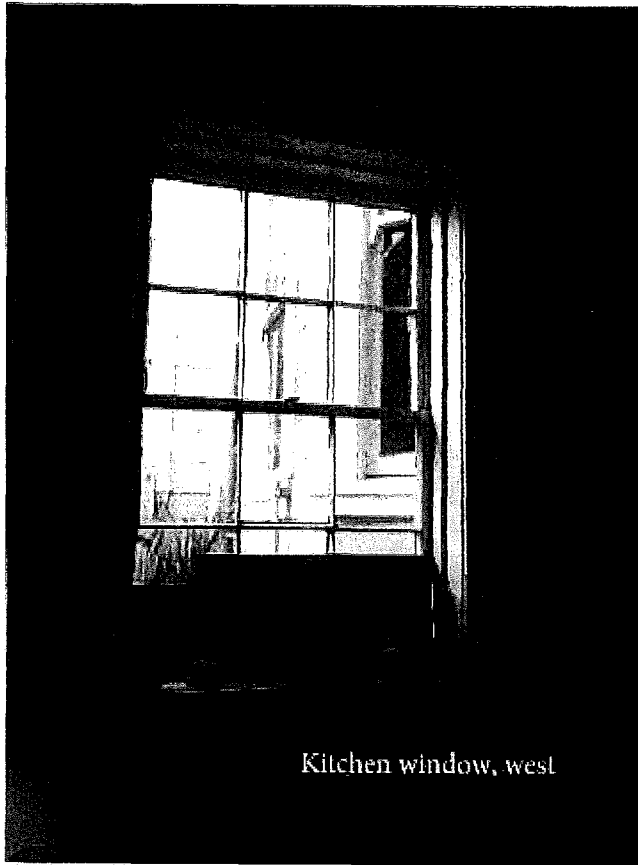
Description of Attached Document

Title or Type of Document: California Mills Act Historical Property Agreement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

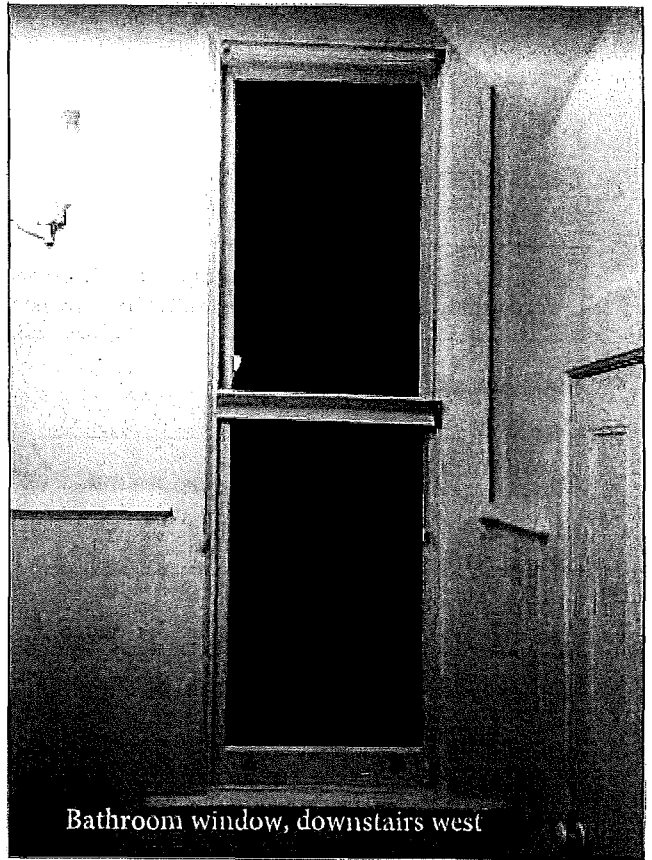
Capacity(ies) Claimed by Signer(s)

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

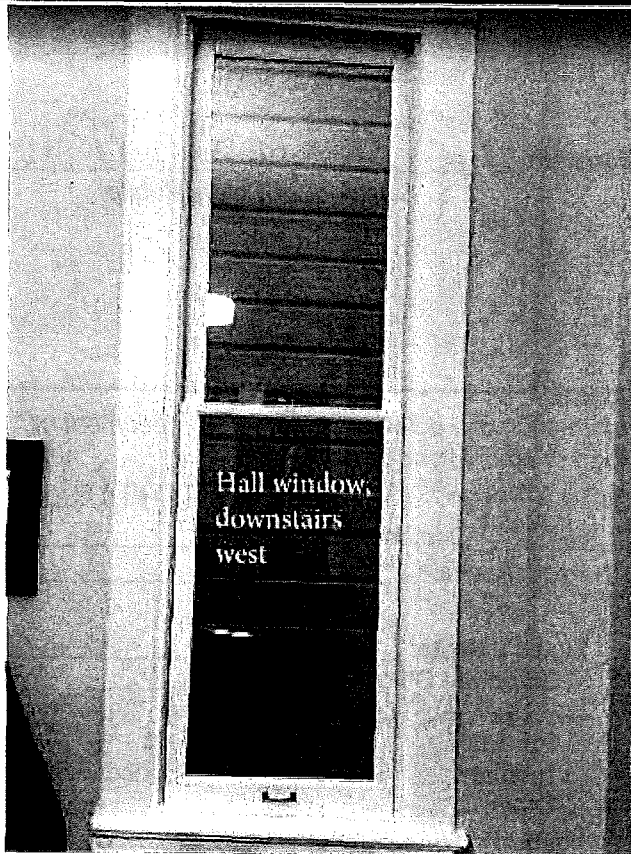
Signer's Name: _____
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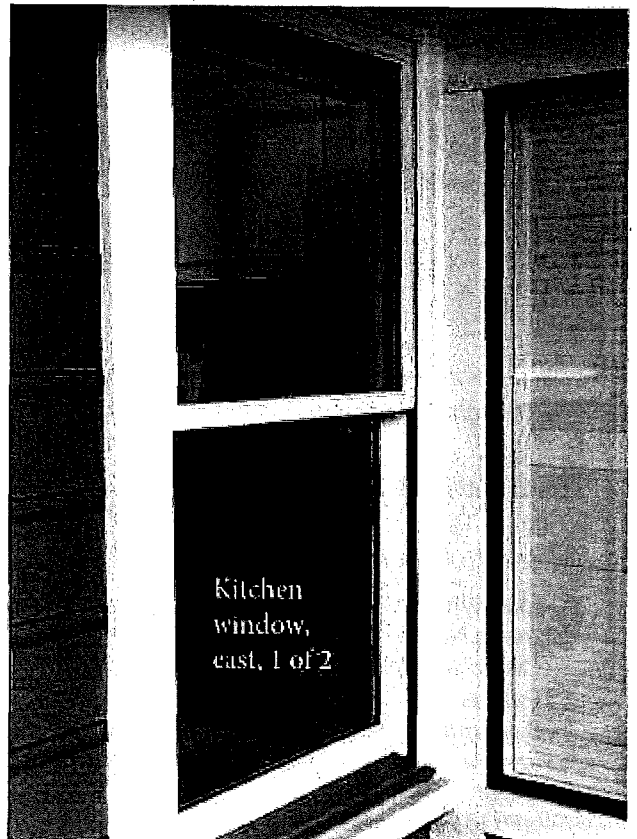
Kitchen window, west



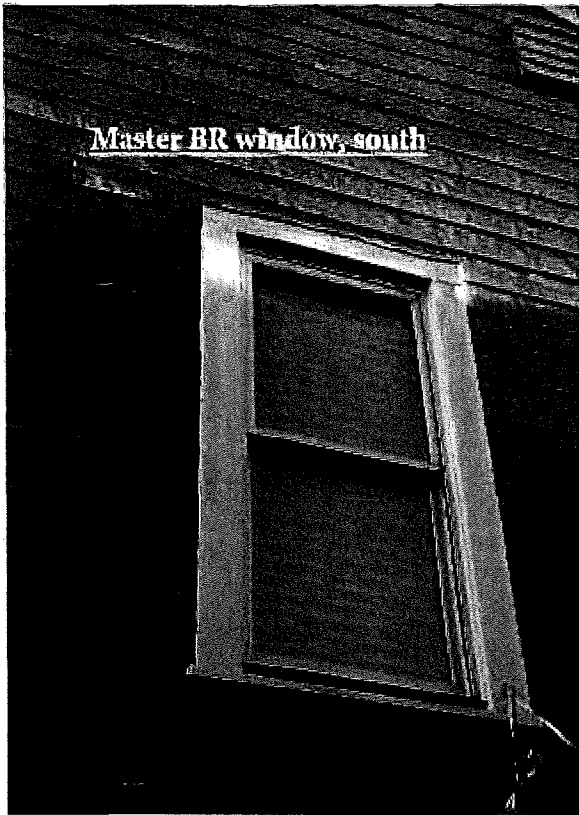
Bathroom window, downstairs west



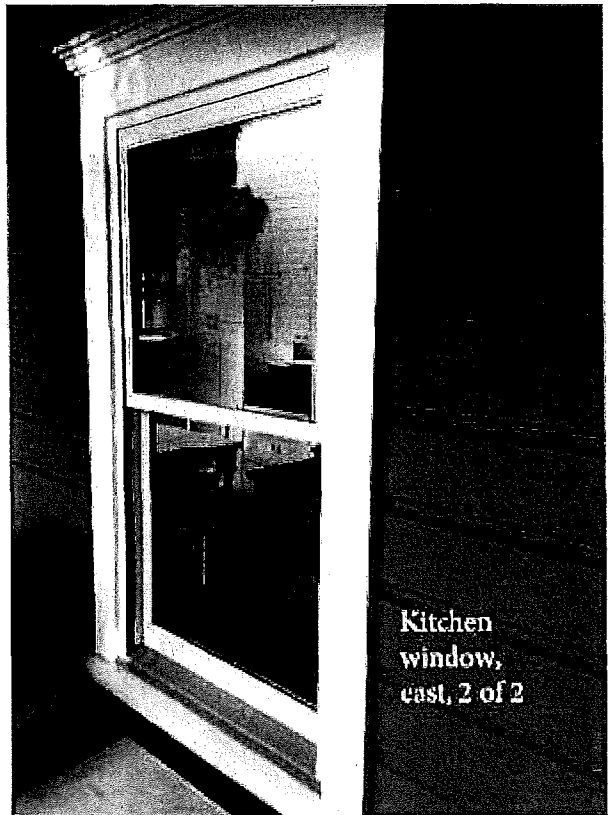
Hall window,
downstairs
west



Kitchen
window,
east, 1 of 2



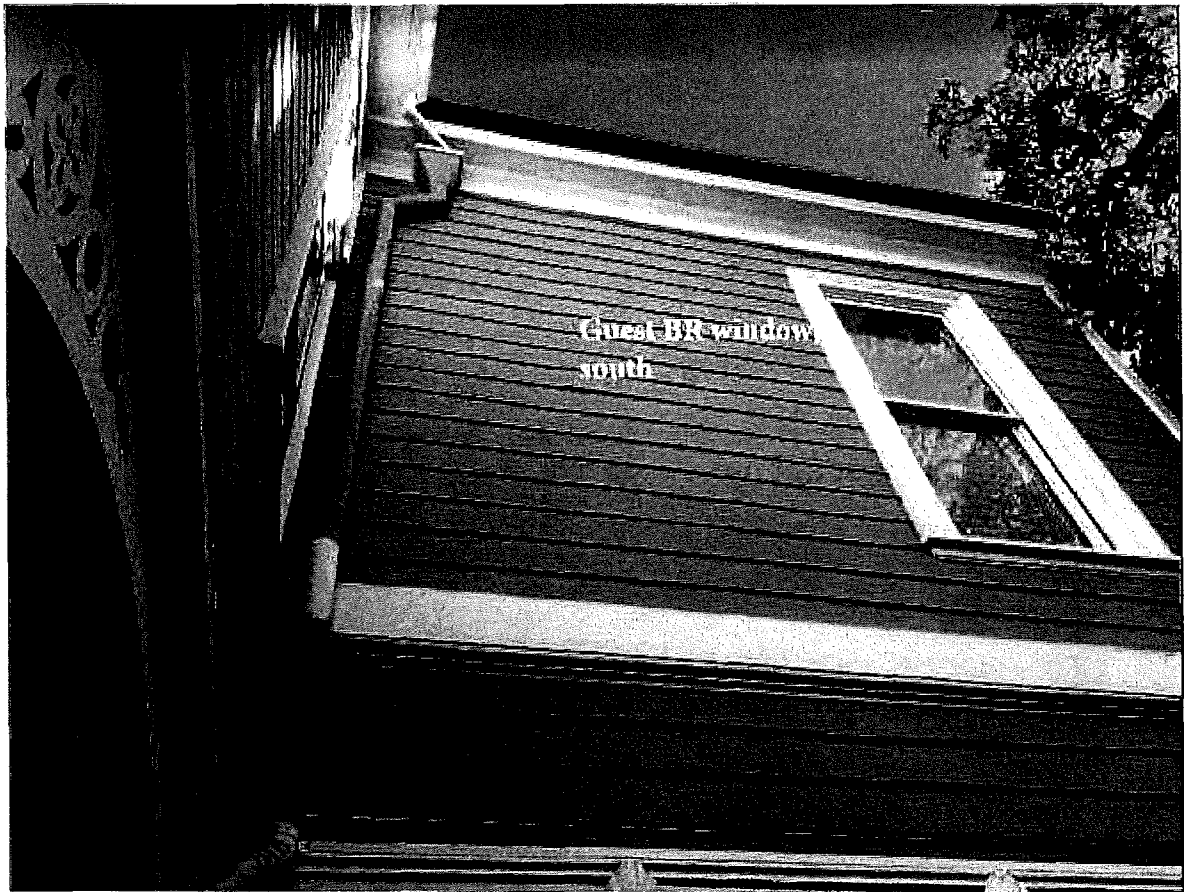
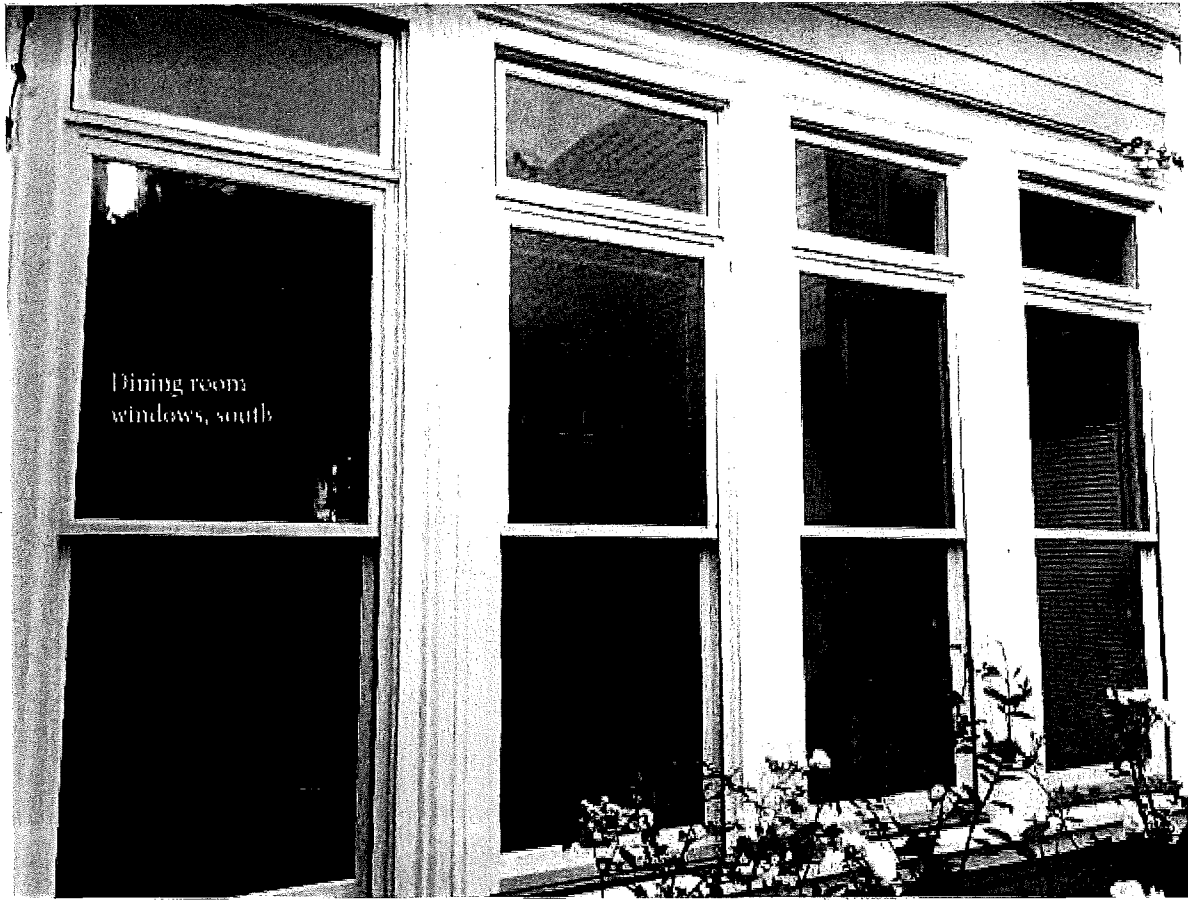
Master BR window, south

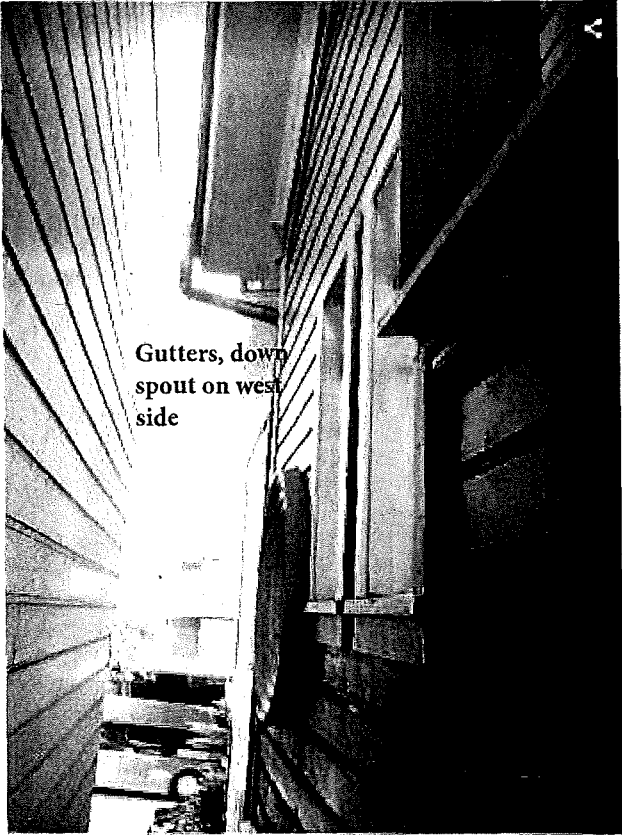


Kitchen window, east, 2 of 2

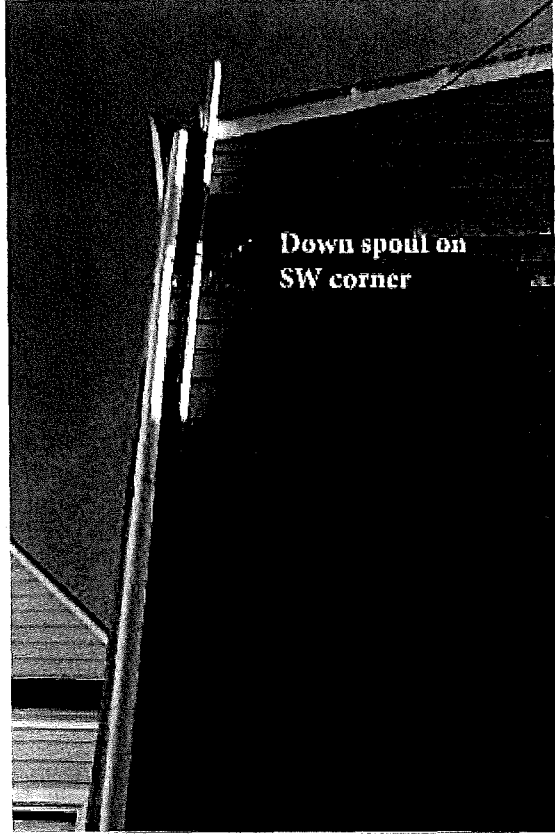


Master BR window, east

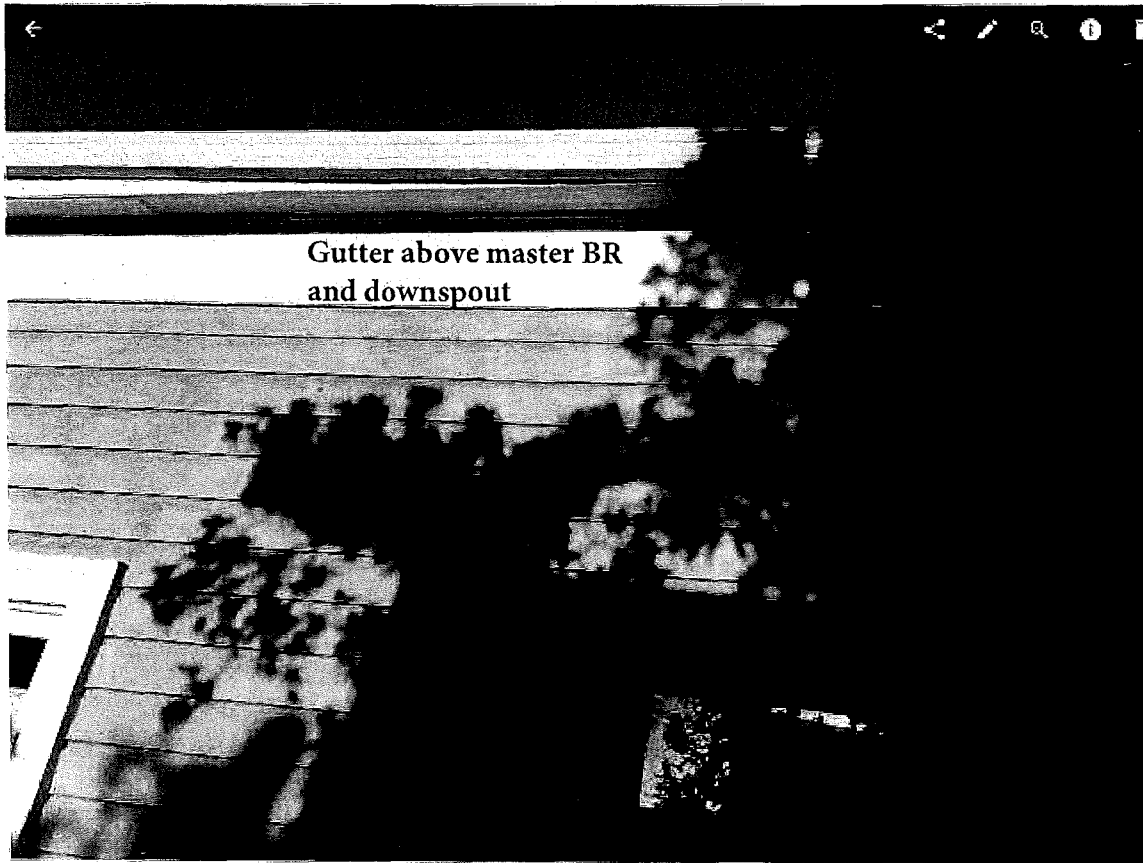




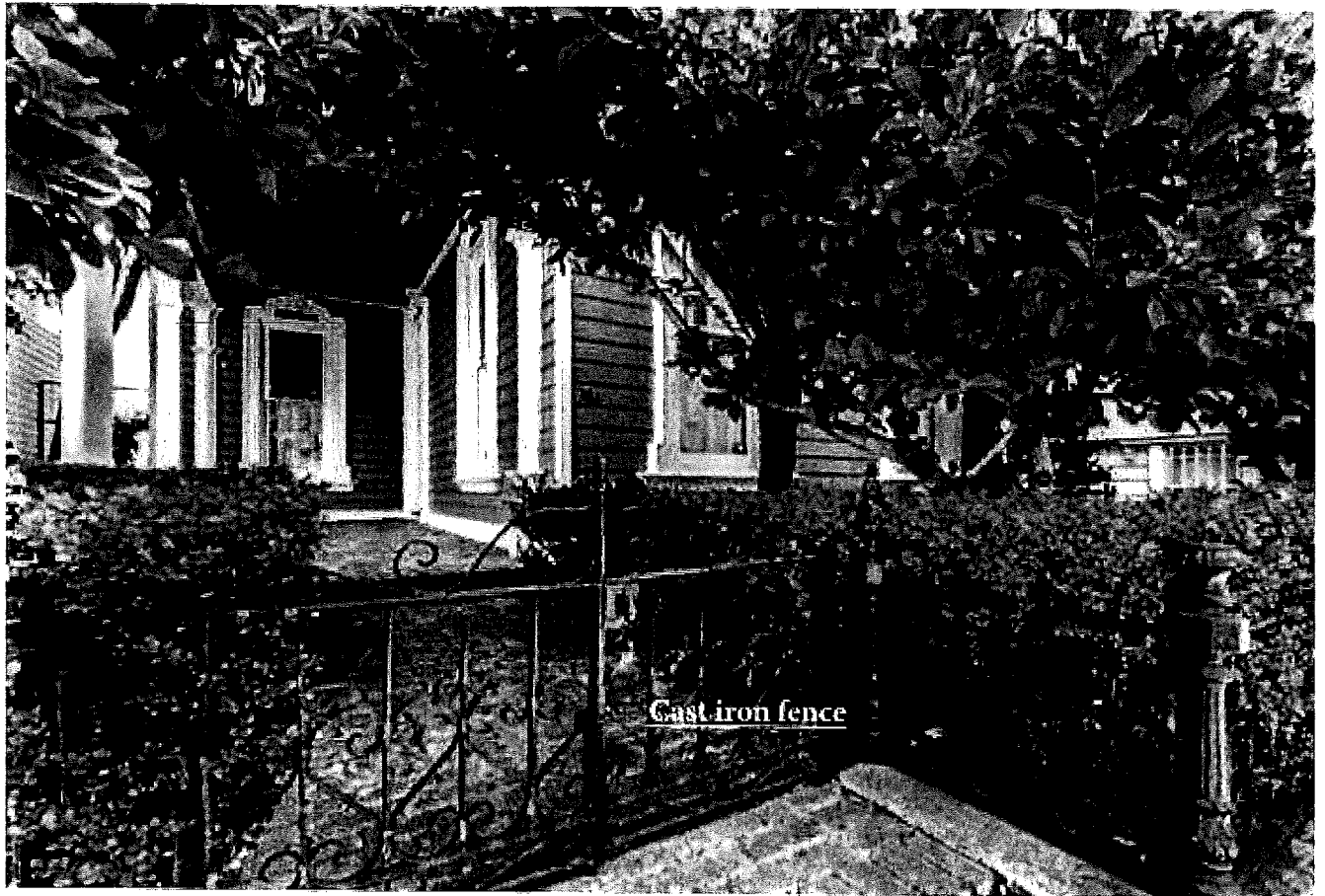
Gutters, down spout on west side



Down spout on SW corner



Gutter above master BR and downspout



Site Plan

Lily Street

Access

Parking

Lot 100

Lot 101

Access

361 Oak Street

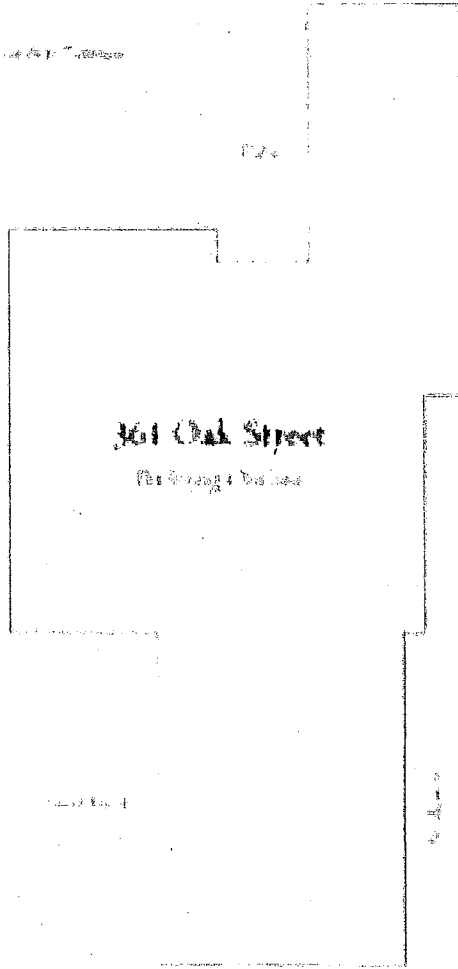
The Storage & Business

Lot 102

Access

Front Yard

Oak Street





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, 2015 through June 30, 2016

Vol 06	Block 0839	Lot 023	Account Number 083900230	Tax Rate 1.1826%	Original Mail Date October 16, 2015	Property Location 361 OAK ST
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Assessed on January 1, 2015

To: LUDWIG CHRISTOPHER J & LIESL

LUDWIG CHRISTOPHER J & LIESL
361 OAK ST
SAN FRANCISCO CA 94102

Assessed Value		
Description	Full Value	Tax Amount
Land	1,536,916	18,175.56
Structure	1,024,610	12,117.03
Fixtures		
Personal Property		
Gross Taxable Value	2,561,526	30,292.60
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	2,561,526	\$30,292.60

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
89	SFUSD FACILITY DIST	(415) 355-2203	35.34
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
98	SF - TEACHER SUPPORT	(415) 355-2203	230.94
Total Direct Charges and Special Assessments			\$345.28

▶ TOTAL DUE		\$30,637.88
1st Installment	2nd Installment	
\$15,318.94	\$15,318.94	
Due: November 1, 2015	Due: February 1, 2016	
Delinquent after Dec 10, 2015	Delinquent after April 10, 2016	

Pay online at SFTREASURER.ORG

Lalor Construction Incorporated
615 Gennessee Street
San Francisco, Ca. 94127

Date
04/27/16

Estimate No.
946

Name/Address

Chris and Liesl Ludwig
361 Oak St
San Francisco, Ca.

Project
projects

Description

Total

This Estimate includes the following:

Painting: Provide and apply materials to power wash, prime, prep, and paint 5 victorian colors on 4 sides of a 2 story building	62,800.00
Roofing: Remove and dispose of existing roof. Provide and install 1/2 plywood over existing sheathing, paper, and 50 yr shingles	37,500.00
Windows: Provide and install 8 new custom wood windows with insulated glass on lower level. Prep, prime, and paint windows and trim	35,680.00
Windows: Provide and install 7 new custom wood windows with insulated glass on upper level. Prep, prime, and paint windows and trim	31,220.00
10% profit and 10% overhead	33,440.00

Total \$200,640.00

Estimates by project

	<u>Estimate</u>	<u>10% profit and 10% overhead</u>	<u>Total</u>
Painting	62,800.00	12,560.00	75,360.00
Roofing	37,500.00	7,500.00	45,000.00
Windows1	35,680.00	7,136.00	42,816.00
Windows2	31,220.00	<u>6,244.00</u>	<u>37,464.00</u>
		33,440.00	200,640.00

**Mills Act Historical Property Contract
Pre-Approval Inspection Report**

**May 2016
361 Oak Street**

Property Information

Address: 361 Oak Street

Block/Lot: 0839/023

Zoning District: RTO

Height & Bulk District: 40-X

Eligibility: Individually listed on the California Register of Historical Resources

Owner Information

Name: Christopher J. Ludwig and Liesl Ludwig

Address: 361 Oak Street

San Francisco, CA 94102

Phone: 415-717-1494

Phone: 415-806-6844

Email: cj Ludwig@gmail.com

Email: lieslanne@hotmail.com

Pre-Inspection

Application fee paid

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

4/26: meet with property owner to review draft application and discuss terms of contract. 5/2: confirm receipt of application and schedule site visit.

Inspection scheduled on:

5/11: confirm site visit for 5/20

Inspection Overview

Date and time of inspection: May 20, 2016; 4:00pm

Parties present: Shannon Ferguson, Ali Kirby, Department staff; Chris Ludwig, property owner

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

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

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

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

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

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

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

Notes and Recommendations

Foundation/Structural

Seismic completed by previous owner

Exterior

Repair deteriorated wood in kind and repaint in 2017.

Roof

New roof membrane in 2017

Chimneys

n/a

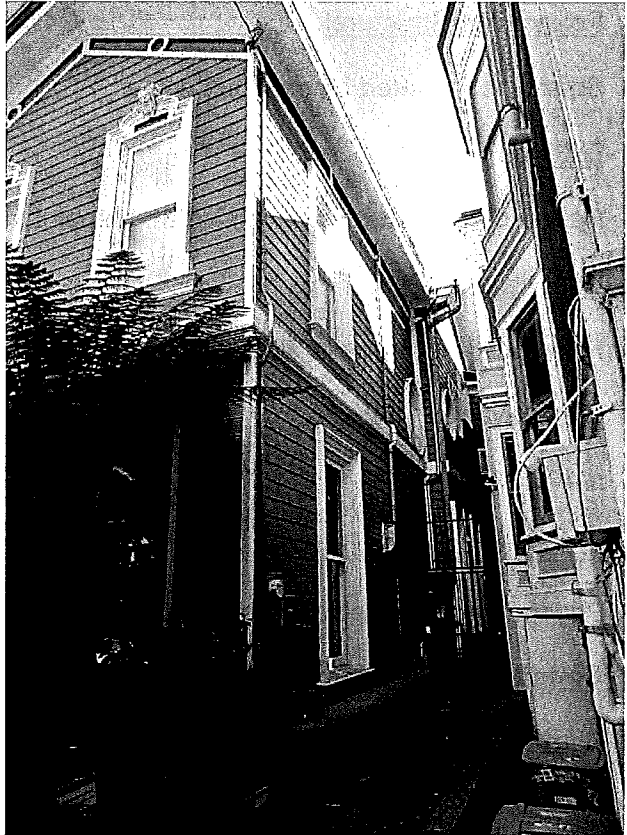
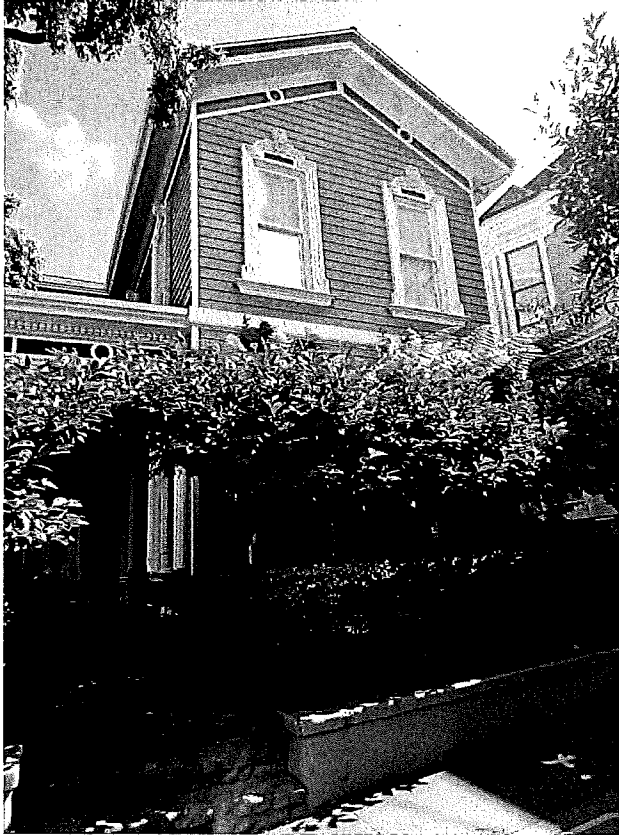
Windows

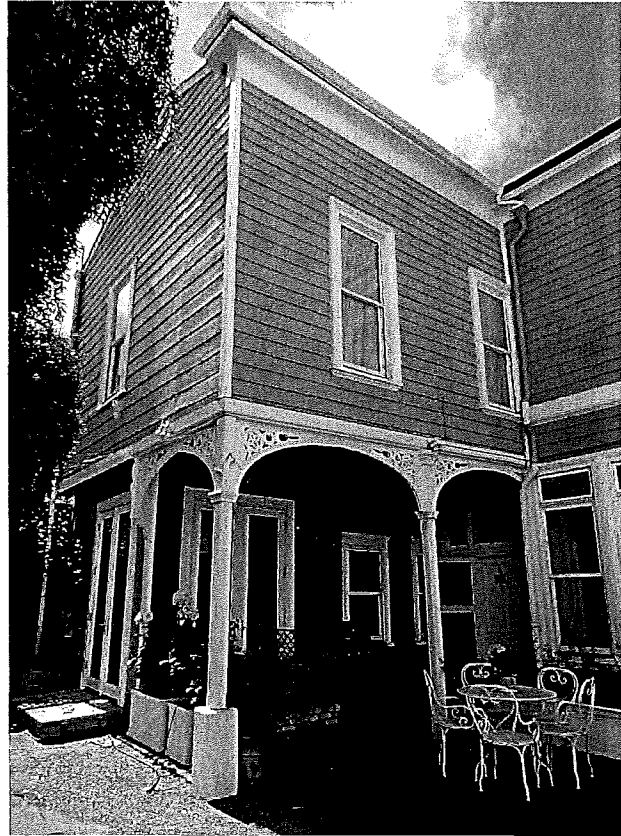
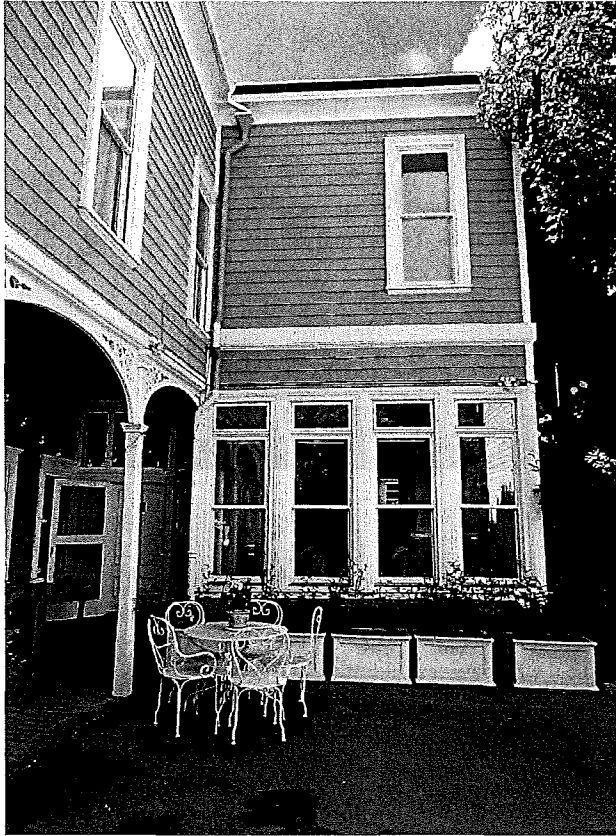
Phased window replacement of aluminum windows at rear.

Conditions for Approval

None

Photographs









BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

October 26, 2016

File No. 161099

Lisa Gibson
Acting Environmental Review Officer
Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Dear Ms. Gibson:

On October 18, 2016, Supervisor Breed introduced the following legislation:

File No. 161099

Resolution approving a historical property contract between Christopher J. Ludwig and Liesl Ludwig, the owners of 361 Oak Street, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to execute the historical property contract.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Erica Major".

By: Erica Major, Assistant Clerk
Board of Supervisors

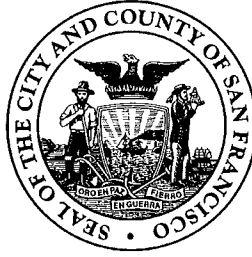
Attachment

c: Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning

Not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it does not result in a physical change in the environment.

Joy Navarrete 11/9/16

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By: Erica Major, Assistant Clerk
Board of Supervisors

Attachment

c: Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
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TDD/TTY No. 554-5227

MEMORANDUM

TO: John Rahaim, Director, Planning Department
Carmen Chu, Assessor-Recorder, Office of the Assessor-Recorder
Jonas Ionin, Commissions Secretary, Historical Preservation Commission

FROM: Erica Major, Assistant Clerk, Government Audit and Oversight Committee,
Board of Supervisors

DATE: October 26, 2016

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Breed on October 18, 2016:

File No. 161099

Resolution approving a historical property contract between Christopher J. Ludwig and Liesl Ludwig, the owners of 361 Oak Street, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to execute the historical property contract.

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Scott Sanchez, Planning Department
Lisa Gibson, Planning Department
AnMarie Rodgers, Planning Department
Aaron Starr, Planning Department
Joy Navarrete, Planning Department
Jeanie Poling, Planning Department
Edward McCaffrey, Office of the Assessor-Recorder

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO
 2016 OCT 18 PM 4:52
 Time stamp
 or meeting date *AK*

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Breed

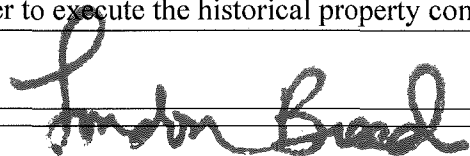
Subject:

Approval of an Historical Property Contract for 361 Oak Street

The text is listed below or attached:

Resolution under Chapter 71 of the San Francisco Administrative Code, approving an historical property contract between Christopher J. Ludwig and Liesl Ludwig, the owners of 361 Oak Street, and the City and County of San Francisco; authorizing the Planning Director and the Assessor-Recorder to execute the historical property contract.

Signature of Sponsoring Supervisor: _____



For Clerk's Use Only: