

File No. 180869

Committee Item No. 1

Board Item No. 30

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: Sept. 19, 2018

Board of Supervisors Meeting:

Date: Sept. 25, 2018

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution - VERSION 2                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 - Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Planning Presentation - September 19, 2018</u>  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Planning Memo - September 19, 2018</u>          |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Assessor's Valuations - September 19, 2018</u>  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>CEQA Determination - September 13, 2018</u>     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referrals FYI and CEQA - September 10, 2018</u> |

Prepared by: John Carroll

Date: Sept. 14, 2018

Prepared by: John Carroll

Date: Sept. 21, 2018

AMENDED IN COMMITTEE  
9/19/18  
RESOLUTION NO.

FILE NO. 180869

[Non-Renewal of a Mills Act Historical Property Contract - 215 and 229 Haight Street]

**Resolution regarding non-renewal of a Mills Act historical property contract with Alta Laguna, LLC, the owner of 215 and 229 Haight Street (Assessor's Parcel Block No. 0857, Lot No. 002), 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 Alta Laguna, LLC, the owner of 215 and 229 Haight Street (Assessor's Block No. 0857, Lot No. 002), detailing rehabilitation work and proposing a maintenance plan for the property; and

WHEREAS, At a public hearing on December 12, 2017, in Resolution No. 453-17, 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

1 contract between Alta Laguna, LLC, the owner of 215 and 229 Haight Street, and the City and  
2 County of San Francisco; and

3 WHEREAS, When it considered the approval of the historical property contract, the  
4 Board of Supervisors balanced the benefits of the Mills Act to the owner of 215 and 229  
5 Haight Street with the cost to the City of providing the property tax reductions authorized by  
6 the Mills Act, as well as the historical value of 215 and 229 Haight Street and the resultant  
7 property tax reductions, and determined that it was in the public interest to enter into a  
8 historical property contract with the applicants; and

9 WHEREAS, The Board of Supervisors also desired that the historical property contract  
10 for 215 and 229 Haight Street have a term of not more than ten years in order to better  
11 achieve such balance between the benefits of the Mills Act to the owner and the costs to the  
12 City; and

13 WHEREAS, The historical property contract for 215 and 229 Haight Street was  
14 recorded at the Assessor Recorder Office on December 22, 2017, which is the anniversary  
15 date of the contract; and

16 WHEREAS, The Planning Department has determined that the actions contemplated in  
17 this Resolution comply with the California Environmental Quality Act (California Public  
18 Resources Code, Sections 21000 et seq.); said determination is on file with the Clerk of the  
19 Board of Supervisors in File No. 180869, is incorporated herein by reference, and the Board  
20 herein affirms it; and now, therefore, be it

21 RESOLVED, That the Board of Supervisors hereby elects not to renew the historical  
22 property contract for 215 and 229 Haight Street (Assessor's Block No. 0857, Lot No. 002);  
23 and, be it  
24  
25

1 FURTHER RESOLVED, That the Board of Supervisors hereby notifies the Assessor  
2 Recorder of the non-renewal of the historical property contract for 215 and 229 Haight Street;  
3 and, be it

4 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
5 Director to send notice at least 60 days before the anniversary date to the owner of 215  
6 and 229 Haight Street informing them that the historical property contract will not be renewed;  
7 and be it

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



MILLS ACT CONTRACTS UNDER NON-RENEWAL STATUS

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
			9 Yrs Remaining	8 Yrs Remaining	7 Yrs Remaining	6 Yrs Remaining	5 Yrs Remaining	4 Yrs Remaining	3 Yrs Remaining	2 Yrs Remaining	1 Yr Remaining
215 Haight / 65 Laguna APN 0857-002 & 005 23 Apartment Units - Non Owner Occupied		2018 FBVY	2019 FBVY	2020 FBVY	2021 FBVY	2022 FBVY	2023 FBVY	2024 FBVY	2025 FBVY	2026 FBVY	2027 FBVY
Rolling 10-Year	(a) Factored Base Year Value as Unrestricted	\$ 10,805,188	\$10,817,292	\$11,033,638	\$11,254,310	\$11,479,397	\$11,708,984	\$11,943,184	\$12,182,027	\$12,425,668	\$12,674,181
	(b) Current Market Value	\$ 12,680,310	\$12,933,916	\$13,192,595	\$13,456,446	\$13,725,575	\$14,000,087	\$14,280,089	\$14,565,690	\$14,857,004	\$15,154,144
	(c) Restricted Value	\$ 8,180,000	\$ 8,343,600	\$ 8,510,472	\$ 8,680,681	\$ 8,854,295	\$ 9,031,381	\$ 9,212,009	\$ 9,396,249	\$ 9,584,174	\$ 9,775,857
	(d) Taxable Mills Act Value (lowest of (a), (b), or (c))	\$ 8,180,000	\$ 8,343,600	\$ 8,510,472	\$ 8,680,681	\$ 8,854,295	\$ 9,031,381	\$ 9,212,009	\$ 9,396,249	\$ 9,584,174	\$ 9,775,857
	(e) Difference Between Unrestricted & Restricted ((a) & (c))	NA	\$ 2,473,692	\$ 2,523,166	\$ 2,573,629	\$ 2,625,101	\$ 2,677,604	\$ 2,731,156	\$ 2,785,779	\$ 2,841,494	\$ 2,898,324
	(f) Present Worth Factor	NA	0.702587	0.730690	0.759918	0.790315	0.821927	0.854804	0.888996	0.924556	0.961538
	(g) Present Worth of Difference (PW1 @ 4% for Remaining Yrs.	NA	\$ 1,737,984	\$ 1,843,852	\$ 1,955,747	\$ 2,074,657	\$ 2,200,795	\$ 2,334,603	\$ 2,476,546	\$ 2,627,121	\$ 2,786,849
	(h) Plus Restricted Value (c)	NA	\$ 8,343,600	\$ 8,510,472	\$ 8,680,681	\$ 8,854,295	\$ 9,031,381	\$ 9,212,009	\$ 9,396,249	\$ 9,584,174	\$ 9,775,857
	(i) Restricted Value In Non-Renewal Status	NA	\$10,081,584	\$10,354,124	\$10,636,428	\$10,928,952	\$11,232,176	\$11,546,611	\$11,872,795	\$12,211,294	\$12,562,706
	Non-Renewal Status of (f) Gradually Approaches FBVY in (a)	\$ (2,425,188)	\$ (735,708)	\$ (679,514)	\$ (617,882)	\$ (550,444)	\$ (476,809)	\$ (396,553)	\$ (309,233)	\$ (214,374)	\$ (111,475)

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
			9 Yrs Remaining	8 Yrs Remaining	7 Yrs Remaining	6 Yrs Remaining	5 Yrs Remaining	4 Yrs Remaining	3 Yrs Remaining	2 Yrs Remaining	1 Yr Remaining
627 Waller APN 0864-022 2 Apartment Units - One Owner Occupied / One Non-Owner		2018 FBVY	2019 FBVY	2020 FBVY	2021 FBVY	2022 FBVY	2023 FBVY	2024 FBVY	2025 FBVY	2026 FBVY	2027 FBVY
Rolling 10-Year	(a) Factored Base Year Value as Unrestricted	\$ 3,770,795	\$ 3,846,211	\$ 3,923,135	\$ 4,001,598	\$ 4,081,630	\$ 4,163,262	\$ 4,246,528	\$ 4,331,458	\$ 4,418,087	\$ 4,506,449
	(b) Current Market Value	\$ 3,700,000	\$ 3,774,000	\$ 3,849,480	\$ 3,926,470	\$ 4,004,999	\$ 4,085,099	\$ 4,166,801	\$ 4,250,137	\$ 4,335,140	\$ 4,421,843
	(c) Restricted Value	\$ 1,500,000	\$ 1,530,000	\$ 1,560,600	\$ 1,591,812	\$ 1,623,648	\$ 1,656,121	\$ 1,689,244	\$ 1,723,029	\$ 1,757,489	\$ 1,792,639
	(d) Taxable Mills Act Value (lowest of (a), (b), or (c))	\$ 1,500,000	\$ 1,530,000	\$ 1,560,600	\$ 1,591,812	\$ 1,623,648	\$ 1,656,121	\$ 1,689,244	\$ 1,723,029	\$ 1,757,489	\$ 1,792,639
	(e) Difference Between Unrestricted & Restricted ((a) & (c))	NA	\$ 2,316,211	\$ 2,362,536	\$ 2,409,786	\$ 2,457,982	\$ 2,507,141	\$ 2,557,284	\$ 2,608,430	\$ 2,660,598	\$ 2,713,810
	(f) Present Worth Factor	NA	0.702587	0.730690	0.759918	0.790315	0.821927	0.854804	0.888996	0.924556	0.961538
	(g) Present Worth of Difference (PW1 @ 4% for Remaining Yrs.	NA	\$ 1,627,340	\$ 1,728,281	\$ 1,831,240	\$ 1,942,580	\$ 2,060,687	\$ 2,185,977	\$ 2,318,884	\$ 2,459,872	\$ 2,609,432
	(h) Plus Restricted Value (c)	NA	\$ 1,530,000	\$ 1,560,600	\$ 1,591,812	\$ 1,623,648	\$ 1,656,121	\$ 1,689,244	\$ 1,723,029	\$ 1,757,489	\$ 1,792,639
	(i) Restricted Value In Non-Renewal Status	NA	\$ 3,157,340	\$ 3,286,881	\$ 3,423,052	\$ 3,566,228	\$ 3,716,808	\$ 3,875,220	\$ 4,041,912	\$ 4,217,361	\$ 4,402,071
	Non-Renewal Status of (f) Gradually Approaches FBVY in (a)	\$ (2,270,795)	\$ (688,871)	\$ (636,254)	\$ (578,546)	\$ (515,402)	\$ (446,454)	\$ (371,307)	\$ (289,546)	\$ (200,726)	\$ (104,379)

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
			9 Yrs Remaining	8 Yrs Remaining	7 Yrs Remaining	6 Yrs Remaining	5 Yrs Remaining	4 Yrs Remaining	3 Yrs Remaining	2 Yrs Remaining	1 Yr Remaining
973 Market APN 3704-069 89 Apartment Units - Non Owner Occupied		2018 FBVY	2019 FBVY	2020 FBVY	2021 FBVY	2022 FBVY	2023 FBVY	2024 FBVY	2025 FBVY	2026 FBVY	2027 FBVY
Rolling 10-Year	(a) Factored Base Year Value as Unrestricted	\$ 33,877,839	\$34,657,396	\$35,350,544	\$36,057,555	\$36,778,706	\$37,514,280	\$38,264,565	\$39,029,857	\$39,810,454	\$40,606,663
	(b) Current Market Value	\$ 36,100,000	\$36,822,000	\$37,558,440	\$38,309,609	\$39,075,801	\$39,857,317	\$40,654,463	\$41,467,553	\$42,296,904	\$43,142,842
	(c) Restricted Value	\$ 20,800,000	\$21,216,000	\$21,640,320	\$22,073,126	\$22,514,589	\$22,964,881	\$23,424,178	\$23,892,662	\$24,370,515	\$24,857,925
	(d) Taxable Mills Act Value (lowest of (a), (b), or (c))	\$ 20,800,000	\$21,216,000	\$21,640,320	\$22,073,126	\$22,514,589	\$22,964,881	\$23,424,178	\$23,892,662	\$24,370,515	\$24,857,925
	(e) Difference Between Unrestricted & Restricted ((a) & (c))	NA	\$13,441,396	\$13,710,224	\$13,984,428	\$14,264,117	\$14,549,399	\$14,840,387	\$15,137,195	\$15,439,939	\$15,748,737
	(f) Present Worth Factor	NA	0.702587	0.730690	0.759918	0.790315	0.821927	0.854804	0.888996	0.924556	0.961538
	(g) Present Worth of Difference (PW1 @ 4% for Remaining Yrs.	NA	\$ 9,443,760	\$10,017,923	\$10,627,019	\$11,273,145	\$11,958,544	\$12,685,622	\$13,456,906	\$14,275,088	\$15,143,010
	(h) Plus Restricted Value (c)	NA	\$21,216,000	\$21,640,320	\$22,073,126	\$22,514,589	\$22,964,881	\$23,424,178	\$23,892,662	\$24,370,515	\$24,857,925
	(i) Restricted Value In Non-Renewal Status	NA	\$30,659,750	\$31,658,243	\$32,700,145	\$33,787,734	\$34,923,425	\$36,109,801	\$37,349,568	\$38,645,603	\$40,000,935
	Non-Renewal Status of (f) Gradually Approaches FBVY in (a)	\$ (13,177,839)	\$ (3,997,646)	\$ (3,692,300)	\$ (3,357,409)	\$ (2,990,971)	\$ (2,590,855)	\$ (2,164,765)	\$ (1,680,289)	\$ (1,164,851)	\$ (605,728)

REMARKS AND ASSUMPTIONS:

- (1) Mills Act contracts are for a rolling 10-year term. At the end of each year, an additional year is automatically added to the contract unless the contract is not renewed.
- (2) The valuation of a Mills Act property in non-renewal status results in the restricted value gradually approaching the property's factored base year value
- (3) Because of variables which change each year, the Assessor is not able to provide the exact restricted value or market value in future years. Variables include: Market rent, operating expenses, interest rate, and tax rate.
- (4) In the three examples, a 2% growth rate was applied to the factored base year value, current market value, and the restricted value.

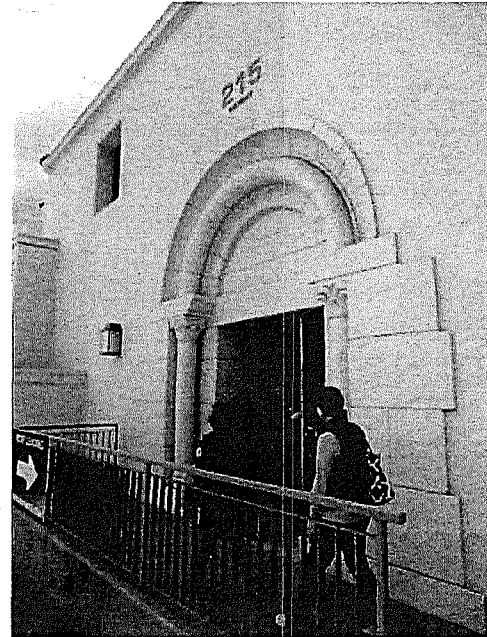
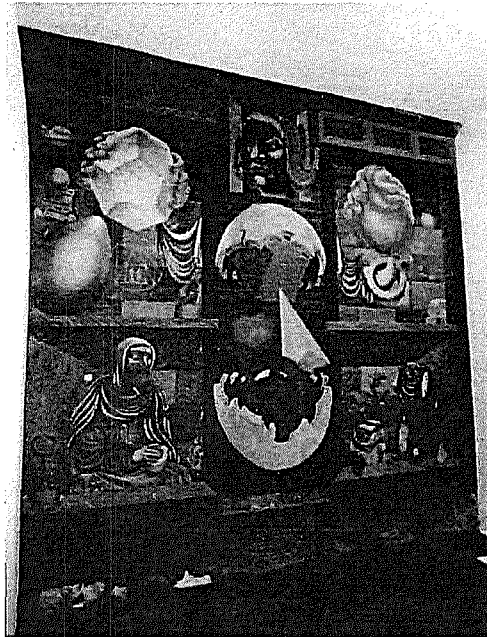
# Mills Act Contract Non-Renewals

September 19, 2018

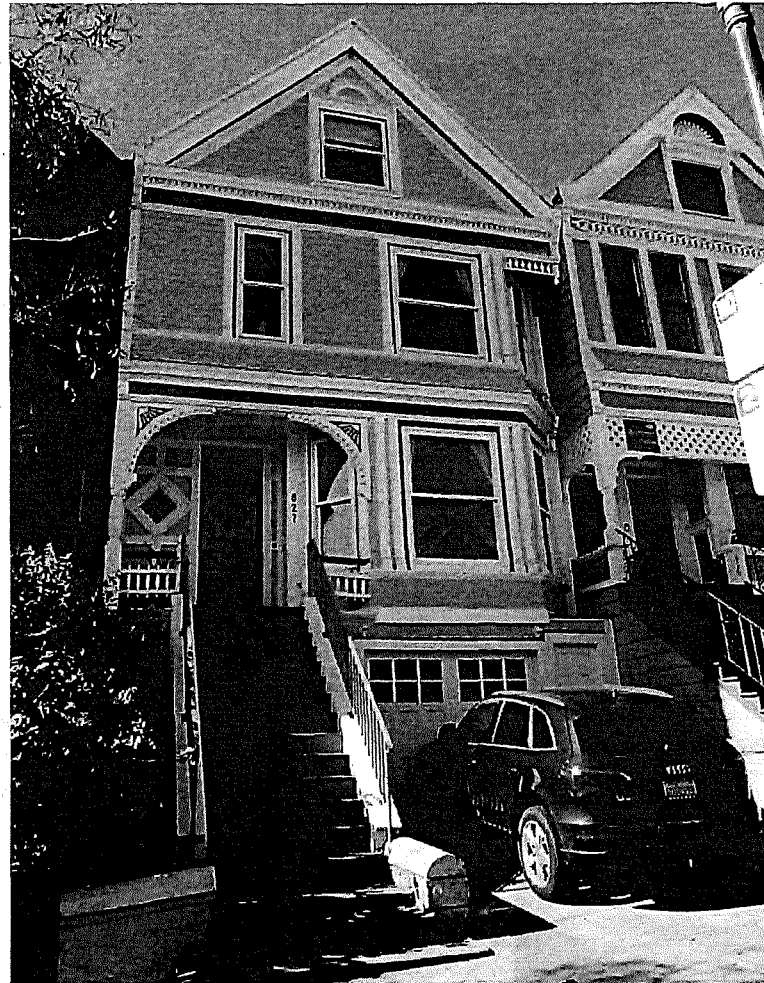


SAN FRANCISCO  
**PLANNING DEPARTMENT**

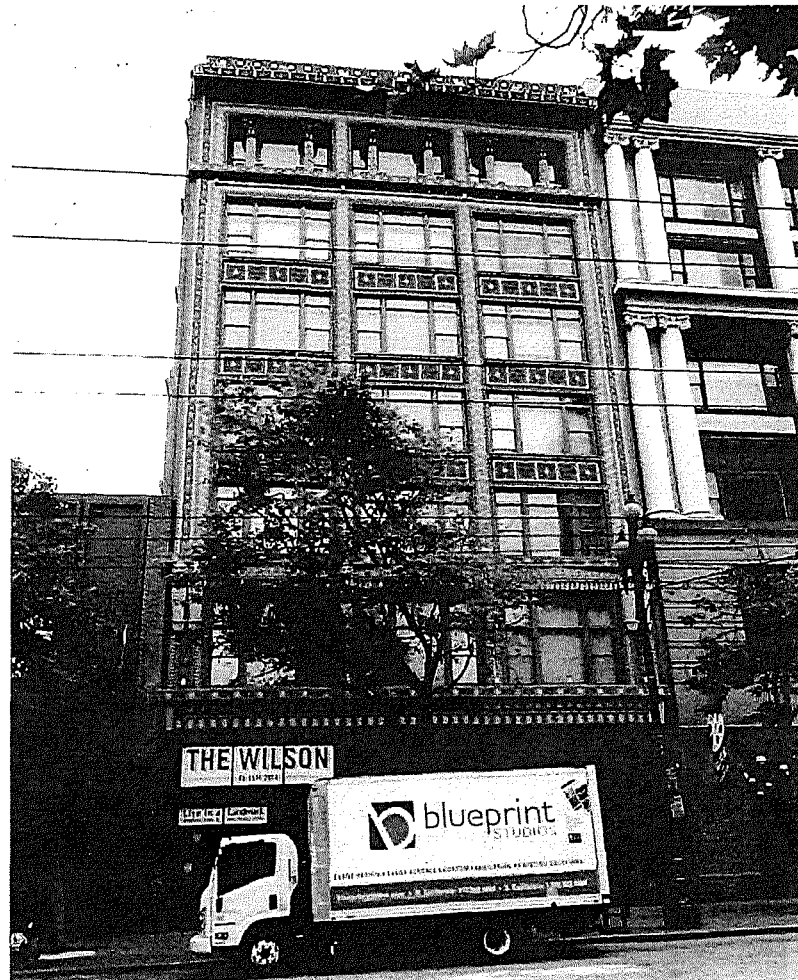
**215 and 229 Haight Street (formerly 55 Laguna Street, District 8)**  
Landmark Nos. 257 and 258



**627 Waller Street (District 8)**  
Duboce Park Historic District



973 Market Street (District 6)  
Market Street Theater and Loft National Register Historic District



## **Carroll, John (BOS)**

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**From:** Carroll, John (BOS)  
**Sent:** Tuesday, September 18, 2018 3:48 PM  
**To:** Kim, Jane (BOS); Peskin, Aaron (BOS); 'Brown, Vallie (vallie.brown@sfgov.org)'; 'Calvillo, Angela (angela.calvillo@sfgov.org)'  
**Cc:** Frye, Tim (CPC); Starr, Aaron (CPC); Sider, Dan (CPC); Ferguson, Shannon (CPC); Duong, Noelle (BOS); 'Angulo, Sunny (sunny.angulo@sfgov.org)'; Cancino, Juan Carlos (BOS); Somera, Alisa (BOS)  
**Subject:** RE: GAO - September 19, 2018 - Planning Documents for Mills Act Contract Non-Renewals  
**Categories:** 180871, 180870, 180869, 2018.09.19 - GAO

Good afternoon, again, Chair Kim and GAO committee.

Planning has provided one more document relevant to tomorrow's Mills Act resolutions. Please find the following link to the Assessor's Valuations for the Mills Act contracts currently in effect:

[Assessor Valuations](#)

John Carroll  
Assistant Clerk  
Board of Supervisors  
San Francisco City Hall, Room 244  
San Francisco, CA 94102  
(415) 554-4445



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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**From:** Carroll, John (BOS)  
**Sent:** Tuesday, September 18, 2018 1:40 PM  
**To:** Kim, Jane (BOS) <jane.kim@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; 'Brown, Vallie (vallie.brown@sfgov.org)' <vallie.brown@sfgov.org>; 'Calvillo, Angela (angela.calvillo@sfgov.org)' <angela.calvillo@sfgov.org>  
**Cc:** Frye, Tim (CPC) <tim.frye@sfgov.org>; Starr, Aaron (CPC) <aaron.starr@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Ferguson, Shannon (CPC) <Shannon.Ferguson@sfgov.org>; Duong, Noelle (BOS) <noelle.duong@sfgov.org>; 'Angulo, Sunny (sunny.angulo@sfgov.org)' <sunny.angulo@sfgov.org>; Cancino, Juan Carlos (BOS) <juancarlos.cancino@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Subject:** RE: GAO - September 19, 2018 - Planning Documents for Mills Act Contract Non-Renewals

Good afternoon, Chair Kim and members of the GAO committee.



San Francisco Mills Act Contracts

Contract #	Address	Property Owner	Historic Name	Block/Lot	Type of Landmark	Contract Approved by BOS	BOS File No.	2017-2018 Base Value	2017-2018 Mills Act Taxable Value	\$ Reduction In Assessed Value	% Reduction In Assessed Value	Property Tax Savings (1.1723%)	Supervisor District
1	460 Bush St.	Alice Carey	Fire Station #2	0270/041	Article 10 (#143) Article 11 (KMMS-	5/13/2002	02-0640	\$ 2,431,442	\$ 2,431,442	\$ -	0.00%	\$0	4
2	1080 Haight St.	Fellmore Managment, LLC	John C. Spencer House	1236/018	National Register	5/15/2007	07-0385	\$ 4,635,120	\$ 3,550,000	\$ (1,085,120)	-23.41%	-\$12,721	5
3	1735 Franklin St.	Tad & Masumi Oride	Brandenstein House	0641/002	Article 10 (#126)	8/7/2007	07-0701	\$ 3,003,117	\$ 2,827,467	\$ (175,650)	-5.85%	-\$2,059	2
4	690 Market St.	RC Chronicle Bldg., LP	Chronicle Bldg.	0311/016	Article 11 Cat. II	11/4/2008	08-1410	\$107,993,060	\$ 63,471,317	\$ (44,521,743)	-41.23%	-\$521,928	3
5	1818 California St.	Nakamura FLP	Lilienthal-Orville Pratt House	0641/004	Article 10 (#55)	12/3/2010	09-1106	\$ 4,042,716	\$ 2,322,562	\$ (1,720,154)	-42.55%	-\$20,165	2
6	201 Buchanan	Howard Stien and Jason Stien	Nightengale House	0858/002	Article 10 (#47)	7/30/2013	13-0623	\$ 1,738,460	\$ 1,670,000	\$ (68,460)	-3.94%	-\$803	5
7	2550 Webster St.	Gregory & Gloria McCandless	Bourn Mansion	0580/013	Article 10 (#38)	12/16/2013	13-0479	\$ 3,203,037	\$ 3,029,429	\$ (173,608)	-5.42%	-\$2,035	2
8	3769 20th St.	Thomas Ranese & Brian Jackson	N/A	3607/062	Article 10 (Liberty Hill)	12/16/2013	13-0521	\$ 2,052,382	\$ 1,190,000	\$ (862,382)	-42.02%	-\$10,110	8
9	1019 Market St.	Coby Durnin (Sentinel Development)	Carpets & Furniture Bldg.	3703/076	National Register (Market Street)	12/16/2013	13-0506	\$ 49,965,526	\$ 42,320,000	\$ (7,645,526)	-15.30%	-\$89,629	6
10	1772 Vallejo St.	John Moran	Burr Mansion	0552/029	Article 10 (# 31)	12/16/2013	13-0463	\$ 6,631,500	\$ 2,147,000	\$ (4,484,500)	-67.62%	-\$52,572	2
11	50 Carmelita St.	Adam Spiegel	N/A	0864/011	Article 10 (Duboce Park)	12/16/2013	13-0522	\$ 2,780,542	\$ 1,160,000	\$ (1,620,542)	-58.28%	-\$18,998	8
12	66 Carmelita St.	Bone Family Trust	N/A	0864/015	Article 10 (Duboce Park)	12/16/2013	13-0577	\$ 2,194,449	\$ 1,052,380	\$ (1,142,069)	-52.04%	-\$13,388	8
13	56 Pierce St.	Adam Wilson	N/A	0865/013	Article 10 (Duboce Park)	12/16/2013	13-1157	\$ 1,629,295	\$ 1,240,000	\$ (389,295)	-23.89%	-\$4,564	8
14	64 Pierce St.	Jean Paul Balajadia	N/A	0865/015	Article 10 (Duboce Park)	12/16/2013	13-1158	\$ 2,745,321	\$ 1,160,000	\$ (1,585,321)	-57.75%	-\$18,585	8
15	56 Potomac St.	Karli Sager	N/A	0866/012	Article 10 (Duboce Park)	12/16/2013	13-1159	\$ 1,129,369	\$ 750,000	\$ (379,369)	-33.59%	-\$4,447	8
16	66 Potomac St.	Adam Wilson	N/A	0866/015	Article 10 (Duboce Park)	12/16/2013	13-1160	\$ 1,743,056	\$ 1,080,000	\$ (663,056)	-38.04%	-\$7,773	8
17	68 Pierce St.	Diarmuid Russel & Heather Podruchny	N/A	0865/016	Article 10 (Duboce Park)	11/25/2014	14-1102	\$ 1,649,908	\$ 980,000	\$ (669,908)	-40.60%	-\$7,853	8
18	563-567 Waller St.	Brandon Miller & Jay Zalewski	N/A	0865/025	Article 10 (Duboce Park)	11/25/2014	14-1103	\$ 2,406,146	\$ 1,890,000	\$ (516,146)	-21.45%	-\$6,051	8
19	621 Waller St.	Claude & Renee Zellweger	N/A	0864/023	Article 10 (Duboce Park)	11/25/2014	14-1104	\$ 2,196,627	\$ 980,000	\$ (1,216,627)	-55.39%	-\$14,263	8
20	722 Steiner St.	Come Lague	Postcard Row/Painted Ladies	0803/023	Article 10 (Alamo Square)	12/8/2015	15-1065	\$ 3,390,700	\$ 1,800,000	\$ (1,590,700)	-46.91%	-\$18,648	5
21	807 Montgomery	807 Montgomery LLC	N/A	0176/006	Article 10 (Jackson Square)	12/15/2015	15-1066	\$ 5,416,987	\$ 5,416,987	\$ -	0.00%	\$0	3
22	761 Post St.	RLJ C San Francisco LP	Maurice Hotel	0304/015	National Register (Lower Nob Hill)	12/8/2015	15-1067	\$ 34,487,172	\$ 34,487,172	\$ -	0.00%	\$0	3
23	1036 Vallejo St.	Kiandokht Beyzavi & Hamid Amiri	N/A	0127/007	National Register (Russian Hill)	11/29/2016	16-1098	\$ 2,040,000	\$ 1,490,000	\$ (550,000)	-26.96%	-\$6,448	3
24	101-105 Steiner St.	Jason Monberg & Karli Sager	N/A	0866/009	Article 10 (Duboce Park)	11/29/2016	16-1100	\$ 2,809,700	\$ 1,620,000	\$ (1,189,700)	-42.34%	-\$13,947	8
25	361 Oak St.	Christopher J. Ludwig & Lies Ludwig	Fassett-Reis-Meagher House	0839/023	California Register (Hayes Valley)	11/29/2016	16-1099	\$ 2,652,599	\$ 1,230,000	\$ (1,422,599)	-53.63%	-\$16,677	5
2017-2018 SUBTOTAL LOSS IN PROPERTY TAX REVENUE												-\$863,662	

San Francisco Mills Act Contracts

Contract #	Address	Property Owner	Historic Name	Block/Lot	Type of Landmark	Contract Approved by BOS	BOS File No.	2017-2018 Base Value	2017-2018 Mills Act Taxable Value	\$ Reduction In Assessed Value	% Reduction In Assessed Value	Property Tax Savings (1.1723%)	Supervisor District
26	55 Laguna St.	Alta Laguna LLC	Woods Hall and Woods Hall Annex	0857/002	Article 10 (#257, #258)	12/6/2017	171098	\$ 10,397,244	\$ 8,180,000	\$ (2,217,244)	-21.33%	-\$26,146	8
27	101 Vallejo St.	855 Front Street LLC	Gibb-Sanborn Warehouses	0141/013	Article 10 (#91)	11/1/2017	171101	\$ 11,745,000	\$ 8,250,000	\$ (3,495,000)	-29.76%	-\$41,213	3
28	627 Waller St.	John Hjelmstad & Allison Bransfield	N/A	0864/022	Article 10 (Duboce Park)	12/6/2017	171102	\$ 3,696,858	\$ 1,500,000	\$ (2,196,858)	-59.43%	-\$25,905	8
29	940 Grove St.	Smith-Hantas Family Trust	N/A	0798/058	Article 10 (Alamo Square)	11/1/2017	171103	\$ 4,637,020	\$ 1,750,000	\$ (2,887,020)	-62.26%	-\$34,044	5
30	973 Market St.	Raintree 973 Market Newco LLC	N/A	3704/069	National Register (Market Street)	12/6/2017	171104	\$ 33,311,607	\$ 20,800,000	\$ (12,511,607)	-37.56%	-\$147,537	6
31	60-62 Carmelita St.	Stephen Tom & Patrick Mooney	N/A	0864/014	Article 10 (Duboce Park)	4/3/2018	171100	\$ 1,915,198	\$ 950,000	\$ (965,198)	-50.40%	-\$11,382	8
								2017-2018 SUBTOTAL LOSS IN PROPERTY TAX REVENUE				-\$286,227	
								2017-2018 TOTAL LOSS IN PROPERTY TAX REVENUE				-\$1,149,889	



## Carroll, John (BOS)

---

**From:** Carroll, John (BOS)  
**Sent:** Tuesday, September 18, 2018 1:40 PM  
**To:** Kim, Jane (BOS); Peskin, Aaron (BOS); 'Brown, Vallie (vallie.brown@sfgov.org)'; 'Calvillo, Angela (angela.calvillo@sfgov.org)'  
**Cc:** Frye, Tim (CPC); Starr, Aaron (CPC); Sider, Dan (CPC); Ferguson, Shannon (CPC); Duong, Noelle (BOS); 'Angulo, Sunny (sunny.angulo@sfgov.org)'; Cancino, Juan Carlos (BOS); Somera, Alisa (BOS)  
**Subject:** RE: GAO - September 19, 2018 - Planning Documents for Mills Act Contract Non-Renewals  
**Categories:** 180870, 180871, 2018.09.19 - GAO, 180869

Good afternoon, Chair Kim and members of the GAO committee.

The Planning Department has prepared an Executive Summary memo and a deck of images relating to tomorrow's consideration of three resolutions to limit Mills Act historic preservation contracts. These relate to agenda item numbers one through three for tomorrow's meeting.

For your convenience in the Chamber, I have linked each of the documents within the Legislative Research Center. These links are also available below:

[Planning Department Executive Summary Memo - September 19, 2018](#)  
[Image Deck - Active Mills Act Contracts - September 19, 2018](#)

I should also mention for the record that the matter of these three Mills Act contracts are on agenda for consideration by the Historic Preservation Commission later in the afternoon tomorrow. Following the HPC's consideration of those matters, I will be sure to update the Board's files to include any reports or resolutions prepared by the Commission. Ms. Ferguson and Mr. Frye, could you please assist with transmitting those documents to me after HPC?

I invite you to review the entire matter on our [Legislative Research Center](#) by following the links below:

<u><a href="#">Board of Supervisors File No. 170869</a></u>	- Agenda Item No. 1
<u><a href="#">Board of Supervisors File No. 170870</a></u>	- Agenda Item No. 2
<u><a href="#">Board of Supervisors File No. 170871</a></u>	- Agenda Item No. 3

Thank you for your review.

John Carroll  
Assistant Clerk  
Board of Supervisors  
San Francisco City Hall, Room 244  
San Francisco, CA 94102  
(415) 554-4445



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation and archived matters since August 1998.

*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a*



# SAN FRANCISCO PLANNING DEPARTMENT

## Executive Summary Non-Renewal of Mills Act Historical Property Contracts HEARING DATE: SEPTEMBER 19, 2018

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

*File No.:* 180869, 180870, 180871  
*Initiated by:* Supervisor Peskin / Introduced September 4, 2018  
*Staff Contacts:* Shannon Ferguson, Senior Planner  
shannon.ferguson@sfgov.org, 415-575-9074  
*Reviewed by:* Tim Frye, Historic Preservation Officer  
tim.frye@sfgov.org, 415-558-6362

### SUMMARY

The proposed Resolutions would limit the Mills Act historical property contract (Contract) for 215 & 229 Haight Street, 627 Waller Street, and 973 Market Street (subject properties) 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.

#### The Way It Is Now:

Under the Mills Act and Administrative Code Chapter 71, 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.

#### The Way It Would Be:

The historical property contract for 215 & 229 Haight Street, 627 Waller Street, and 973 Market Street would not be renewed and would be limited to a term of ten years.

### BACKGROUND

The California Mills Act (Government Code Section 50280 et seq.) authorizes local governments to enter into a contract with the owners of a qualified historical property who agree to rehabilitate, restore, preserve, and maintain the property in return for property tax reductions under the California Revenue and Taxation Code. Chapter 71 of the Administrative Code was adopted to implement the Mills Act in San Francisco and to preserve these historical properties. The department currently holds 31 active Mills Act contracts (see photos attached separately).

At the time of application in 2017, the subject properties did not have substantial rehabilitation and maintenance needs. In the case of 215 & 229 Haight Street and 973 Market Street, the majority of rehabilitation scopes of work had been completed prior to application submittal. The Mills Act application allows for rehabilitation scopes of work to be completed one year prior to submitting an application.

### BOARD ACTION

At a public hearing on October 4, 2017, in Resolutions 901, 905, and 907, the Historic Preservation Commission recommended that the Board of Supervisors approve the Contracts.

At a public hearing on November 14, 2017 and December 12, 2017, in Resolution Nos. 453-17, 420-17, and 454-17, after reviewing the Historic Preservation Commission's recommendation, the information provided by the Assessor's Office, and the historical value of the properties, the Board of Supervisors balanced the benefits of the Mills Act to the property owners with the cost to the City of providing the property tax reductions authorized by the Mills Act, and approved the Contracts for 215 & 229 Haight Street, 627 Waller Street, and 973 Market Street.

At that time, the Board of Supervisors also expressed interest in limiting the Contracts 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.

### ISSUES AND CONSIDERATIONS

The Contract allows either the property owners or the City to not renew the Contract. If the property owner desires 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 owner 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.

If the City desires not to renew the Contract, the City must serve written notice of non-renewal to the property owners 60 days prior to the date of renewal.

If the Board of Supervisors approves non-renewal, the Contract for 215 & 229 Haight Street, 627 Waller Street, and 973 Market Street will be in effect for 10 years only.

The property owners will pay property taxes based on the fair market value of the property after the Contract expires.

Rehabilitation and maintenance work outlined in the Contract will be completed during the 10 year term.

### PLANNING DEPARTMENT RECOMMENDATION

The Department recommends the Board of Supervisors approve limiting the Contracts to a term of ten years because it will incentivize historic preservation, the rehabilitation and maintenance work will be completed in that ten year term, and it achieves a better balance between the benefits to the property owner and the costs to the City.

#### Attachments:

Photos of 215 & 229 Haight Street, 627 Waller Street, and 973 Market Street

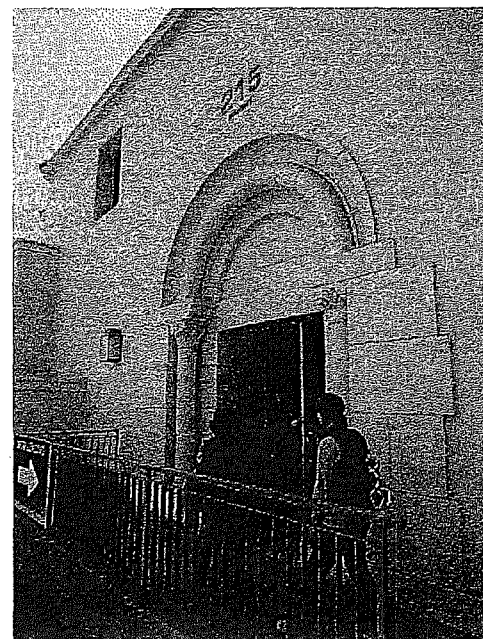
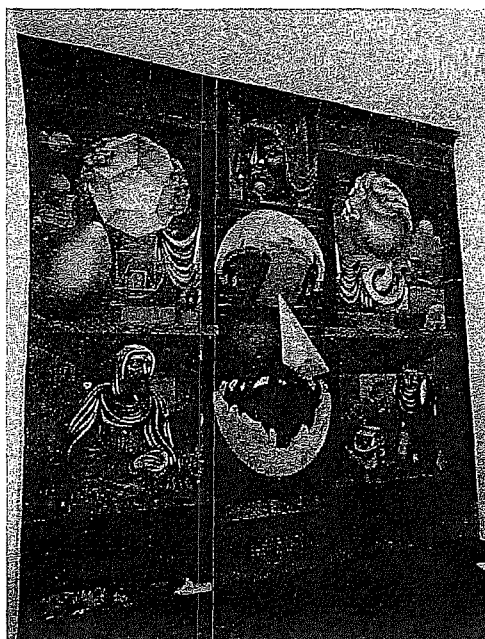
# Mills Act Contract Non-Renewals

September 19, 2018

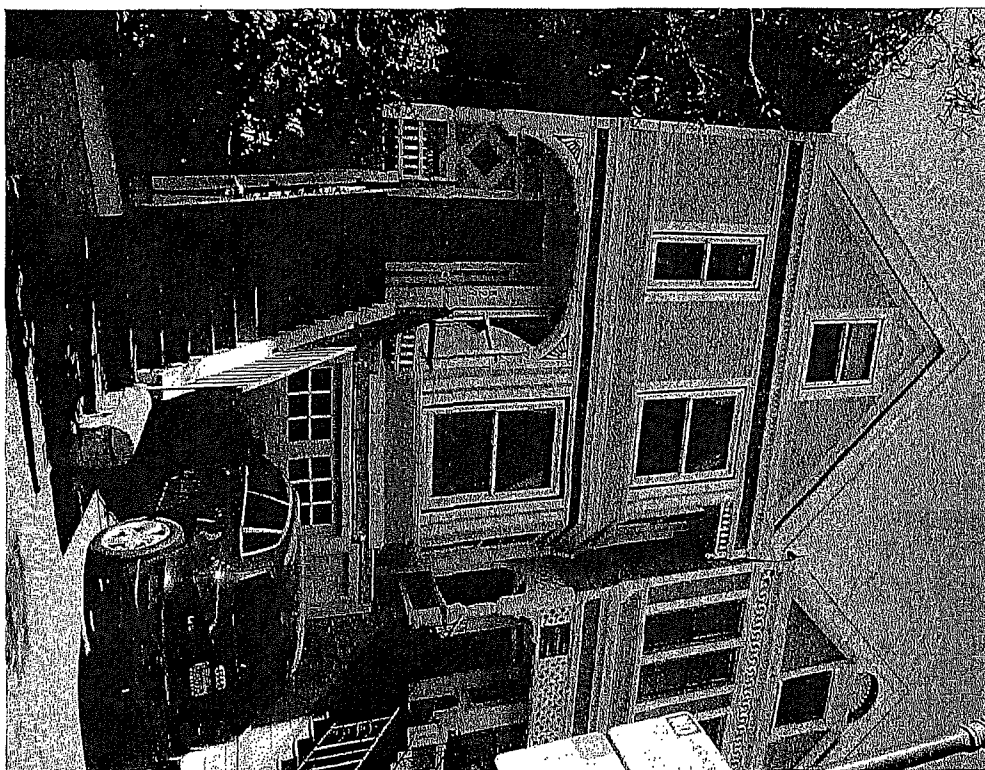


SAN FRANCISCO  
**PLANNING DEPARTMENT**

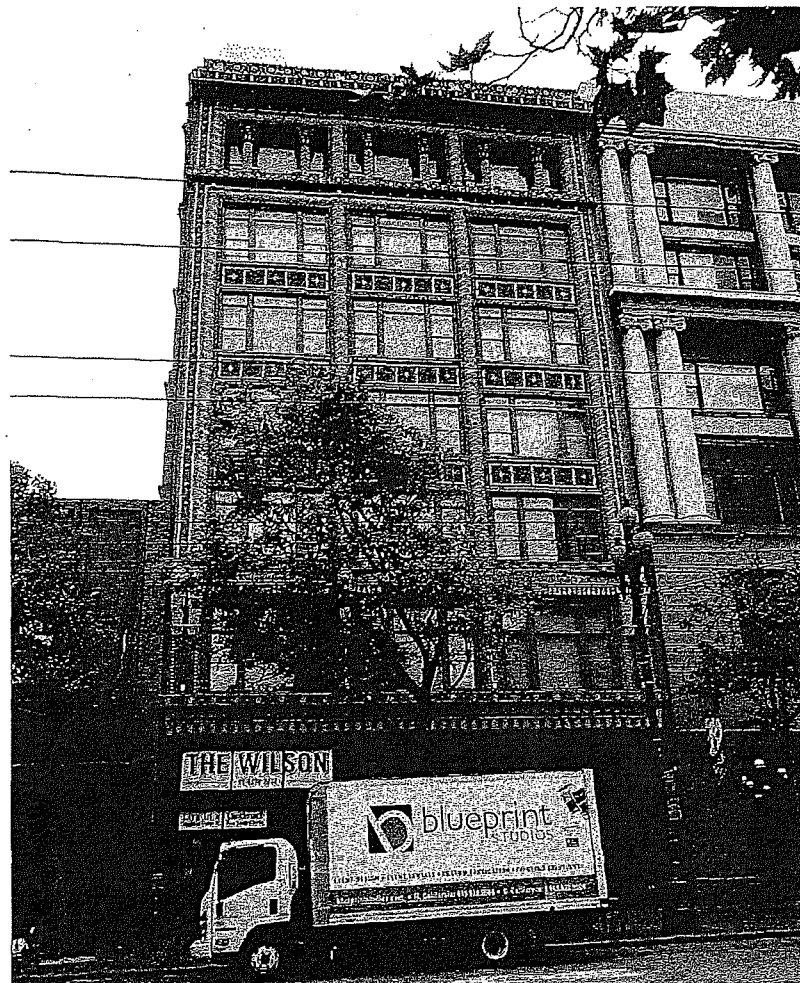
**215 and 229 Haight Street (formerly 55 Laguna Street, District 8)**  
Landmark Nos. 257 and 258



**627 Waller Street (District 8)**  
Duboce Park Historic District



973 Market Street (District 6)  
Market Street Theater and Loft National Register Historic District





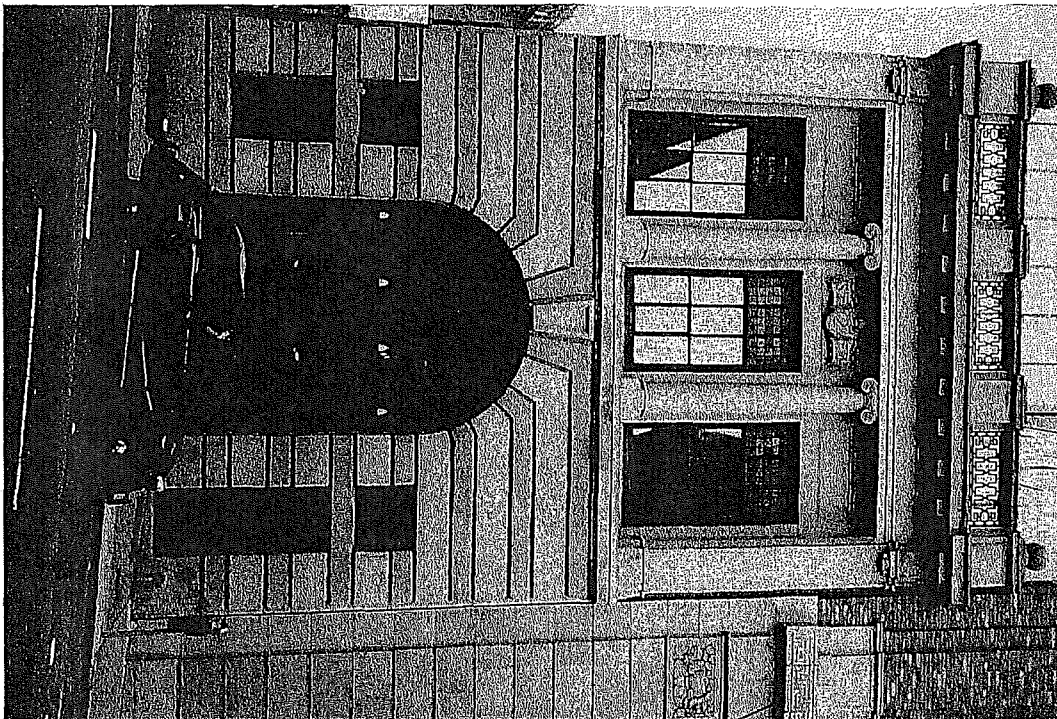
# Active Mills Act Historical Property Contracts



SAN FRANCISCO  
**PLANNING DEPARTMENT**



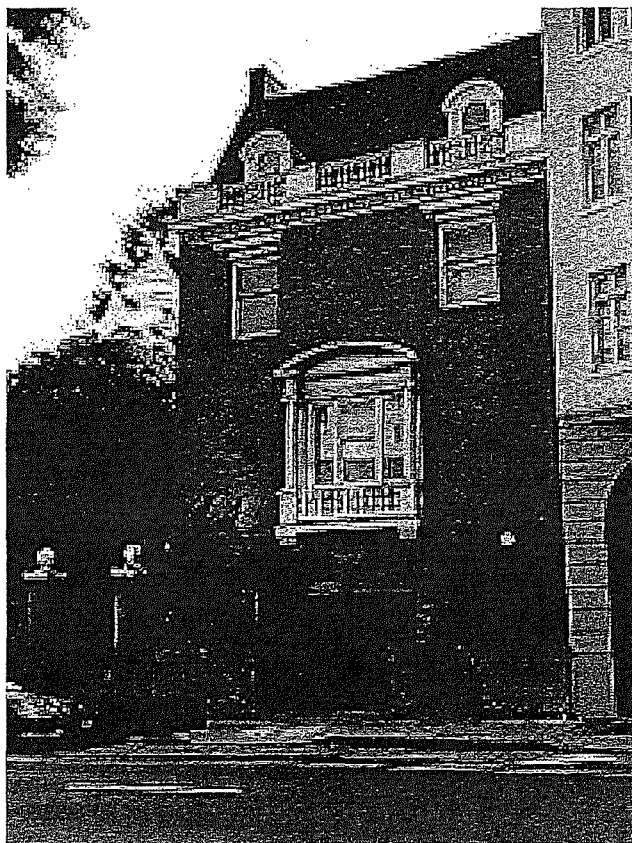
1. 460 Bush Street



## 2. 1080 Haight Street



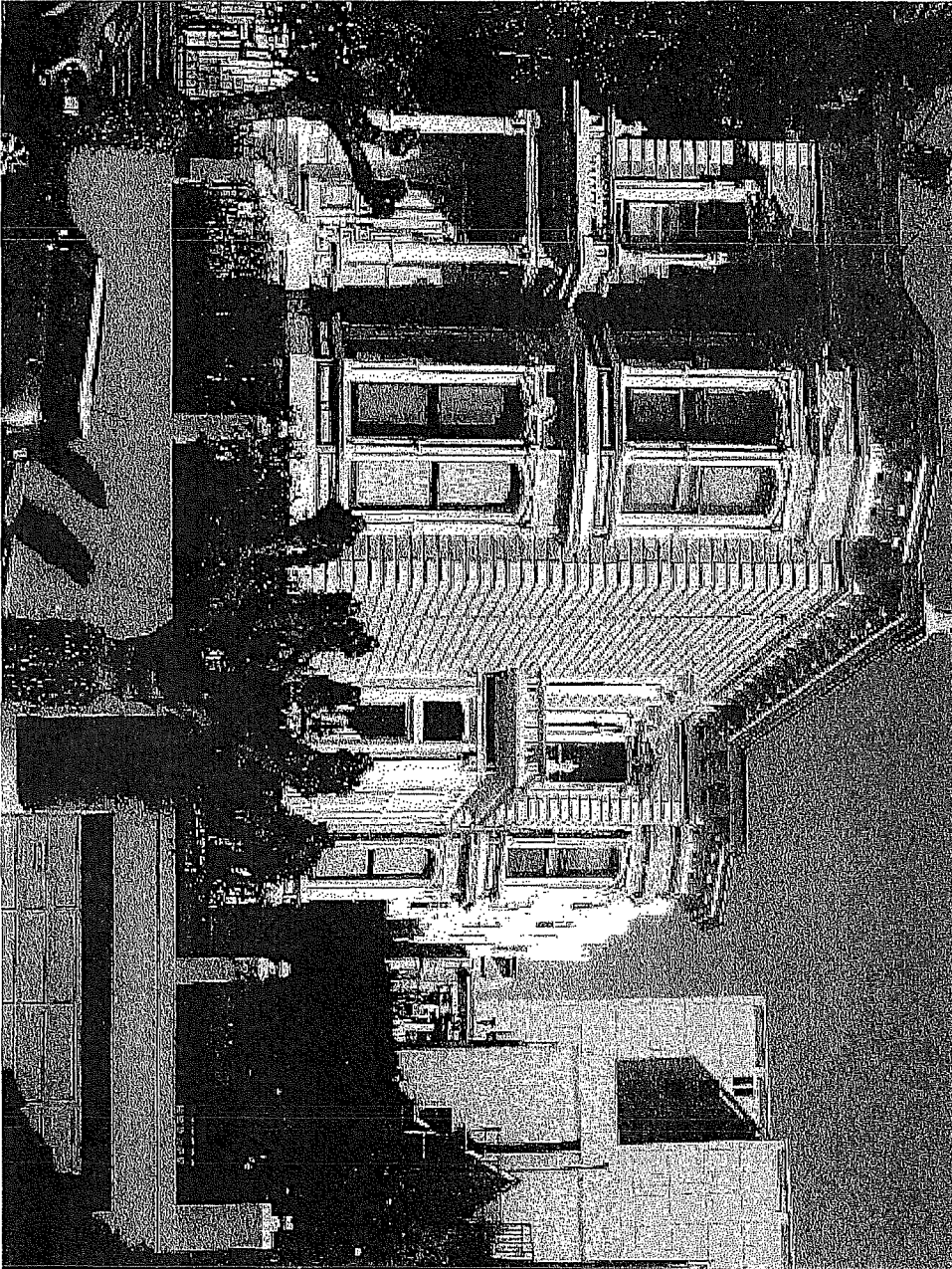
### 3. 1735 Franklin Street



#### 4. 690 Market Street



5. 1818 California Street

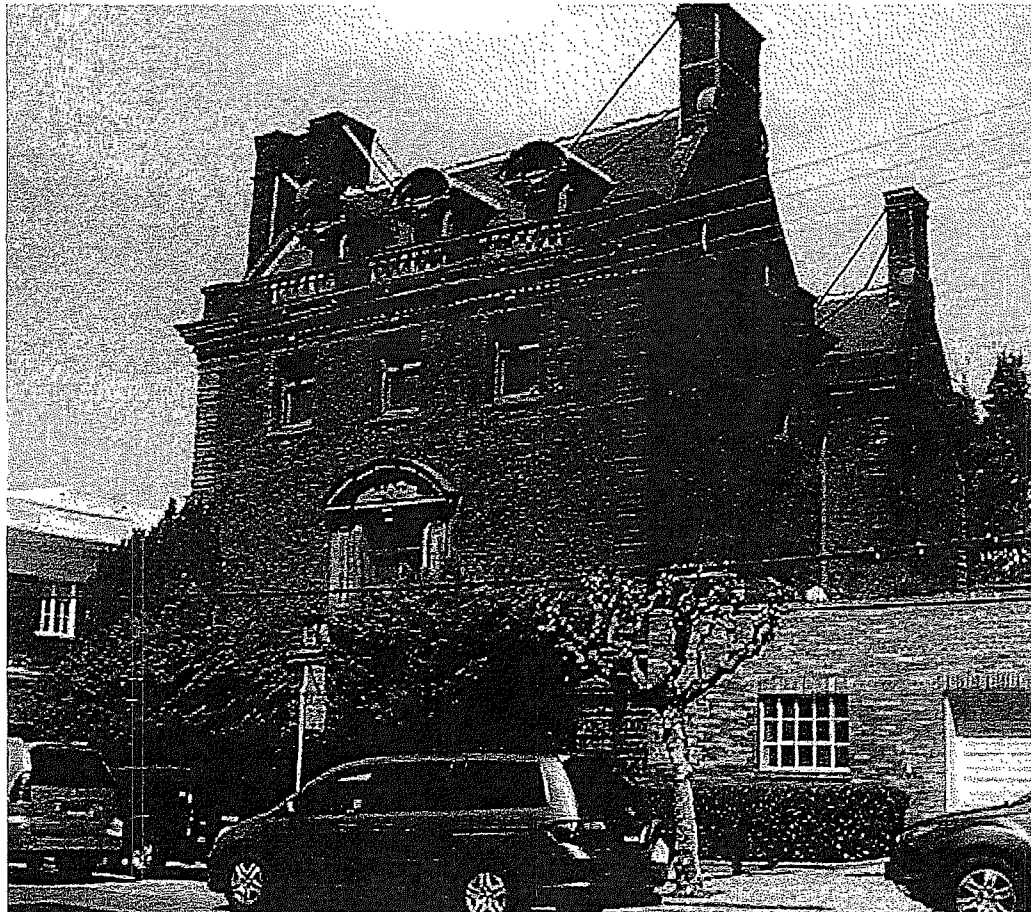




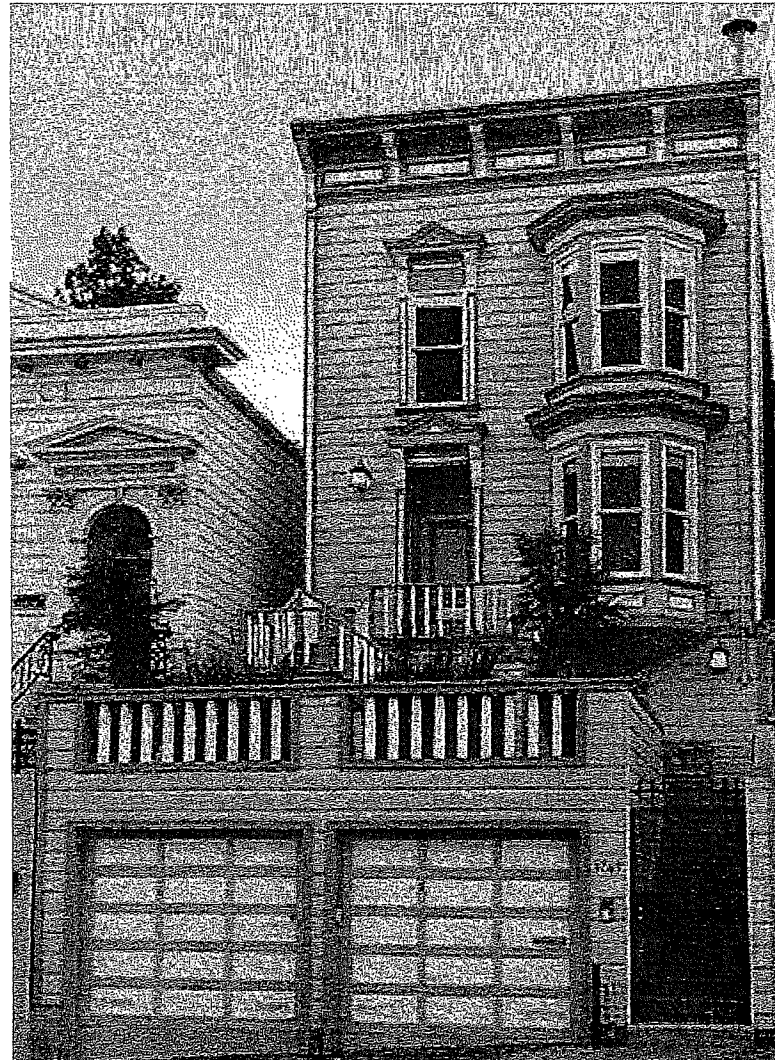
6. 201 Buchanan Street



7. 2550 Webster Street

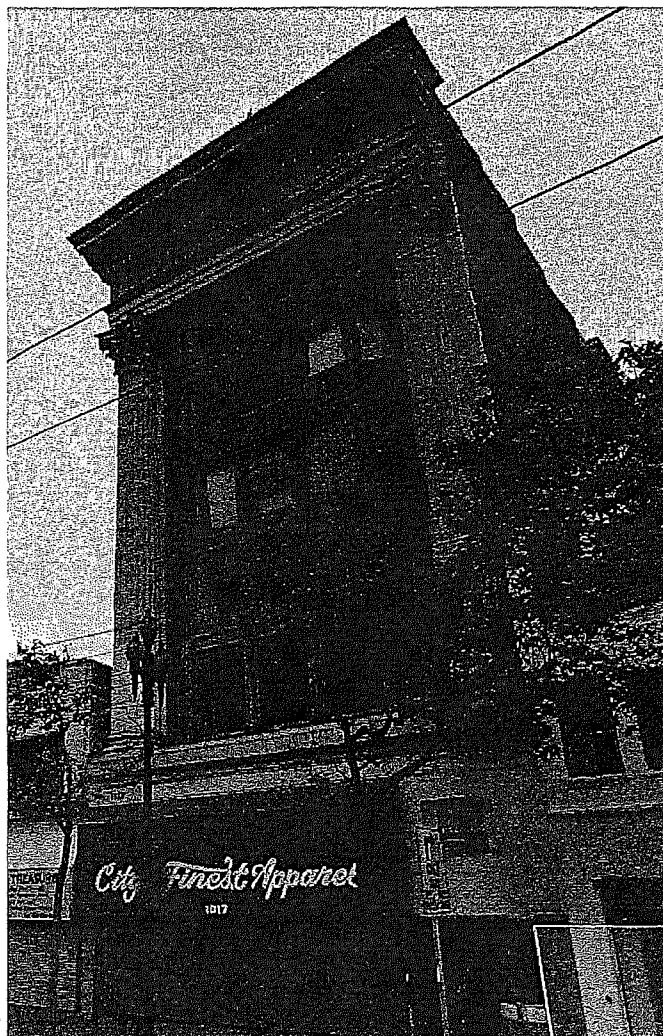


8. 3769 20<sup>th</sup> Street

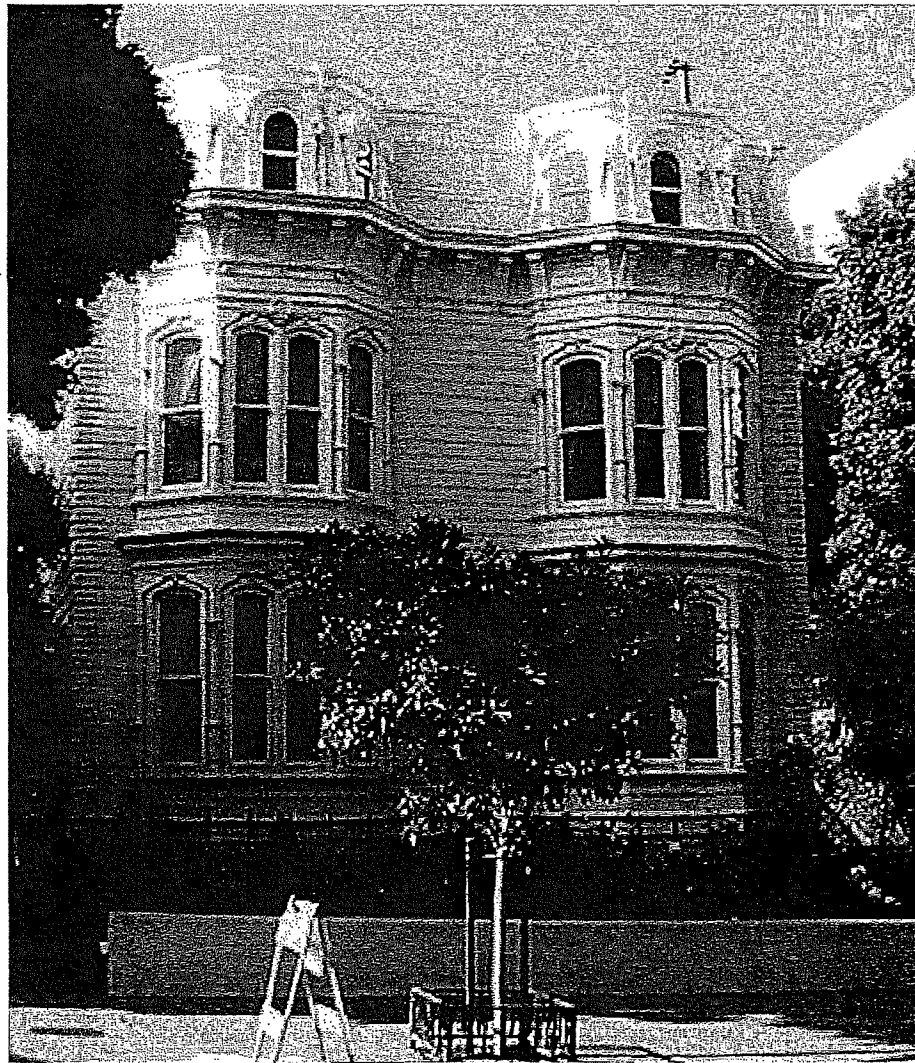




9. 1019 Market Street



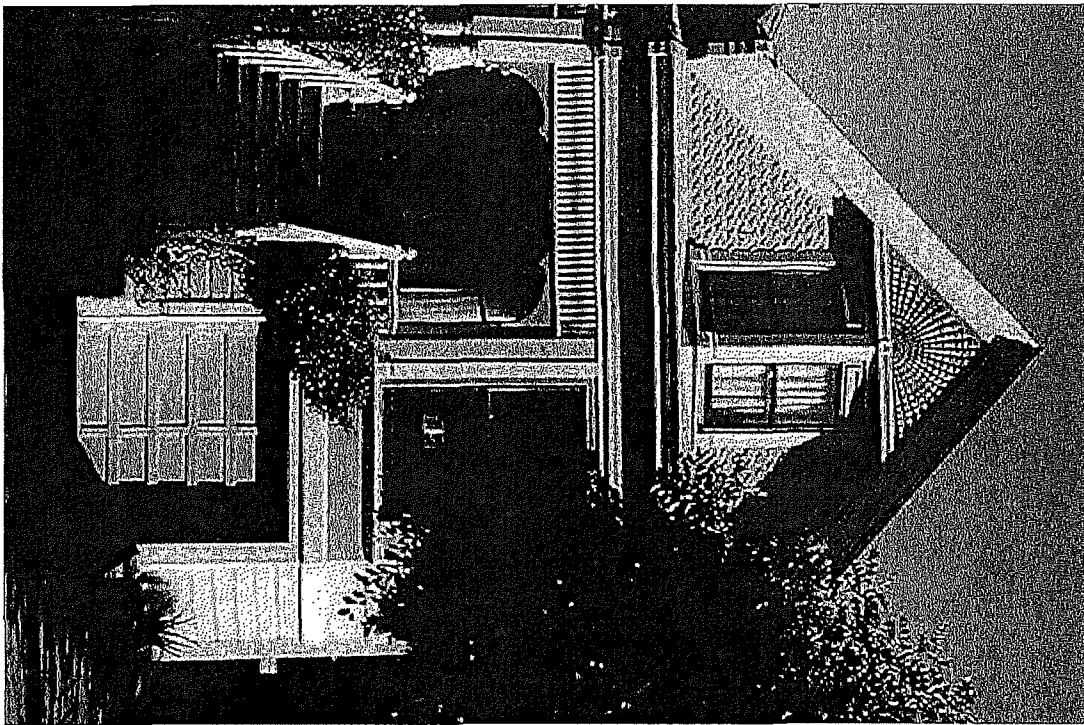
10. 1772 Vallejo Street



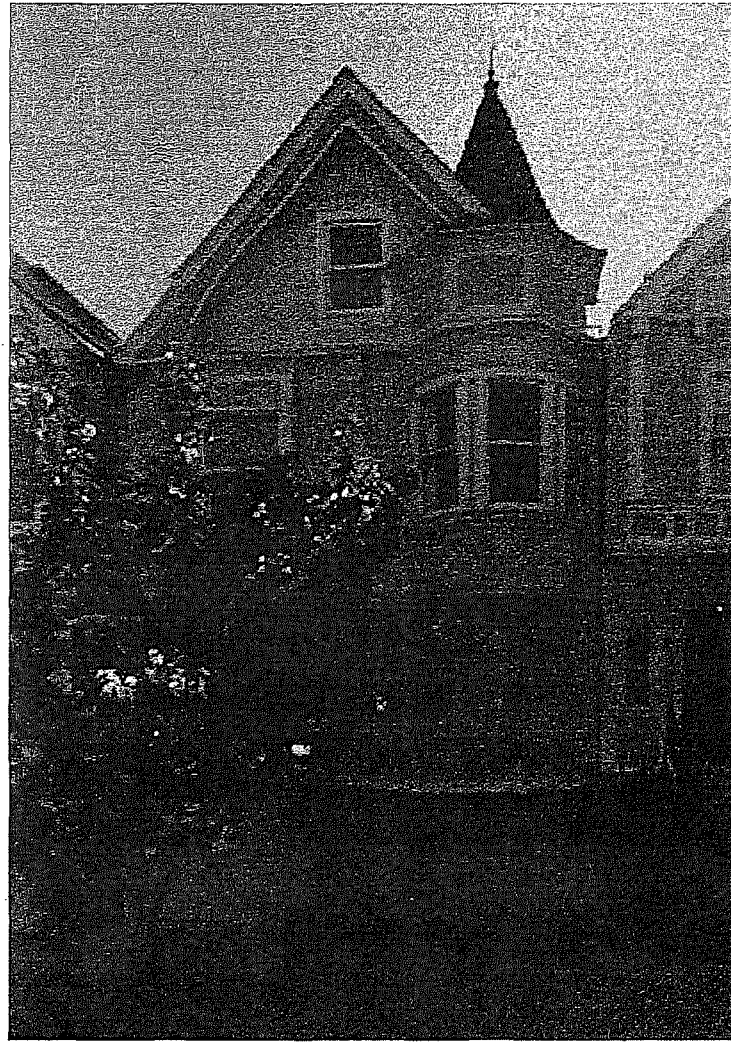
11. 50 Carmelita Street



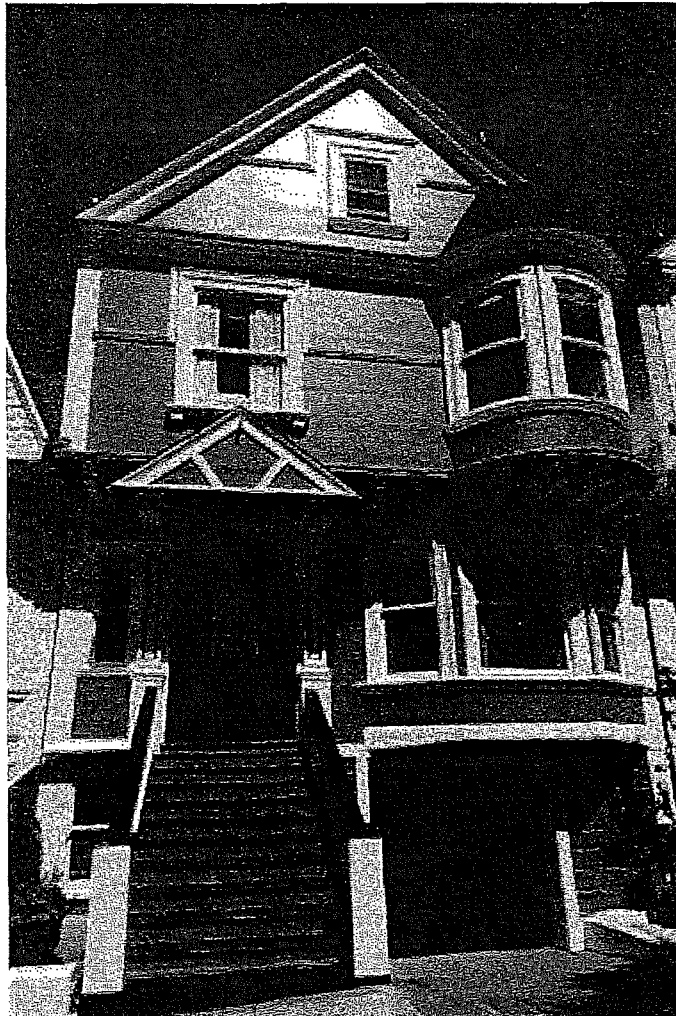
12. 66 Carmelita Street



13. 56 Pierce Street

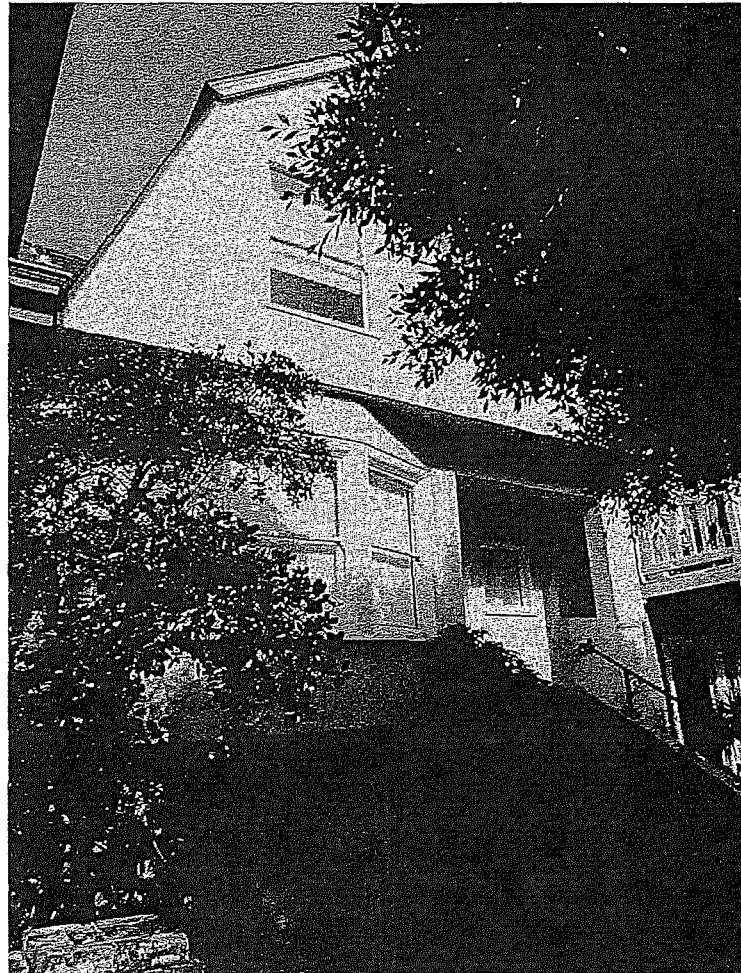


14. 64 Pierce Street

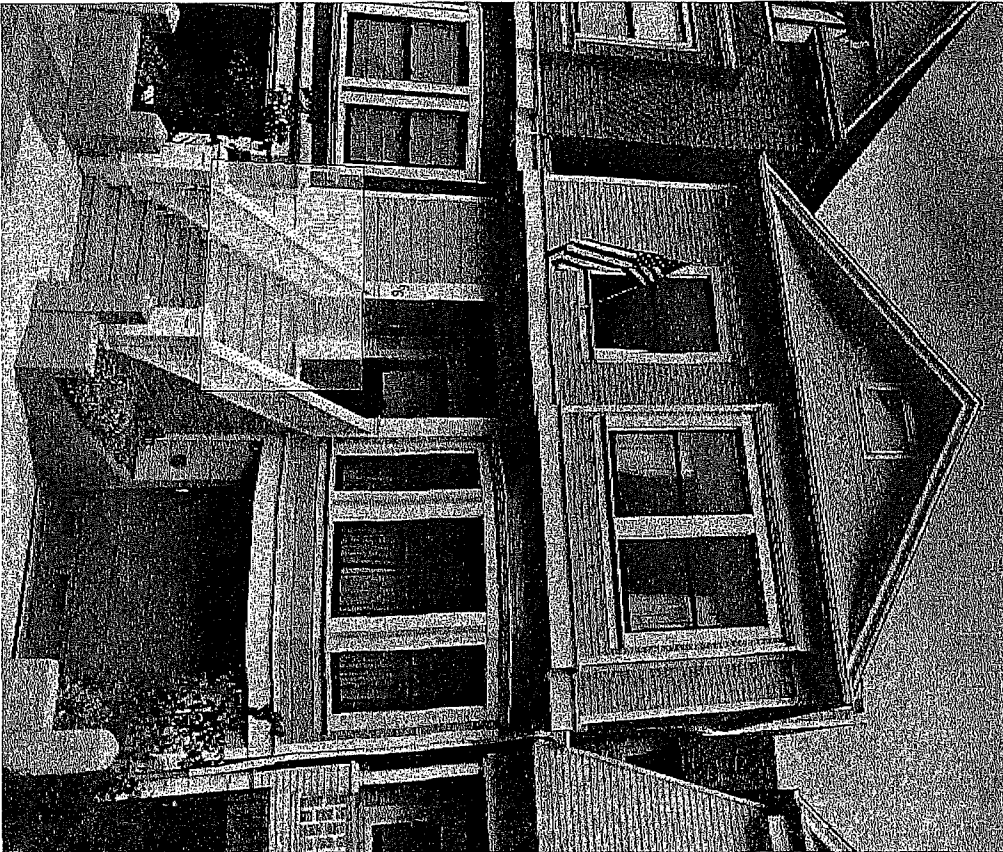




15. 56 Potomac Street

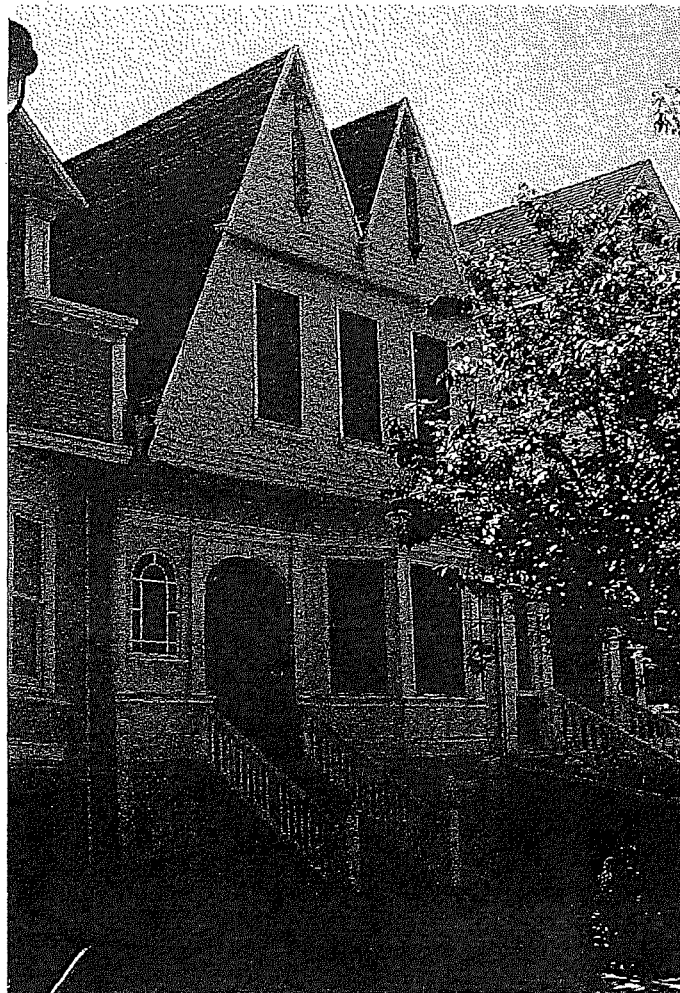


16. 66 Potomac Street

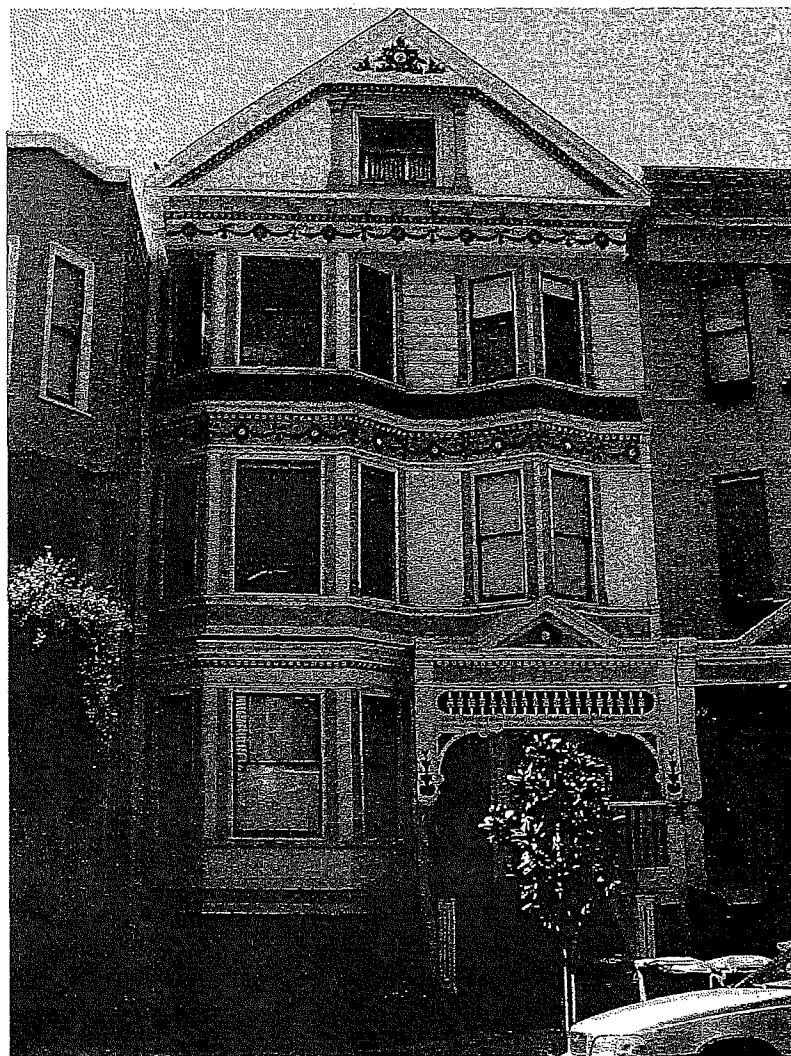




17. 68 Pierce Street



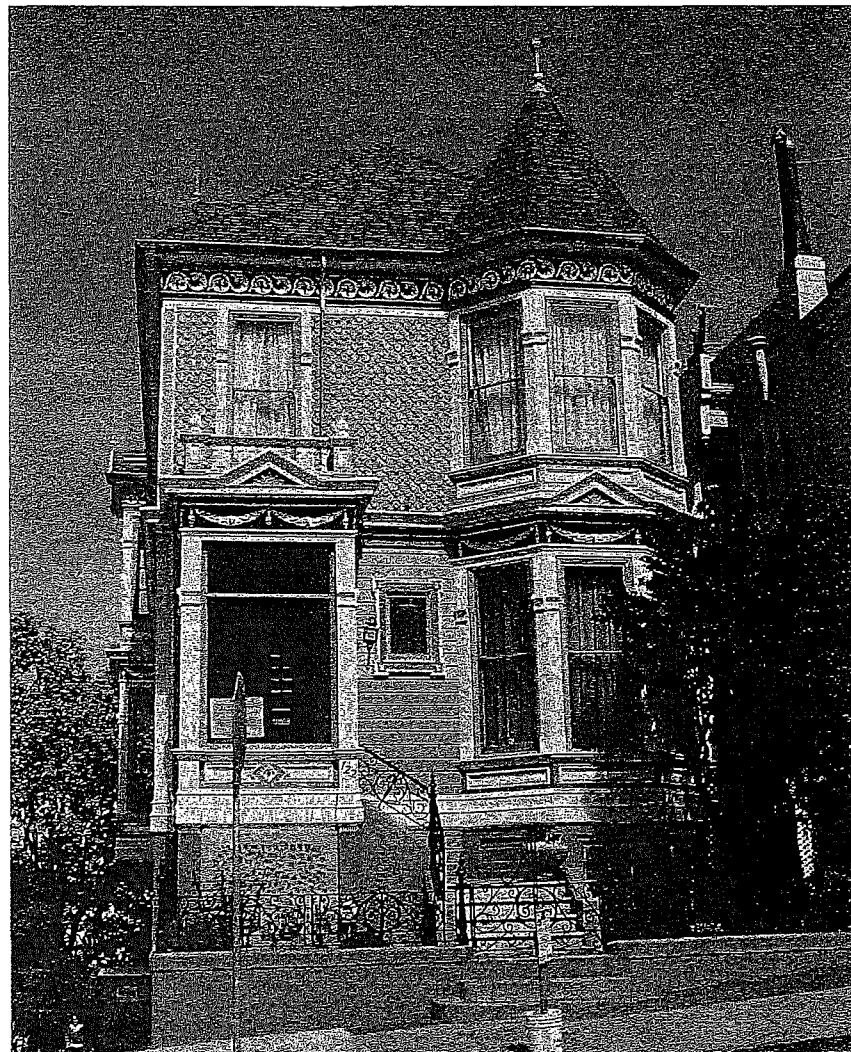
18. 563-567 Waller Street



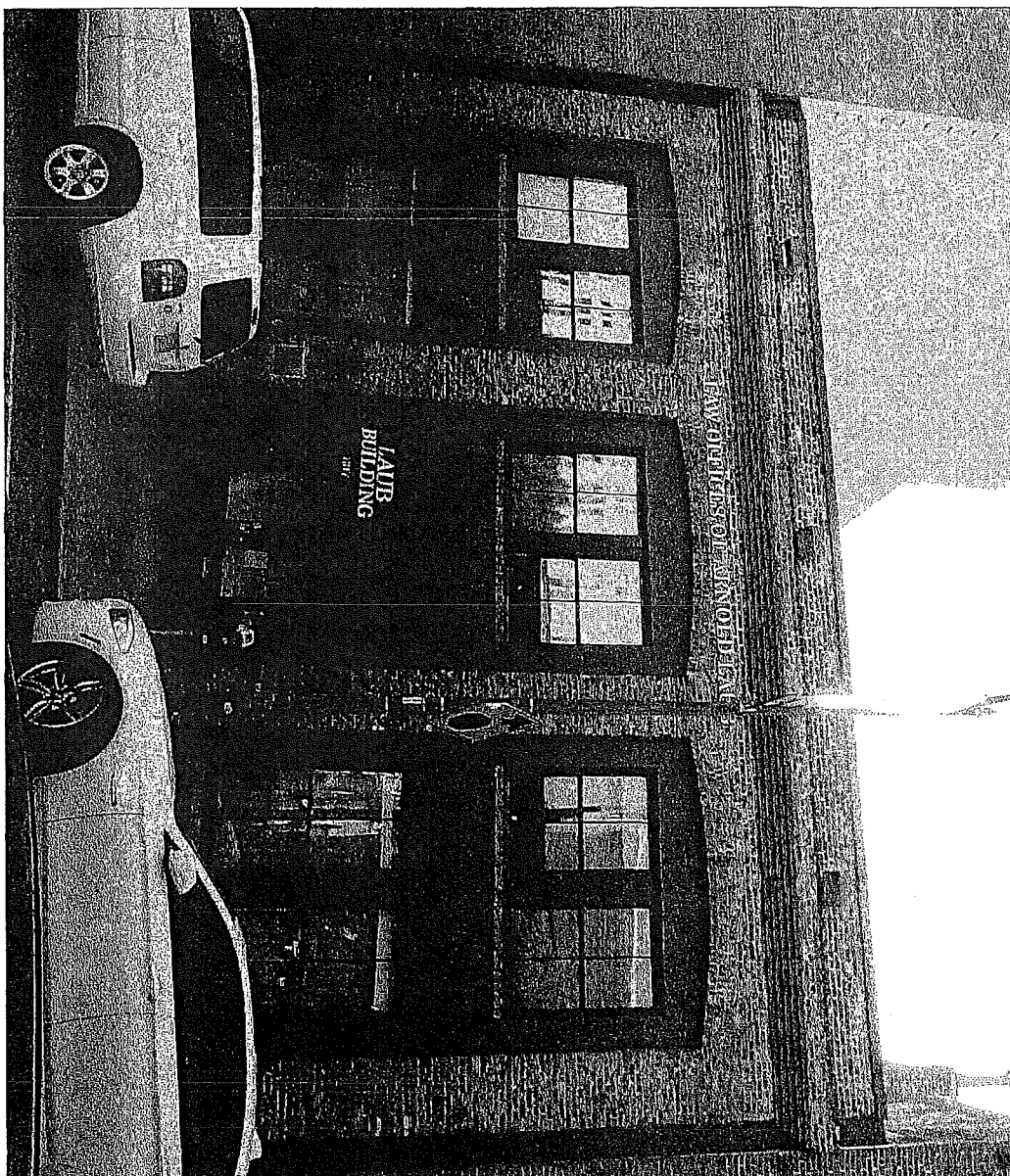
19. 621 Waller Street



20. 722 Steiner Street



21. 807 Montgomery Street

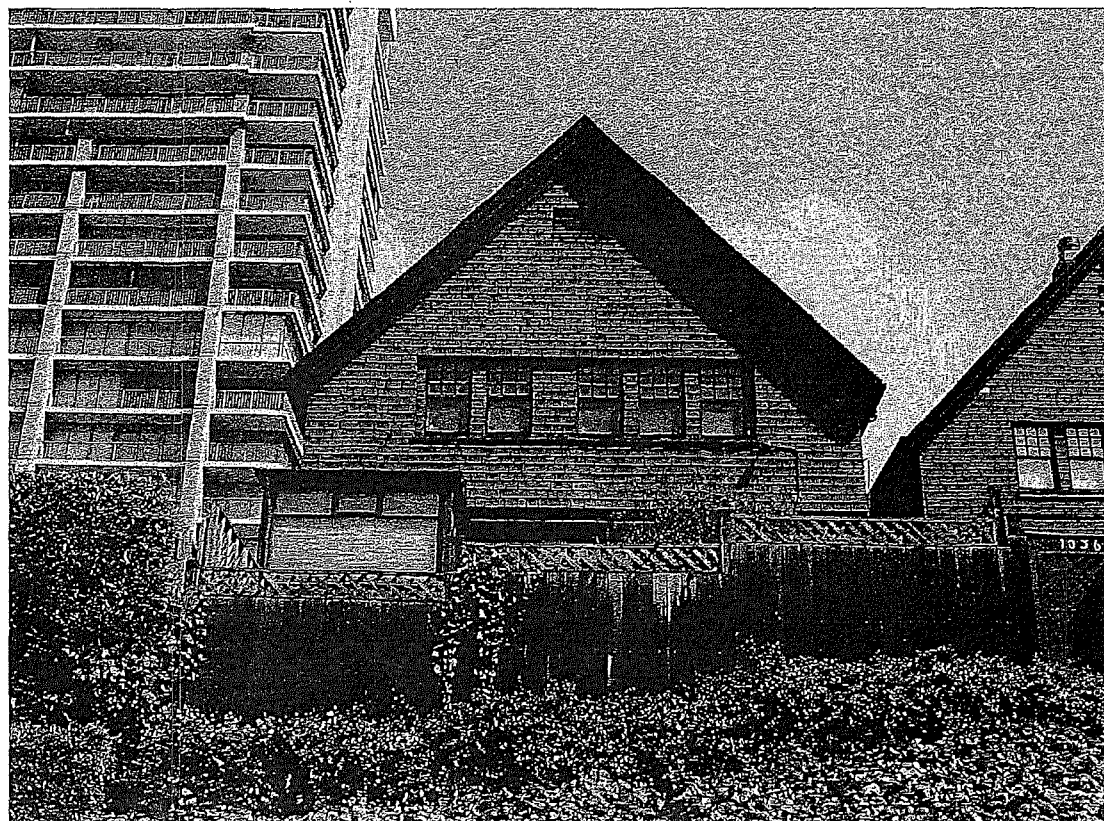


22. 761 Post Street





23. 1036 Vallejo Street

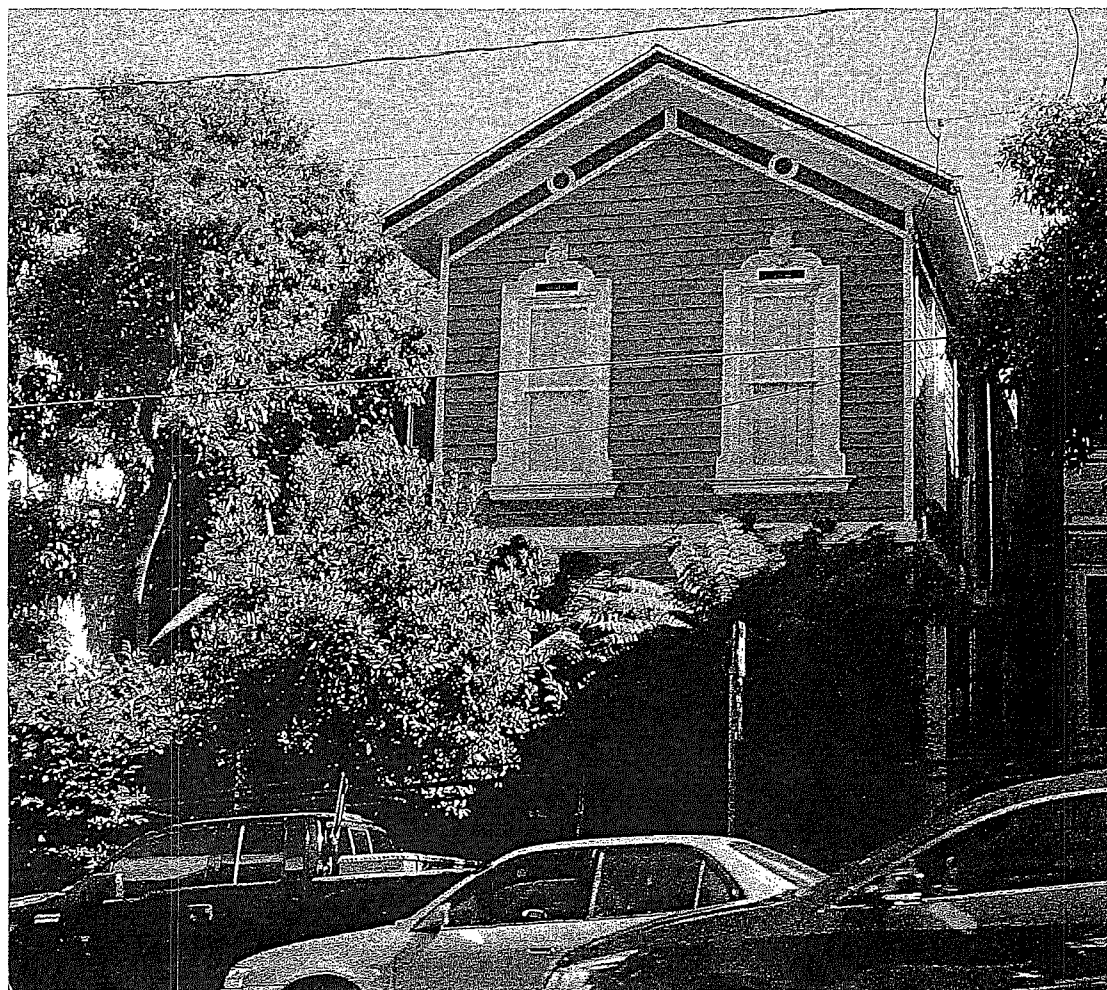




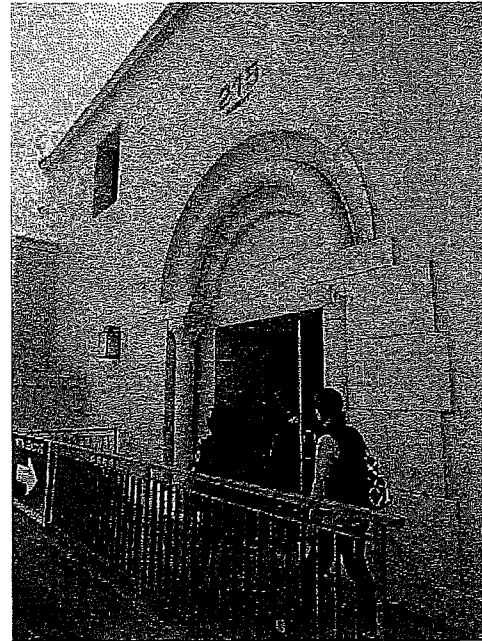
24. 101-105 Steiner Street



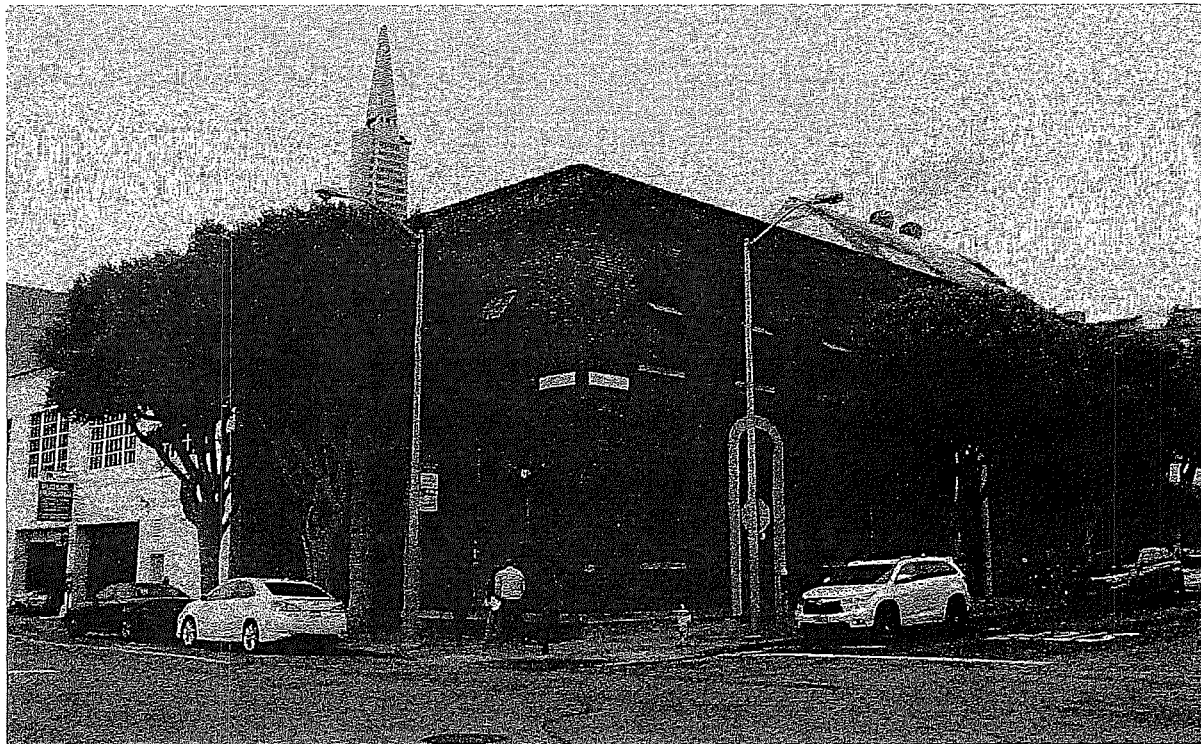
25. 361 Oak Street



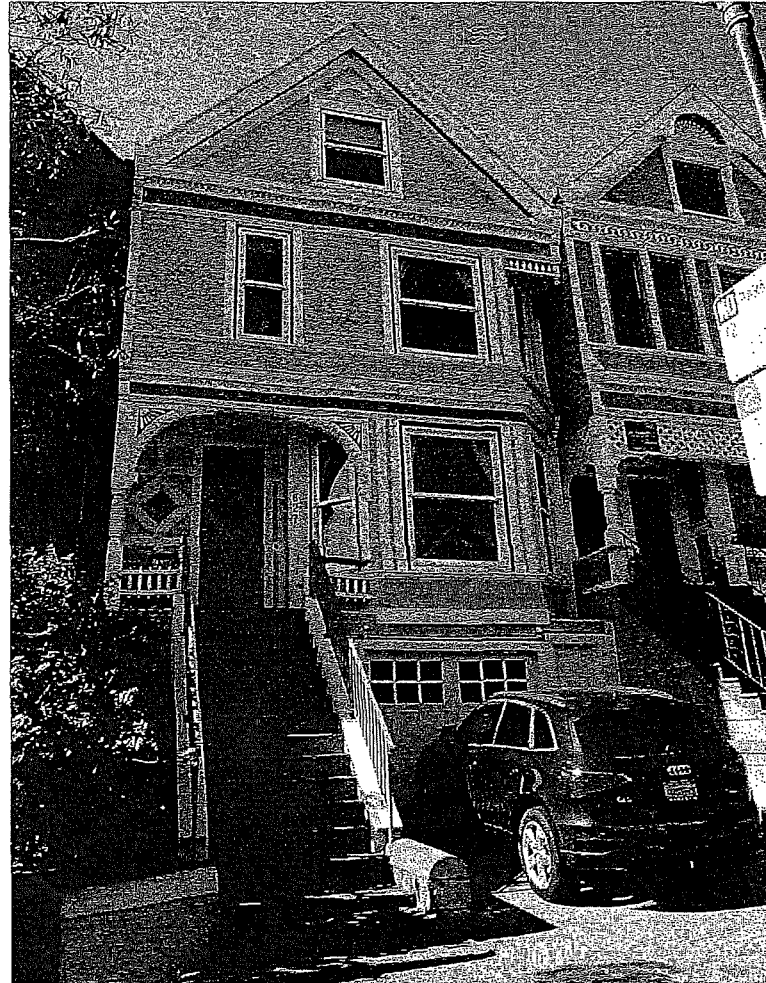
26. 215 & 229 Haight Street (formerly 55 Laguna)



27. 101 Vallejo Street



28. 627 Waller Street

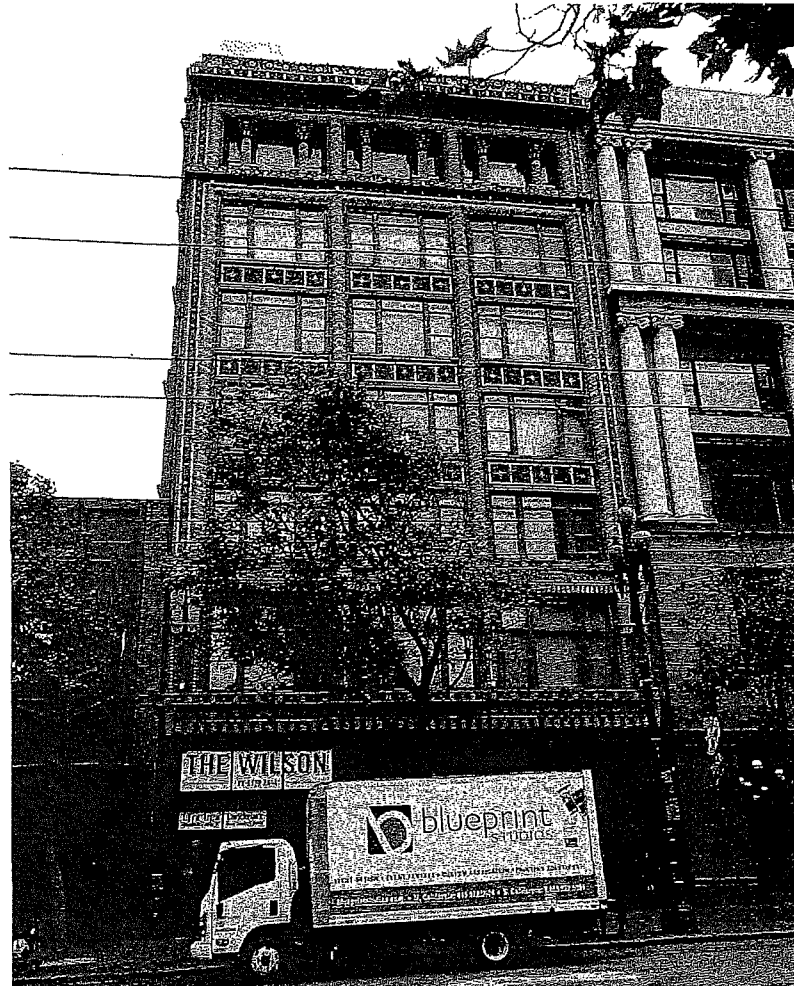




29. 940 Grove Street

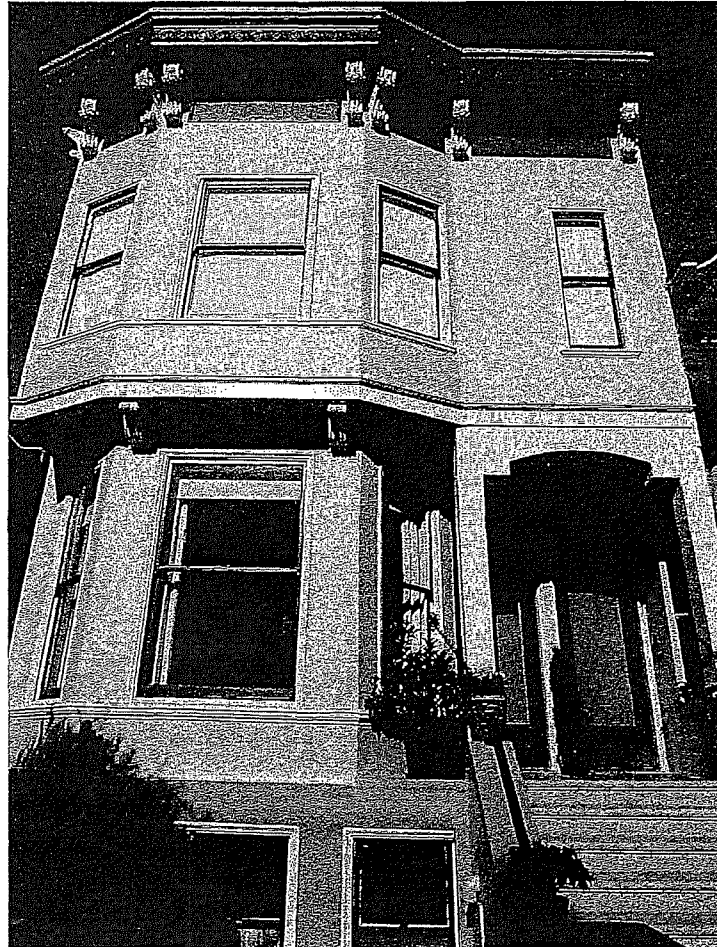


30. 973 Market Street





31. 60-62 Carmelita Street



# Active Mills Act Historical Property Contracts



SAN FRANCISCO  
PLANNING DEPARTMENT



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2017-K559251-00**

Friday, DEC 22, 2017 08:42:42  
Ttl Pd \$54.00 Rcpt # 0005735820  
□ j1/JL/1-14

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

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
215 and 229 Haight 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 Alta Laguna, LLC ("Owners").

**RECITALS**

Owners are the owners of the property located at 215 and 229 Haight Street, in San Francisco, California (Block 0857, Lot 002). The building located at 215 and 229 Haight Street is designated as San Francisco Landmark Nos. 257 and 258 pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost twenty-five thousand dollars (\$25,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately nineteen thousand dollars (\$19,000.00) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

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

(d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;

(e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;

(f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or

(g) Owners' failure to comply with any other provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By: Rachel Guker (signature)  
Rachel Guker (name), Assessor-Recorder

DATE: 12-21-17

By: John Pata (signature)  
JOHN PATA (name), Director of Planning

DATE: 12-19-17

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: Andrea Ruiz-Edwards (signature)  
ANDREA RUIZ-EDWARDS (name), Deputy City Attorney

DATE: Dec. 19, 2017

ALTA LAGUNA LLC, OWNERS

By: Brian Pianca (signature)  
Brian Pianca (name), Vice President

DATE: Dec. 21, 2017  
(title), Owner

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

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

**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 Marin )

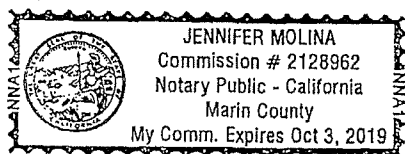
On Dec 21, 2017 before me, Jennifer Molina, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Brian Pianca  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten 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: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

EXHIBIT A: REHABILITATION/RESTORATION PLAN

Scope: 14	Building Feature: Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$50,000	
Description of work:	
Work included removal and salvage of the clay tile roofs for reinstallation following installation of waterproof membrane.	

Scope: 24	Building Feature: Roof/Drainage System
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$15,000	
Description of work:	
Work included replacement of deteriorated metal gutters and downspouts to match existing original.	

Scope: 34	Building Feature: Exterior Walls
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$75,000	
Description of work:	
Work included repair of structural cracks at concrete walls (exterior building walls and lightwells).	

Scope: 44	Building Feature: Exterior Walls
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$75,000	
Description of work:	
Work included repair of deteriorated areas of cement plaster (cracks, spalls, and delamination) at exterior building walls and lightwells.	

Scope: 54	Building Feature: Exterior Walls
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$40,000	
Description of work:	
Work included painting of exterior cement plaster.	

Scope #6	Building Feature: Wood Windows
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$60,000	
Description of work:	
Work included rehabilitation of historic wood windows.	

Scope #7	Building Feature: Wood Windows
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$100,000	
Description of work:	
Work included replacement of wood windows to match original where previously removed (courtyard south face of Woods Hall and reintroduction of window at upper floor south end of Buchanan Street).	

Scope #8	Building Feature: Metal Windows
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$125,000	
Description of work:	
Work included replacement of non-historic courtyard windows at Annex with metal windows matching original wood window lite pattern.	

Scope #9	Building Feature: Metal Windows
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$50,000	
Description of work:	
Work included restoration of metal windows (at Woods Hall main entry, bay/oriel window at Annex, and various steel windows at the lower levels of the Annex).	

Scope #10	Building Feature: Steel Windows
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$3,000	
Description of work:	
Work included replacement of (1) non-historic window with new steel window matching original as closely as possible at lowest courtyard (south elevation) level.	

Scope #11	Building Feature	Ornamental Metalwork & Light Fixtures
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016		
Total Cost: \$10,000		
Description of work:		
Work included restoration and painting of exterior ornamental metal light fixtures and metalwork at Woods Hall entry (Buchanan and Haight entry).		

Scope #12	Building Feature	Exterior Light Fixtures
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016		
Total Cost: \$3,000		
Description of work:		
Work included replacement of stolen exterior lantern fixtures at Haight Street Annex entry with new fixtures similar to original.		

Scope #14	Building Feature	Exterior Sacred Palm Tree
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016		
Total Cost: \$40,000		
Description of work:		
Work included moving of Sacred Palm to nearby location to preserve contributing landscape feature.		

Scope #15	Building Feature	Interior Walls and Stairs
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016		
Total Cost: \$40,000		
Description of work:		
Work included repair of plaster and repainting at historic contributing corridors and stairways.		

Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$3,000			
Description of work:			
Work included cleaning of tile and marble drinking fountains at historic corridors.			

Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$45,000			
Description of work:			
Work included seismic bracing at back side of hollow clay tile walls in Woods Hall lobby to stabilize and preserve overpainted Gerrity Mural in-place.			

Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$30,000			
Description of work:			
Work included stabilization/repair of delaminated areas of canvas at overpainted Gerrity Mural and repainting at overpaint with appropriate paint to prevent damage to mural.			

Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028			
Total Cost: \$25,000			
Description of work:			
<u>Ruben Kadish Mural</u>			
Conservator to clean including removal of graffiti, stabilize, and repair Ruben Kadish mural.			

EXHIBIT B: MAINTENANCE PLAN

Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$3,000			
Description of work:			
<u>Exterior Cement Plaster Walls</u>			
Perform visual observation of cement plaster annually for signs of deterioration. Repair as needed.			

Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$2,000			
Description of work:			
<u>Gutters and Downspouts</u>			
Clean gutters and downspouts of debris annually. Inspect for signs of deterioration and repair as needed.			

Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$1,000			
Description of work:			
<u>Exterior Lightwells</u>			
Clean lightwells of debris annually and as needed. Clean drains.			

Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$3,000			
Description of work:			
<u>Wood and Metal Windows</u>			
Perform visual observation of wood and metal windows annually for signs of rust or deterioration. Repair and paint as needed.			



Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$5,000			
Description of work:			
<u>Tile Roofs</u> Perform visual observation of tile roofs annually for signs of deterioration. Repair as needed.			

Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2018 and annually thereafter.			
Total Cost: \$5,000			
Description of work:			
Inspection and pruning as necessary of Sacred Palm Tree by licensed arborist.			

Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026 and every 10 years			
Total Cost: \$40,000			
Description of work:			
<u>Exterior Cement Plaster Walls</u> Prepare, prime, and repaint cement plaster. Repair as needed.			

Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026 and every 10 years			
Total Cost: \$10,000			
Description of work:			
<u>Gutter and Downspouts</u> Prepare, prime, and repaint metal gutters and downspouts. Repair as needed.			

Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026 and every 10 years			
Total Cost: \$30,000			
Description of work:			
<u>Wood and Metal Windows</u> Prepare, prime, and repaint wood and metal windows. Repair as needed.			

**Exhibit "A"**

**Legal Description**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL A AND PARCEL D AS SHOWN ON FINAL PARCEL MAP NO. 7092, FILED JULY 17, 2013 IN BOOK 48 OF PARCEL MAPS, AT PAGES 140-144 INCLUSIVE, SAN FRANCISCO COUNTY RECORDS.

Block 0857 Lots 2 and 5 (formerly Block 0857 Lots 001 and 001A and a portion of Block 0870 Lots 001, 002 and 003)

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

September 10, 2018

File No. 180869

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

Dear Ms. Gibson:

On September 4, 2018, Supervisor Peskin introduced the following legislation:

**File No. 180869**

**Resolution regarding non-renewal of a Mills Act historical property contract with Alta Laguna, LLC, the owner of 215 & 229 Haight Street (Assessor's Parcel Block No. 0857, Lot No. 002), 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.**

This legislation is being transmitted to you for environmental review. The file is tentatively scheduled for Government Audit and Oversight Committee consideration on September 19, 2018.

Angela Calvillo, Clerk of the Board

By: John Carroll, Assistant Clerk  
Government Audit and Oversight Committee

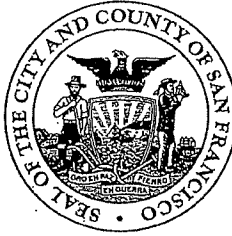
Attachment

c: Devyani Jain, Deputy Environmental Review Officer  
Joy Navarrete, Environmental Planner  
Laura Lynch, Environmental Planner

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  
9/13/2018

BOARD of SUPERVISORS



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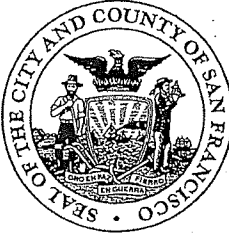
Angela Calvillo, Clerk of the Board

By: John Carroll, Assistant Clerk  
Government Audit and Oversight Committee

Attachment

c: Devyani Jain, Deputy Environmental Review Officer  
Joy Navarrete, Environmental Planner  
Laura Lynch, Environmental Planner

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  
Jonas Ionin, Commission Secretary, Historic Preservation Commission  
Carmen Chu, Assessor-Recorder

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight  
Committee, Board of Supervisors

DATE: September 10, 2018

SUBJECT: LEGISLATION INTRODUCED

---

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Peskin on September 4, 2018:

**File No. 180869**

**Resolution regarding non-renewal of a Mills Act historical property contract with Alta Laguna, LLC, the owner of 215 & 229 Haight Street (Assessor's Parcel Block No. 0857, Lot No. 002), 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.**

If you have any 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  
Devyani Jain, Planning Department  
AnMarie Rodgers, Planning Department  
Tim Frye, Planning Department  
Joy Navarrete, Planning Department  
Georgia Powell, Planning Department  
Andrea Ruiz-Esquide, Deputy City Attorney  
Nicole Agbayani, Office of the Assessor-Recorder

**Introduction Form**

By a Member of the Board of Supervisors or Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO2013 SEP -4 PM 4:56  
or meeting date

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 [ ] inquiries"
- ☐ 5. City Attorney Request.
- ☐ 6. Call File No. [ ] from Committee.
- ☐ 7. Budget Analyst request (attached written motion).
- ☐ 8. Substitute Legislation File No. [ ]
- ☐ 9. Reactivate File No. [ ]
- ☐ 10. Topic 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 the Imperative Form.**

Sponsor(s):

Supervisor Peskin

Subject:

[Non-Renewal of a Mills Act Historical Property Contract - 215 &amp; 229 Haight Street]

The text is listed:

Resolution under Chapter 71 of the San Francisco Administrative Code, regarding non-renewal of a Mills Act historical property contract with Alta Laguna, LLC, the owner of 215 & 229 Haight Street (Assessor's Block No. 0857, Lot No. 002); 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.

Signature of Sponsoring Supervisor: [ ]

For Clerk's Use Only