File No. 220925 **Committee Item No.** 1
Board Item No. 26

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Government Audit and Oversight **Date:** October 6, 2022
Board of Supervisors Meeting: **Date:** October 18, 2022

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Prepared by: Stephanie Cabrera **Date:** September 30, 2022
Prepared by: Stephanie Cabrera **Date:** October 7, 2022
Prepared by: **Date:**

[Non-Renewal of a Mills Act Historical Property Contract - 621 Waller Street]

Resolution regarding non-renewal of a Mills Act historical property contract with Claude Zellweger and Renee Zellweger, the owners of 621 Waller Street, Assessor's Parcel Block No. 0864, Lot No. 023, under Chapter 71 of the San Francisco Administrative Code; notifying the Assessor Recorder's Office of such non-renewal; and authorizing the Planning Director to send notice of the non-renewal of the historical property contract to the owner and record a notice of non-renewal.

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

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

WHEREAS, Under the Mills Act and Chapter 71, a year is added automatically to the initial term of the contract at the anniversary date of the contract, unless notice of non-renewal is given as provided as prescribed in the Mills Act; and

WHEREAS, A Mills Act application for an historical property contract was submitted by Claude Zellweger and Renee Zellweger, the owners of 621 Waller Street Assessor's Parcel Block No. 0864, Lot No. 023, detailing rehabilitation work and proposing a maintenance plan for the property; and

WHEREAS, At a public hearing on November 25, 2014, in Resolution No. 440-14, and after reviewing the Historic Preservation Commission's recommendation and the information

provided by the Assessor's Office, the Board of Supervisors approved the historical property contract between Claude Zellweger and Renee Zellweger, the owners of 621 Waller Street, and the City and County of San Francisco; and

WHEREAS, When it considered the approval of the historical property contract, the Board of Supervisors balanced the benefits of the Mills Act to the owner of 621 Waller Street with the cost to the City of providing the property tax reductions authorized by the Mills Act, as well as the historical value of 621 Market Street and the resultant property tax reductions, and determined that it was in the public interest to enter into a historical property contract with the applicants; and

WHEREAS, The historical property contract for 621 Waller Street was recorded at the Assessor Recorder Office on December 19, 2014, which is the anniversary date of the contract; and

WHEREAS, The Mills Act Historical Property Contract and Rehabilitation Plan for 621 Waller Street included six specific scopes of work scheduled for completion between 2014 and 2020; and

WHEREAS, To date, the property owner has not legally completed any of the Rehabilitation scope items as required under the Mills Act contract; specifically, the property owner completed or partially completed four scope items without benefit of permits, partially completed one scope item that does not require a permit (painting), and has not begun work on one scope item; and

WHEREAS, On September 9, 2020, Planning Department Enforcement Staff opened Enforcement Case No. 2020-008528ENF to legalize work performed without benefit of a permit as outlined in Planning Case No. 2020-006466PRJ/COA and Building Permit Application No. 202010035800; and

WHEREAS, The property owner's failure to timely comply with its obligations under the Mills Act contract for this property has deprived the City of benefits to which it is entitled under the contract, specifically the legal completion of specified preservation and rehabilitation work on this historic property between 2014 and 2020; and

WHEREAS, At a public hearing on March 16, 2022, for the legalization of work performed without benefit of a permit under Planning Case No. 2020-006466PRJ/COA, the Historic Preservation Commission expressed concern that the property owner has not acted in a good faith to complete scope of work items in a timely manner in accordance with the Mills Act contract for 621 Waller Street; and

WHEREAS, At a public hearing on July 20, 2022, in Resolution No. 1255, the Historic Preservation Commission recommended that the Board of Supervisors non-renewal of the Mills Act Historical Property Contract for 621 Waller (Assessor's Parcel Block No. 0864, Lot No. 023); now, therefore, be it

RESOLVED, That the Board of Supervisors hereby elects not to renew the historical property contract for 621 Waller Street Assessor's Parcel Block No. 0864, Lot No. 023; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby notifies the Assessor Recorder of the non-renewal of the historical property contract for 621 Waller Street; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning Director to send notice at least 60 days prior to the anniversary date to the current owners of 621 Waller Street, informing them that the historical property contract will not be renewed; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning Director to cause a notice of the non-renewal of the contract to be recorded in the City Recorder's office.

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

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2014-J995650-00
Friday, DEC 19, 2014 14:53:55
Ttl Pd $33.00 Rcpt # 0005071702
oma/FT/1-7

CALIFORNIA MILLS ACT
HISTORIC PROPERTY AGREEMENT
621 WALLER 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 Claude Zellweger and Renee Zellweger ("Owners").

RECITALS

Owners are the owners of the property located at 621 Waller Street, in San Francisco, California (Block 0864, Lot 023). The building located at 621 Waller Street is designated as a contributor to the Duboce Park Landmark District pursuant to Article 10 of the Planning Code and is also known as the ("Historic Property").

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 one hundred seventeen thousand five hundred dollars ($117,500). (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 one thousand two hundred and fifty dollars ($1,250) 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 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 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.

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. Within 20 days from the date of execution of this Agreement, the City shall cause this Agreement to be recorded with the Office of the 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:

CITY AND COUNTY OF SAN FRANCISCO:

By:_____ DATE: 12/19/14
Carmen Chu
Assessor-Recorder

By:_____ DATE: 12.15.14
John Rahaim
Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By:_____ DATE: 12/12/14
Andrea Ruiz-Esquide, Deputy City Attorney

OWNERS

By:_____ DATE: 12/18/14
Claude Zellweger, Owner

By: Renée Zellweger DATE: 12/18/14
Renee Zellweger, Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.

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 Dec. 18, 2014 (Date) before me, Paul C. Moffett, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Claude Zellweger & Renee Zellweger (Name(s) of Signer(s)),

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

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

WITNESS my hand ~~and~~ official seal.

PAUL C. MOFFETT
Commission # 1933704
Notary Public - California
San Francisco County
My Comm. Expires May 21, 2015

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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621 Waller Street Rehabilitation and Maintenance Plan

SCOPE #1
Rehab/Restoration ☑ Proposed ☑
Contract Year Work Completion: 2016
Total Cost (rounded to the nearest dollar): $18,250
Description of Work
Repair existing ornamental wrought iron (at front stair rails and porch eaves) where deteriorated or replacement with a comparable, period-appropriate rail system as reviewed by Planning Department preservation staff. Repair work to iron elements will include removal of rust, preparation of surfaces for priming and painting. Finish treatment will include 1 coat of primer and 2 coats of finish paint. Work will be in accordance with the Secretary of the Interior's *Standards for Rehabilitation*, specifically Standards 2, 5, 6 and 9. Supplemental or replacement rail systems will be selected with guidance from the National Park Service's publication, *ITS Number 46: Modifying Historic Interior Railings to Meet Building Code* (May 2007).

SCOPE #2
Rehab/Restoration ☑ Proposed ☑
Contract Year Work Completion: 2016
Total Cost (rounded to the nearest dollar): $17,800
Description of Work
Repair of existing wood windows on the front elevation, either as single-pane glazing or retrofitted to accept double glazing in the existing wood sashes. Where retention of the existing wood windows is not possible on the front elevation, all-wood replacement windows will match the historic wood windows in material, dimension, profiles and ogee lug moulding detail. Glazing will be transparent, and will not have added tint or low-e glazing treatment. Repair work will be conducted in accordance with the National Park Service's *Preservation Brief #9: The Repair of Historic Wooden Windows.* Windows not publicly visible from Waller Street will be replaced in-kind with historically appropriate, double-hung wood sash windows, to include either single or double glazing. The design of any new windows will replicate the material, dimensions, and sash profiles of the existing (presumed original) double-hung wood windows with ogee lugs. Maintenance of the windows will be done in accordance with the National Park Service's *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*

SCOPE #3
Rehab/Restoration ☑ Proposed ☑
Contract Year Work Completion: 2014
Total Cost (rounded to the nearest dollar): $22,500
Description of Work
Site grading and drainage work from the north elevation to the front property line to direct water away from the foundation walls and front staircase structure. Accessibility improvements to the ground floor egress door on the north elevation. Re-grading plan and replacement walkway materials will be compatible with the character of the property, and adhere to the Secretary of the Interior's *Standards for Rehabilitation,* specifically Standard 1 as well as the National Park Service's *Preservation Brief #39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings.*

621 Waller Street Rehabilitation and Maintenance Plan

SCOPE #4
Rehab/Restoration ☑ Proposed ☑
Contract Year Work Completion: 2014
Total Cost (rounded to the nearest dollar): $37,500
Description of Work
Waterproofing of the exterior building envelope to repair leaks along the south elevation and inhibit further moisture infiltration to the wall cavities and building interior. This work will necessitate the repair and/or reconstruction of the existing rear balconies to apply new waterproofing membrane and flashing. Structural supports may be added per Planning Code allowances to alleviate separation of the balcony from the wall plane. Replacement balcony surface will be rebuilt with a minimum 2% slope to shed water away from the building. Repair interior ceiling damage caused by leak at south wall of the property. New interior ceiling finish will match the existing in material, texture and finish. Work to the building envelope will be in accordance with the National Park Service's *Preservation Brief #39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*

SCOPE #5
Rehab/Restoration ☑ Proposed ☑
Contract Year Work Completion: 2018
Total Cost (rounded to the nearest dollar): $21,450
Description of Work
Repaint exterior. Prior to painting, any loose and flaking paint will be thoroughly removed. The new exterior paint will be applied using 1 primer coat and 2 finish coats to ensure the greatest longevity of the finished surfaces. Once the house has been repainted, we will inspect the wooden elements of the façade approximately every 3 years and repaint as necessary. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind with new wood elements to match the historic building material. Painting and maintenance of painted exterior elements will be undertaken in accordance with the National Park Service's *Preservation Brief #10: Exterior Paint Problems on Historic Woodwork* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*

SCOPE #6
Maintenance ☑ Proposed ☑
Contract Year Work Completion: Ongoing
Total Cost (rounded to the nearest dollar): $1,000 - $6,000
Description of Work
We will service our gutters and downspouts approximately every other year, removing debris and inspecting for leaks. As such time we will confirm that the downspouts direct water away from the house and that no water is infiltrating the foundation. If any drainage issues are found, we will repair or replace the gutters and downspouts as necessary. Repair or replacement of the gutters will avoid altering, removing or obscuring character-defining features of the building. Work will be done in accordance with the National Park Service's *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*

SCOPE #7
Rehab/Restoration ☑ Proposed ☑
Contract Year Work Completion: 2020
Total Cost (rounded to the nearest dollar): $50,000 - $60,000
Description of Work
We will engage a licensed roofing contractor to assess the current roof, which was deemed to be in very good condition at a 2010 inspection. We will then either repair or replace the roof with new asphalt/composition shingles, based on inspection results. Installation of the new roof, when necessary, will avoid any changes to the roof structure, removing or obscuring character-defining features of the building, including decorative elements in the gable ends, as well as eave trim and moldings. Roof replacement will be done in accordance with the National Park Service's *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*

SCOPE #8
Maintenance ☑ Proposed ☑
Contract Year Work Completion: Ongoing
Total Cost (rounded to the nearest dollar):
Description of Work
Once the roof has been replaced or repaired, we will conduct periodic inspections approximately every 5 years to ensure that it remains in good condition. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. Roof inspections will be done in accordance with the National Park Service's *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*

San Francisco Planning

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San Francisco, CA 94103
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HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 1255

HEARING DATE: JULY 20, 2022

Project Name: 621 WALLER STREET
Case Number: 2014.0746U
Staff Contact: Michelle A. Taylor, Current Planning
Michelle.Taylor@sfgov.org, 628-652-7352
Reviewed by: Elizabeth Gordon-Jonckheer, Principal Preservation Planner
Elizabeth.gordon-jonckheer@sfgov.org, (628) 652-7365

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS NON-RENEWAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT FOR 621 WALLER STREET, ASSESSOR'S BLOCK 0864, LOT 023:

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 621 Waller Street is listed under Article 10 of the San Francisco Planning Code as a contributor to the Duboce Park Landmark District and thus qualifies as a historic property; and

WHEREAS, At a public hearing on October 1, 2014, in Resolution 0739, the Historic Planning Commission recommended that the Board of Supervisors approve the Mills Act Historical Property Contract for the historic building located at 621 Waller Street; and

WHEREAS, At a public hearing on November 25, 2014, in Resolution No. 440-14, and after reviewing the Historic Preservation Commission's recommendation and the information provided by the Assessor's Office, the Board of Supervisors approved the Mills Act Historical Property Contract for the historic building located at 621 Waller Street; and

WHEREAS, The property owner recorded the approved Mills Act Historical Property Contract with the San Francisco Assessor-Recorder on December 19, 2014; and

WHEREAS, When the Board of Supervisors considered the approval of the Mills Act Historical Property Contract, it balanced the benefits of the Mills Act to the owner of 621 Waller Street with the cost to the City of providing the property tax reductions authorized by the Mills Act, as well as the historical value of 621 Waller Street and the resultant property tax reductions, and determined that it was in the public interest to enter into a Mills Act Historical Property Contract with the applicants; and

WHEREAS, The Mills Act Historical Property Contract and Rehabilitation Plan for 621 Waller Street included six specific scopes of work scheduled for completion between 2014 and 2020; and

WHEREAS, To date, the property owner has not legally completed any of the Rehabilitation scope items as required under the Mills Act contract. Specifically, the property owner completed or partially completed four scope items without benefit of permits, partially completed one scope item that does not require a permit (painting), and has not begun work on one scope item; and

WHEREAS, On September 9, 2020, Planning Department Enforcement Staff opened Enforcement Case No. 2020-008528ENF to legalize work performed without benefit of a permit as outlined in Planning Case No. 2020-006466PRJ/COA and Building Permit Application No. 202010035800; and

WHEREAS, At a public hearing on March 16, 2022 for the legalization of work performed without benefit of a permit under Planning Case No. 2020-006466PRJ/COA, the Historic Preservation Commission expressed concern that the property owner has not acted in a good faith to complete scope of work items in a timely manner in accordance with the Mills Act contract for 621 Waller Street; and

WHEREAS, At a public hearing on March 16, 2022 for the legalization of work performed without benefit of a permit under Planning Case No. 2020-006466PRJ/COA, the Historic Preservation Commission requested that the Certificate of Appropriateness application be revised to include Rehabilitation Scope Item #3, which was scheduled for completion in 2014;

WHEREAS, The property owner's failure to timely comply with its obligations under the Mills Act contract for this property has deprived the City of benefits to which it is entitled under the contract, specifically the legal completion of specified preservation and rehabilitation work on this historic property between 2014 and 2020;

THEREFORE BE IT RESOLVED, that the Historic Preservation Commission hereby recommends non-renewal of the Mills Act Historical Property Contract for 621 Waller (Assessor's Block No. 0864, Lot No. 023) to the Board of Supervisors; and

BE IT FURTHER RESOLVED That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution and other pertinent materials in the case file 2014.0746U to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on July 20, 2022.

Jonas P Ionin

Jonas P. Ionin
Commission Secretary

AYES:	Black, Foley, Johns, So, Matsuda
NAYS:	None
ABSENT:	Nageswaran
RECUSED:	Wright
ADOPTED:	July 20, 2022

San Francisco Planning

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August 25, 2022

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

Re: Transmittal of Planning Department Case Number 2014.0746U:
621 WALLER ST
Board File No. [Pending]

Historic Preservation Commission Recommendation: **Approval**

Dear Ms. Calvillo,

On July 20, 2022, the Historic Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider Non-Renewal of Mills Act Historical Property Contract for 621 Waller Street. At the hearing, the Historic Preservation Commission recommended to approve the proposed Resolution.

Enacted in 1972, the Mills Act legislation allows local jurisdictions such as San Francisco to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Property owners who participate in the program adhere to a schedule of maintenance, repairs and upkeep on their historic property for the duration of the contract. In exchange, the property owner is entitled to an alternate evaluation of the property for tax purposes, which usually results in a reduced property tax bill.

Under the State Law and Chapter 71 of the San Francisco Administrative Code, a Mills Act Contract is a ten-year rolling contract. As such one year is added automatically to the initial term of the Contract at the anniversary date of the Contract, unless notice of non-renewal is given. If the property owners desire not to renew the Contract, they must serve written notice to the City at least ninety (90) days prior to the date of renewal. If the City desires not to renew the Contract, the City must serve written notice to the property owners sixty (60) days prior to the date of renewal.

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

Sincerely,

Digitally signed by Daniel A. Sider
Date: 2022.08.25 16:20:02 -07'00'

Daniel A. Sider, AICP
Chief of Staff

cc: Andrea Ruiz-Esquide, Deputy City Attorney
Jessica Perkinson, Government Audit and Oversight Clerk, Office of the Clerk of the Board

Attachments :
HPC Resolution No. 1255, dated July 20, 2022
HPC Executive Summary, dated July 20, 2022
Mills Act Historical Property Contract, Recorded December 19, 2014
Rehabilitation & Maintenance Plans (Exhibits A & B)

San Francisco Planning

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MEMO TO THE BOARD OF SUPERVISORS

August 29, 2022

Case Number: 2014.0746U
Project Address: 621 WALLER ST
Zoning: RTO RESIDENTIAL TRANSIT ORIENTED DISTRICT Zoning District
40-X Height and Bulk District
Block/Lot: 0864/023

Staff Contact: Michelle A. Taylor – 628-652-7352
Michelle.Taylor@sfgov.org

Enclosed is an Executive Summary for a duly noticed hearing conducted by the Historic Preservation Commission on July 20, 2022. The hearing considered two items: a Certificate of Appropriateness for the property at 621 Waller Street and a Resolution recommending Non-renewal of the Mills Act Historical Property Contract for 621 Waller Street. To assist with review of the Executive Summary, relevant sections of the document have been highlighted as it relates to the Non-Renewal of the Mills Act Contract (pages 1-2, 5-6).

San Francisco Planning

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CERTIFICATE OF APPROPRIATENESS/ NON-RENEWAL OF MILLS ACT HISTORICAL PROPERTY CONTRACT EXECUTIVE SUMMARY

HEARING DATE: July 20, 2022

Record No.:	**2020-006466COA, 2014.0746U**
Project Address:	**621 Waller Street**
Landmark:	Contributor, Duboce Park Landmark District
Zoning:	RTO RESIDENTIAL TRANSIT ORIENTED DISTRICT Zoning District 40-X Height and Bulk District
Block/Lot:	0864/023
Project Sponsor:	David Penn, GBA 201 Noe Street San Francisco, CA 94117
Property Owner:	Claude and Renee Zellweger 621 Waller Street San Francisco, CA 94117
Staff Contact:	Michelle A. Taylor - 628-652-7352 Michelle.Taylor@sfgov.org

Certificate of Appropriateness Recommendation: Approve with Conditions

Property Description

621 Waller Street is located on the south side of Waller Street between Carmelita Street and Pierce Street (Assessor's Block 0864; Lot 023). The subject building is a contributor to the Duboce Park Landmark District, locally designated under Article 10, Appendix N of the Planning Code.

The 3 ½ story, single-family residence was built c.1900 in the Queen Anne style. The wood-framed building has front facing gable roof, entry staircase and porch with decorative railings, and clad in a mix of wood siding, shingles, and panels.

621 Waller Street has a Mills Act Historical Property Contract. The property owner recorded the Contract with the San Francisco Assessor-Recorder on December 19, 2014.

Project Description

The proposed Certificate of Appropriateness project is to abate Planning Enforcement Case No. 2020-008528ENF. The project scope includes legalization of work performed without benefit of a permit including reconstruction of front entry wood stairs, repair and reconstruction of front decorative railings, re-roofing, and the addition of four new skylights. Additional unpermitted work proposed for legalization includes alterations to the rear of the building such as repair/restoration of the wood siding, removal of window openings, new window and door openings, new fencing, and a new rear platform/deck. Proposed new work will include site grading and drainage improvements at front of property, window repairs, and the removal of two skylights added without permits. Please see photographs and plans for details.

Compliance With Planning Code

PLANNING CODE DEVELOPMENT STANDARDS.

The proposed project is in compliance with all other provisions of the Planning Code.

In order to proceed, a building permit from the Department of Building Inspection is required.

APPLICABLE PRESERVATION STANDARDS.

The proposal overall, is appropriate for and consistent with the purposes of Article 10, meets the standards of Article 1006.6 of the Planning Code, and complies with the *Secretary of the Interior's Standards for Rehabilitation, in that:*

- the proposal respects the character-defining features of the subject building;
- the architectural character of the subject building will be maintained and that replacement elements will not affect the building's overall appearance;
- the integrity of distinctive stylistic features and examples of skilled craftsmanship that characterize the building shall be preserved; and,
- all new materials shall match the historic material in composition, design, color, texture, finish and other visual qualities and shall be based on accurate duplication of features.

The Department has determined that the proposed work will be in conformance with the requirements of Article 10 and the *Secretary of Interior's Standards for Rehabilitation*. Proposed work will not damage or destroy distinguishing original qualities or character of the subject building. The overall proposal includes restoration of exterior stairs and railing, repair of front facing windows, to match existing in size, design, profile, color, texture, and finish of visible features. The proposal also includes replacement of the roof and removal of two skylights

visible from the public right of way and non-visible alterations to the rear of the property. The Department finds that the historic character of the building will be retained and preserved and will not result in the removal of historic fabric.

Public/Neighborhood Input

The Department has not received any public feedback about the proposed project.

Issues & Other Considerations

- Enforcement:

  On September 9, 2020, Planning Department Enforcement Staff opened Enforcement Case No. 2020-008528ENF to legalize unpermitted work and review proposed work as outlined in in Planning Case No. 2020-006466PRJ/COA and Building Permit Application No. 202010035800.

- Mills Act:

  Enacted in 1972, the Mills Act legislation allows local jurisdictions such as San Francisco to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Property owners who participate in the program adhere to a schedule of maintenance repairs and upkeep on their historic property for the duration of the contract. In exchange, the property owner is entitled to an alternate evaluation of the property for tax purposes, which usually results in a reduced property tax bill.

  In 2014 the property owner of 621 Waller Street recorded a Mills Act Historical Property Contract and Rehabilitation Plan with specific scopes of work scheduled for completion between 2014 and 2020. The property owner has not legally completed any of the six Rehabilitation scope items as required under the Mills Act contract. Specifically, the property owner completed or partially completed four scope items without permits, partially completed one scope item that does not require a permit (painting), and has not completed the remaining scope item. The proposed project (Planning Case No. 2020-006466COA) will both legalize unpermitted work and fulfill most commitments of the Mills Act Contract's Rehabilitation Plan.

  The table below summarizes the property's Rehabilitation Scope Items and their status. Please see also Exhibit F: Mills Act Property Contract, Including Rehabilitation and Maintenance Plans.

Rehabilitation Scope Item Number and Description per the Mills Act Contract[1]	Scheduled Year per Contract	Current Status	Scope to be addressed per 2020-006466COA
1. Repair or replace wrought iron at front stairs and porch eaves	2016	Repair and replacement completed without permit.	Legalization of work completed.
2. Repair or replace windows	2016	• Rear windows replaced without permit. • No work performed to front windows.	• Legalization of rear window replacement. • Repair of all front windows proposed for completion under this permit.
3. Site grading and drainage work at front of property	2014	Work not performed.	Scope of work proposed for completion under this permit.
4. Waterproofing exterior at south elevation; repair or reconstruction of rear balconies	2014	Waterproofing and siding replacement completed without permit. Balconies to be completed under Building Permit App. No. 201312305216	• Legalization of waterproofing of exterior. • Complete Existing BPA per Condition of Approval #5.
5. Repaint exterior	2018	Rear elevation complete. Front elevation not complete.	Scope of work proposed for completion under this permit.
7. Repair or replace roof	2020	Roof replaced without permit.	Legalization of work completed.

Certificate of Appropriateness Conditions of Approval

The proposed Conditions of Approvals are consistent with management of Enforcement cases, including, timeliness and oversight. Recommendations also ensure that Mills Act-related work will be completed within a reasonable time period.

[1] Scope Item No.'s 6 and 8 are on-going Maintenance items performed on a regular basis.

1. That at the end of the 30-day appeal period of the Certificate of Appropriateness approval, the project sponsor shall pursue permit issuance within 30 days.

2. That upon permit issuance, the project sponsor shall submit a copy of the Issued Job Card showing the permit number, and a construction schedule with start and end dates to Planning staff.

3. That if construction lasts for more than 30 days, the project sponsor shall provide monthly updates sent via email to Planning Department staff with description of work completed and photos showing the progress of abatement.

4. That upon completion of abatement and proposed work as requested in Application No. 2020-006466COA, and in conformance with the architectural plans dated June 3, 2022, and labeled Exhibit B, the project sponsor shall send photos of completed work to Planning Department staff for review. Once the Planning Department has determined all work is consistent with approvals and approves the work, the project sponsor shall move forward with obtaining a final sign off of the permit and send a photo of this sign off to Planning staff.

5. Mills Act Rehabilitation Scope Item #4 related to reconstruction of rear balconies will be completed under Building Permit App. No. 201312305216 by December 1, 2022. Upon completion, the property owner shall move forward with obtaining a final sign off of the permit and send a photo of this sign off to Planning staff.

Environmental Review Status

The Project is exempt from the California Environmental Quality Act ("CEQA") as a Class 1 categorical exemption.

Certificate of Appropriateness - Basis for Recommendation

The Department recommends approval WITH CONDITIONS of the proposed project as it meets the provisions of Article 10 of the Planning Code regarding Major Alteration to a contributing resource in a Landmark District and the *Secretary of the Interior Standards for Rehabilitation*.

Additional Items for Consideration - Non-Renewal of Mills Act Historical Property Contract

Under the State Law and Chapter 71 of the San Francisco Administrative Code, a Mills Act Contract is a ten-year rolling contract. As such one year is added automatically to the initial term of the Contract at the anniversary date of the Contract, unless notice of non-renewal is given. If a Contract is not renewed, scopes of work detailed in the Rehabilitation/Restoration and Maintenance plans must still be completed according to the schedule stated in each plan.

The Contract allows either the property owners or the City to not renew the Contract in advance of the annual renewal date. If the property owners desire not renew the Contract, they must serve written notice to the City at least ninety (90) days prior to the date of renewal. If the City desires not to renew the Contract, the City must serve written notice to the property owners sixty (60) days prior to the date of renewal. If written notice is not served prior to the renewal date, one year will be automatically added to the term of the Contract. The Board of Supervisors will make the City's determination that the Contract will not be renewed by either party.

The Department recommends that the Commission adopting findings recommending to the Board of Supervisors non-renewal of the Mills Act Historical Property Contract for 621 Waller Street.

Basis for Recommendation

At the hearing on March 16, 2022, the Commission expressed interest in limiting the Contract for 621 Waller Street to a term of ten years in order to better achieve a balance between the benefits of the Mills Act and the costs to the City.

~~Attachments~~

~~Draft Resolution – Recommending Non-Renewal of the Mills Act Historical Property Contract~~
~~Draft Motion – Certificate of Appropriateness~~
~~Exhibit A – Certificate of Appropriateness Conditions of Approval~~
~~Exhibit B – Plans and Renderings~~
~~Exhibit C – Environmental Determination~~
~~Exhibit D – Maps and Context Photos~~
~~Exhibit E – Administrative Certificate of Appropriateness No. ACOA19.0402~~
~~Exhibit F – Mills Act Historical Property Contract, including Rehabilitation and Maintenance Plans~~

BOARD of SUPERVISORS

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San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

September 20, 2022

File No. 220925

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

Dear Ms. Gibson:

On September 13, 2022, Supervisor Peskin introduced the following legislation:

File No. 220925

Resolution regarding non-renewal of a Mills Act historical property contract with Claude Zellweger and Renee Zellweger, the owners of 621 Waller Street, Assessor's Parcel Block No. 0864, Lot No. 023, under Chapter 71 of the San Francisco Administrative Code; notifying the Assessor-Recorder's Office of such non-renewal; and authorizing the Planning Director to send notice of the non-renewal of the historical property contract to the owner and record a notice of non-renewal.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

By: Stephanie Cabrera, Assistant Clerk
Government Audit and Oversight Committee

Attachment

cc: Joy Navarette, Planning Department
Don Lewis, Planning Department
Devyani Jain, Planning Department

BOARD of SUPERVISORS

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M E M O R A N D U M

TO: Joaquín Torres, Assessor Recorder, Office of the Assessor-Recorder

FROM: Stephanie Cabrera, Assistant Clerk, Government Audit and Oversight Committee, Board of Supervisors

DATE: September 20, 2022

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Peskin on September 13, 2022:

File No. 220925

Resolution regarding non-renewal of a Mills Act historical property contract with Claude Zellweger and Renee Zellweger, the owners of 621 Waller Street, Assessor's Parcel Block No. 0864, Lot No. 023, under Chapter 71 of the San Francisco Administrative Code; notifying the Assessor-Recorder's Office of such non-renewal; and authorizing the Planning Director to send notice of the nonrenewal of the historical property contract to the owner and record a notice of non-renewal.

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 or by email at: Stephanie.Cabrera@sfgov.org.

cc: Kurt Fuchs, Office of the Assessor-Recorder
Holly Lung, Office of the Assessor-Recorder