



# AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: December 17, 2019

Agenda Item 7B

Approvals:

City Manager [Signature]

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

**Department:** Community Development/Planning Division  
**Prepared By:** David Carrillo, Assistant Planner

**Subject:** HISTORIC PROPERTY PRESERVATION AGREEMENT 19-216, McCHURCH RESIDENCE MILLS ACT CONTRACT, LOCATED AT 233 AVENIDA ROSA

**Fiscal Impact:** Execution of the Historic Property Preservation Agreement may result in minimal reductions in property tax revenues to the City.

**Summary:** Staff recommends the City Council (Council) approve a Historic Property Preservation Agreement (HPPA) for a historic residence located at 233 Avenida Rosa. The HPPA provides a property tax reduction incentive to owners of historic properties to restore, improve, and preserve their buildings and grounds. Attachment 2 provides background information on the Mills Act program.

**Background:** The subject property was developed in 1927 and includes a 1,020 square-foot residence and a detached 216 square-foot garage on a 4,455 square-foot lot. The architect and builder is unknown. The site is in the Residential Medium Zone within the Coastal Zone Overlay District (RM-CZ). Photographs of the residence are provided as Attachment 4.

In 1995, the property was included in a Historic Resources Survey prepared by Leslie Heumann & Associates, which concluded the property was in good condition. In 2006, the Historic Resources Group resurveyed the property and created a "Continuation Sheet" to supplement the property's 1995 Historic Resources Survey form, or Department of Parks and Recreation (DPR) form. The "Continuation Sheet" stated no substantial changes were done since 1995 and identified the structure as a contributor to a potential local historic district under Criterion A for its association with the Ole Hanson/Spanish Village by the Sea period of development. The 1995 and 2006 Department of Parks and Recreation historic property description (DPR) forms describing the residence's significance and character defining features are provided as Attachment 3.

Records indicate two building permits were issued. However, the permitted work did not impact the front elevation and is not visible from the street. Most notably, an attached rear porch was enclosed in 1952 with white stucco walls, wood windows, and an asphalt shingle shed roof.

**Discussion:** Staff visited the subject property with an architectural historian, Audrey von Ahrens of GPA Consulting to evaluate the integrity and condition of the historic resource and

developed a list of prioritized work for rehabilitation and maintenance of the historic resource outlined below within the initial ten year term of the agreement.

Complete by end of 2020

1. Provide a termite / wood destroying organism (WDO) report indicating a termite free condition or take recommended actions within the report if pests are present. Property owner should inspect annually for termite damage, as well as weather or other damage and make related repairs in kind as needed.
2. Remove the deteriorated side yard fence and gate located on the east side of the home.

*The fence/gate is in great disrepair and presents negative visual impacts on the historic resource. If the fence/gate is replaced, the design should be compatible with the historic character of the house.*

Complete by end of 2023

3. Engage a qualified structural engineer experienced in working with historic properties to properly execute seismic retrofitting and foundation bolting.

*The work should avoid causing damage to the historic fabric and visually impacting the historic building.*

4. Engage the services of a structural engineer to investigate stability of overhang.

*Primary entry porch with existing extended eave overhang appears to be altered with small porch support removed. It is unclear if porch support was original or added later. If installation of porch support is recommended, design should be compatible with the historic character of the house.*

5. Engage the services of a landscape professional to inspect the planter box located at the rear entrance and determine if a drainage system is required. A drainage system shall be installed if it is determined that such system does not exist.

*Signs of drainage were not visible. Lack of drainage may lead to foundation issues on the home.*

Complete by end of 2025

6. Engage the services of a specialist to investigate previously completed roof work and make corrections as needed.

*Some clay tiles around roof perimeter appear loose and asphalt lining beneath clay tiles is exposed. Previously completed work appears to have been done poorly. Any broken damaged clay tiles should be individually replaced in kind.*

7. Where missing, install appropriate gutters around roof perimeter.

*Downspouts should strategically be installed to ensure that water is properly diverted away from the building.*

8. Prepare a comprehensive landscape and hardscape plan, documenting existing conditions as well as plans for proposed work, and submit to the City.

Complete by end of 2029

9. Replace incompatible vinyl window on northeast (side) elevation with compatible wood, single-light window within original opening and wood frame.

*Design of new windows should reference extant original windows on house as inspiration.*

10. Replace asphalt shingle tiles of shed roof of rear addition with compatible red clay tile shingles to match the rest of the house.

11. Gently scrape paint, sand and repair any damaged wood windows and carefully repaint, and reseal/weatherproof as needed.

*Wood windows all appear original or are compatible replacements and should be retained. Paint is peeling on some wood windows and frames. Paint and putty should not bleed onto glazing.*

12. Gently remove stucco from decorative gable end vents and restore original metal finish.

13. Carefully repair or replace in-kind damaged and deteriorating stucco as needed. Patch repair cracks using stucco to match existing.

The HPPA was reviewed by the Design Review Subcommittee (DRSC), which serves as the Cultural Heritage Subcommittee, on October 23, 2019 (attachment 6) and they supported the HPPA request with minor amendments. Foundation-related tasks for the primary, habitable building were scheduled earlier to ensure a healthy structural system. Additionally, staff added tasks #2 and #5 to the work list to further preserve the residence. The property owner would need to apply for and receive applicable permits at the time work is proposed consistent with HPPA requirements and Secretary of the Interior Standards for the Treatment of Historic Properties (Exhibit B of Attachment 1).

If approved by Council, the HPPA will be executed after the owner submits the required \$353 filing fee. The executed HPPA will then be recorded with the County and forwarded to the Tax Assessor. The estimated tax savings will range from \$5,300 to \$9,200 per year. The exact amount of the reduction will only be known after the County Tax Assessor completes a valuation for the property in 2020 based on the executed Agreement.

**Recommended**

**Action:** STAFF RECOMMENDS THAT the City Council adopt Resolution No. \_\_\_\_\_ entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING HISTORIC PROPERTY PRESERVATION AGREEMENT 19-216 FOR THE PROPERTY LOCATED AT 233 AVENIDA ROSA

- Attachments:**
- Attachment 1 Resolution
  - Exhibit 1 HPPA 19-216
  - Exhibit A Historic Property Legal Description
  - Exhibit B Secretary of the Interior's Standards for the Treatment of Historic Properties
  - Exhibit C City of San Clemente Historic Property Minimum Maintenance Standards
  - Exhibit D Historic Property Improvements to be completed
  - Attachment 2 Mills Act Background Information
  - Attachment 3 1995 and 2006 DPR Forms
  - Attachment 4 Site Photographs
  - Attachment 5 Annotated Photographs of Rehabilitation Items
  - Attachment 6 Cultural Heritage Subcommittee October 23, 2019 Meeting Report and Minutes
  - Attachment 7 City Council Presentation

**Notification:** All of the property owners within 300 feet and the Historical Society have been notified of the project

# ATTACHMENT 1

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING HISTORIC PROPERTY PRESERVATION AGREEMENT 19-216 FOR THE PROPERTY LOCATED AT 233 AVENIDA ROSA

WHEREAS, the City Council of the City of San Clemente adopted Ordinance 1194, which in Section 3, establishes procedures for property owners of designated historically significant structures to voluntarily enter into Historic Property Preservation Agreements in order to apply to receive property tax reductions as an incentive for historic preservation; and

WHEREAS, on June 13, 2019, an application was submitted by Aimee McChurch, 233 Avenida Rosa, San Clemente, CA 92672, the owner of a designated historically significant structure, to enter into an Historic Property Preservation Agreement (HPPA) for the property located at 233 Avenida Rosa, the legal description being Lot 16, Block 20 of Tract 779, in the City Of San Clemente, with Assessor's Parcel Number 058-102-16; and

WHEREAS, on October 23, 2019, the Design Review Subcommittee, which serves as the Cultural Heritage Subcommittee of the Planning Commission, reviewed the application and recommended approval of HPPA 19-216 with restoration improvement conditions; and

WHEREAS, on December 17, 2019, the City Council held a duly noticed public hearing, and considered testimony of City staff, the applicant and property owner, and other interested parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby approves HPPA 19-216, attached hereto and incorporated herein by reference as Exhibit 1, and authorizes the Mayor to execute, and the City Clerk to record, the HPPA for the property at 233 Avenida Rosa, after the required application fee has been submitted to the City by the property owner.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
City Clerk of the City of  
San Clemente, California

\_\_\_\_\_  
Mayor of the City of San  
Clemente, California

STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     ) §  
CITY OF SAN CLEMENTE   )

I, JOANNE BAADE, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted at a regular meeting of the City Council of the City of San Clemente held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

Approved as to form:

\_\_\_\_\_  
City Attorney

Recording Requested by, and  
when Recorded Mail to:

**EXHIBIT 1**

City Clerk  
City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92672

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This Agreement is recorded for the benefit of the City of San Clemente and is exempt from the payment of recording fees pursuant to Government Code Sections 6103 and 27383.

### HISTORIC PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2019, by and between the City of San Clemente ("City"), a municipal corporation of the State of California, and Aimee McChurch ("Owner").

### RECITALS

WHEREAS, the owners possess fee title in and to that certain qualified real property, together with associated structures and improvements thereon, located on Assessor's Parcel Numbers 058-102-16, located at 233 Avenida Rosa, San Clemente, California 92672, more specifically described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Historic Property is a qualified historic property in that it is privately owned property which is not exempt from property taxation and is listed in the City's Designated Historic Resources List, which is the City's official register of historically significant sites adopted October 2, 2007 by Resolution 07-72 of the San Clemente City Council, as amended; and

WHEREAS, both City and Owner desire to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code; and

WHEREAS, both City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property through the incentive of a potential property tax reduction; and

WHEREAS, Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to provisions of the aforementioned California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

## AGREEMENT

NOW, THEREFORE, both Owner and City, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT SUBJECT TO GOVERNMENT CODE SECTIONS 50280-50290. This agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of those statutes.

2. REASSESSMENT OF VALUATION. The determination of property valuation pursuant to Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code, is in the sole discretion of the Orange County Tax Assessor's Office. City makes no representations regarding the actual tax savings any person may realize by entering into this Agreement.

3. PRESERVATION OF PROPERTY. Owner agrees to preserve and maintain the Historic Property and its character-defining features, as provided below. Character-defining features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roof line and other aspects of the appearance of the exterior of the property. The Secretary of the Interior's Standards for the Treatment of Historic Properties and minimum maintenance standards, attached hereto and incorporated herein by reference as Exhibit "B," shall constitute the minimum standards and conditions for maintenance, use, and preservation of the Historic Property, and shall apply to the property throughout the term of this Agreement. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, the City of San Clemente Design Guidelines and in accordance with the attached schedule of improvements, attached hereto and incorporated herein by reference as Exhibit "B".

4. BUILDING CHANGES. All building changes shall comply with applicable City specific plans, City regulations and guidelines, and with the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards for Rehabilitation and Standards and Guidelines for Historic Preservation Projects.

5. NOTIFICATION OF DIRECTOR. The Community Development Director shall be notified by the Owner of changes to character-defining exterior features prior to their execution, such as major landscaping projects and tree removals, exterior door or window replacement, exterior repainting, remodeling, or other exterior alterations requiring a building permit. The Owner agrees to secure all necessary City approvals and/or permits prior to changing the building's exterior appearance or use, or prior to commencing construction work.



6. PROHIBITED. The following are prohibited: demolition or partial demolition of the historic building or accessory buildings without prior City approval; exterior alterations or additions not in keeping with the standards listed above; dilapidated, deteriorating or unrepaired structures such as fences, roofs, doors, walls, windows; outdoor storage of junk, trash, debris, appliances, or furniture visible from a public way; or any device, decoration, structure or vegetation which is unsightly due to lack of maintenance or because such feature adversely affects, or is visually incompatible with, the property's recognized historic character, significance and design, as determined by the Community Development Director.

7. INSPECTIONS. Owner agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization and City as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. After five years and every five years thereafter, the City shall inspect the property to determine the owner's continued compliance with the agreement.

8. PAYMENT OF FEE. As a condition of executing the contract, Owner shall pay City a fee as provided in the City's current Planning Fee Schedule, after City Council approval of the Agreement, which fee does not exceed the reasonable cost of administering City's historical preservation program. Said fee shall be made payable to the City of San Clemente and shall be remitted to the Planning Division prior to the Agreement being executed by City.

9. TERM. The term of this Agreement shall be from December 17, 2019, to and including December 17, 2029.

10. AUTOMATIC RENEWAL. On each yearly anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), one year shall be added automatically to the initial term of this Agreement unless notice of non-renewal is given as provided in this Agreement.

11. NOTICE OF NONRENEWAL. If in any year either the Owner or City desires not to renew this Agreement, that party shall serve written notice of nonrenewal on the other party in advance of the annual renewal date. Unless the notice is served by Owner to City at least 90 days, or by City to Owner at least 60 days, prior to the renewal date, one year shall automatically be added to the term of the Agreement. Within 15 days of receipt by Owner of a notice of nonrenewal, Owner may make a written appeal of non-renewal. Such appeal shall include, but is not limited to, a statement of the grounds on which the appeal is based. Upon receipt of such an appeal, the City Clerk shall set a hearing before the City Council prior to the annual renewal date of this Agreement, or following the renewal date at the earliest date such hearing can reasonably be held. Owner may furnish the City Council with any information which the Owner deems relevant, and shall furnish the City Council with any information it may require. At any time prior to the renewal date, City may withdraw its notice of nonrenewal.

12. EFFECT OF NOTICE NOT TO RENEW. If in any year either party serves notice of intent not to renew this Agreement, this Agreement shall remain in effect for the balance of the period since the original execution, or the last renewal of the Agreement, as the case may be. Thereafter, this Agreement shall terminate.

13. FURNISHING OF INFORMATION. Owner shall furnish City with any information City shall require in order to enable City to determine eligibility of the property to be classified as a qualified Historic Property.

14. ENFORCEMENT OF AGREEMENT. In lieu of, and/or in addition to, any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement of violations of this Agreement. If such violation(s) is not corrected to the reasonable satisfaction of the City within thirty (30) days after the date of the notice of violation, or within such reasonable time as may be required to cure the breach or default [provided that acts to cure the breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion], then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, including, but not limited to, bringing an action for injunctive relief against the Owner or for such other relief as may be appropriate.

The City has the option to either cancel the contract or bring action in court to enforce the contract, if the city determines that the owner has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. As an alternative to canceling the contract, a landowner that is a party to the contract may bring any action in court necessary to enforce the contract.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City or any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default thereunder.

15. CANCELLATION. City may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of this Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the property in the manner specified in this Agreement.

16. NOTICE OF CANCELLATION. This Agreement cannot be canceled until after City has given notice and has held a public hearing as required by Government Code Section 50284. Notice of the hearing shall be mailed to the last known address of each owner of property on the City's Designated Historic Structures List and shall be published in accordance with Government Code section 6061. Cancellation shall be effective on the date of Council adoption of a resolution cancelling the Agreement.

17. CANCELLATION FEE. If City cancels this Agreement in accordance with Sections 15 and 16 above, Owner shall pay a cancellation fee of twelve and one-half percent (12½%) of the full value of the property at the time of cancellation. The full value

shall be determined by the County Assessor without regard to any restriction on the property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Controller at such time and in such manner as the Controller shall prescribe in accordance with State law.

18. NOTICES. All notices required by or provided for in the Agreement shall be given in writing and may be mailed or delivered in person at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

To City: City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92672  
Attention: City Manager

To Owner: Aimee McChurch  
233 Avenida Rosa  
San Clemente, CA 92672

Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

19. NO COMPENSATION. Owner shall not receive any payment from City in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived from the preservation and maintenance of historic resources and the right to reassessment under State law.

20. REMEDY IF AGREEMENT HELD NOT ENFORCEABLE. In the event it is finally determined this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, then this Agreement shall be null and void and without further effect and the property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to this Agreement.

21. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties hereto to be considered joint ventures or members of any joint enterprise.

22. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify and shall hold harmless the City and its elected officials, officers, agents and employees from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions

for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

23. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and shall inure to the benefit of all successors in interest of the Owner. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who entered into this Agreement.

24. RECORDATION. No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

25. AMENDMENTS. This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto.

26. COMPLIANCE WITH APPLICABLE LAWS. During the term of this Agreement, Owner shall maintain and use the Historic Property in compliance with all applicable State and local statutes, ordinances, regulations and official policies; provided that, except as specifically set forth in Paragraph 3, nothing in this Agreement shall be deemed to require Owner to waive any vested rights or rights to continue to maintain a legally non-conforming structure or use existing as of the date of this Agreement.

IN WITNESS WHEREOF, the parties to this contract have caused their names to be affixed hereto on the day and year first written above.

City of San Clemente

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Property Owner

**EXHIBIT A**

**HISTORIC PROPERTY LEGAL DESCRIPTION**

Lot 16, Block 20 of Tract 779, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 058 PAGE 10 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT B**

**SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT  
OF HISTORIC PROPERTIES**

***Rehabilitation (making possible a compatible use for a property through repair, alterations and additions while preserving portions/features that convey its historical, cultural or architectural values)***

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

***Preservation (applying measures necessary to sustain the existing form, integrity and materials)***

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

***Restoration (accurately depicting the form, features, and character of a property as it appeared at a particular period of time)***

1. A property will be used as it was historically or be given a new use that interprets the property and its restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

***Reconstruction (depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object at a specific time period in its historic location)***

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
3. Reconstruction will include measures to preserve any remaining historic materials, features and spatial relationships.
4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.
5. A reconstruction will be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically will not be constructed.

**CITY OF SAN CLEMENTE HISTORIC PROPERTY**  
**MINIMUM MAINTENANCE STANDARDS**

All buildings, structures, yards and other improvements shall be maintained in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:

1. Dilapidated, deteriorating, or un-repaired structures, such as: fences, roofs, doors, walls and windows.
2. Publicly visible storage of scrap lumber, junk, trash or debris.
3. Publicly visible storage of abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers or similar items.
4. Stagnant water or excavations, including pools or spas.
5. Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.



**HISTORIC PROPERTY IMPROVEMENTS TO BE COMPLETED**

Historic property improvements due prior to and up to the date of sale or transfer of the property shall be completed prior to sale or transfer of the property.

Complete by end of 2020

1. Provide a termite / wood destroying organism (WDO) report indicating a termite free condition or take recommended actions within the report if pests are present. Property owner should inspect annually for termite damage, as well as weather or other damage and make related repairs in kind as needed.
2. Remove the deteriorated side yard fence and gate located on the east side of the home.

*The fence/gate is in great disrepair and presents negative visual impacts on the historic resource. If the fence/gate is replaced, the design should be compatible with the historic character of the house.*

Complete by end of 2023

3. Engage a qualified structural engineer experienced in working with historic properties to properly execute seismic retrofitting and foundation bolting.

*The work should avoid causing damage to the historic fabric and visually impacting the historic building.*

4. Engage the services of a structural engineer to investigate stability of overhang.

*Primary entry porch with existing extended eave overhang appears to be altered with small porch support removed. It is unclear if porch support was original or added later. If installation of porch support is recommended, design should be compatible with the historic character of the house.*

5. Engage the services of a landscape professional to inspect the planter box located at the rear entrance and determine if a drainage system is required. A drainage system shall be installed if it is determined that such system does not exist.

*Signs of drainage were not visible. Lack of drainage may lead to foundation issues on the home.*

Complete by end of 2025

6. Engage the services of a specialist to instigate previously completed roof work and make corrections as needed.

*Some clay tiles around roof perimeter appear loose and asphalt lining beneath clay tiles is exposed. Previously completed work appears to have been done poorly. Any broken damaged clay tiles should be individually replaced in kind.*

7. Where missing, install appropriate gutters around roof perimeter.

*Downspouts should strategically be installed to ensure that water is properly diverted away from the building.*

8. Prepare a comprehensive landscape and hardscape plan, documenting existing conditions as well as plans for proposed work, and submit to the City.

Complete by end of 2029

9. Replace incompatible vinyl window on northeast (side) elevation with compatible wood, single-light window within original opening and wood frame.

*Design of new windows should reference extant original windows on house as inspiration.*

10. Replace asphalt shingle tiles of shed roof of rear addition with compatible red clay tile shingles to match the rest of the house.

11. Gently scrape paint, sand and repair any damaged wood windows and carefully repaint, and reseal/weatherproof as needed.

*Wood windows all appear original or are compatible replacements and should be retained. Paint is peeling on some wood windows and frames. Paint and putty should not bleed onto glazing.*

12. Gently remove stucco from decorative gable end vents and restore original metal finish.

13. Carefully repair or replace in-kind damaged and deteriorating stucco as needed. Patch repair cracks using stucco to match existing.

### **Purpose of the Mills Act Program**

Economic incentives foster the preservation of residential neighborhoods and the revitalization of downtown commercial districts. The Mills Act is the single most important economic incentive program in California for the restoration and preservation of qualified historic buildings by private property owners.

Enacted in 1972, the Mills Act legislation grants participating local governments (cities and counties) the authority 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.

### **Benefits to Local Governments**

The Mills Act allows local governments to design preservation programs to accommodate specific community needs and priorities for rehabilitating entire neighborhoods, encouraging seismic safety programs, contributing to affordable housing, promoting heritage tourism, or fostering pride of ownership. Local governments have adopted the Mills Act because they recognize the economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community's past.

A formal agreement, generally known as a Mills Act or Historical Property Contract, is executed between the local government and the property owner for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold. Property owners agree to restore, maintain, and protect the property in accordance with specific historic preservation standards and conditions identified in the contract. Periodic inspections by city or county officials ensure proper maintenance of the property. Local authorities may impose penalties for breach of contract or failure to protect the historic property. The contract is binding to all owners during the contract period.

### **Benefits to Owners**

Owners of historic buildings may qualify for property tax relief if they pledge to rehabilitate and maintain the historical and architectural character of their properties for at least a ten-year period. The Mills Act program is especially beneficial for recent buyers of historic properties and for current owners of historic buildings who have made major improvements to their properties.

Mills Act participants may realize substantial property tax savings of between 40% and 60% each year for newly improved or purchased older properties because valuations of Mills Act properties are determined by the Income Approach to Value rather than by the standard Market Approach to Value. The income approach, divided by a capitalization rate, determines the assessed value of the property. In general, the income of an owner-occupied property is based on comparable rents for similar properties in the area, while the income amount on a commercial property is based on actual rent received. Because rental values vary from area to area, actual property savings vary from county to county. In addition, as County Assessors are required to assess all properties annually, Mills Act properties may realize slight increases in property taxes each year.

### **Qualified Historic Property**

A qualified historic property is a property listed on any federal, state, county, or city register, including the National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, State Points of Historical Interest, and locally designated landmarks. Owner-occupied family residences and income-producing commercial properties may qualify for the Mills Act program, subject to local regulations.

### **OHP's Role**

OHP provides technical assistance and guidance to local governments and property owners. OHP maintains a current list of communities participating in the Mills Act program and copies of Mills Act ordinances, resolutions, and contracts that have been adopted. OHP does not participate in the contract negotiations and is not a signatory to the contract.

State of California - The Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
 OFFICE OF HISTORIC PRESERVATION

ATTACHMENT 3

HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

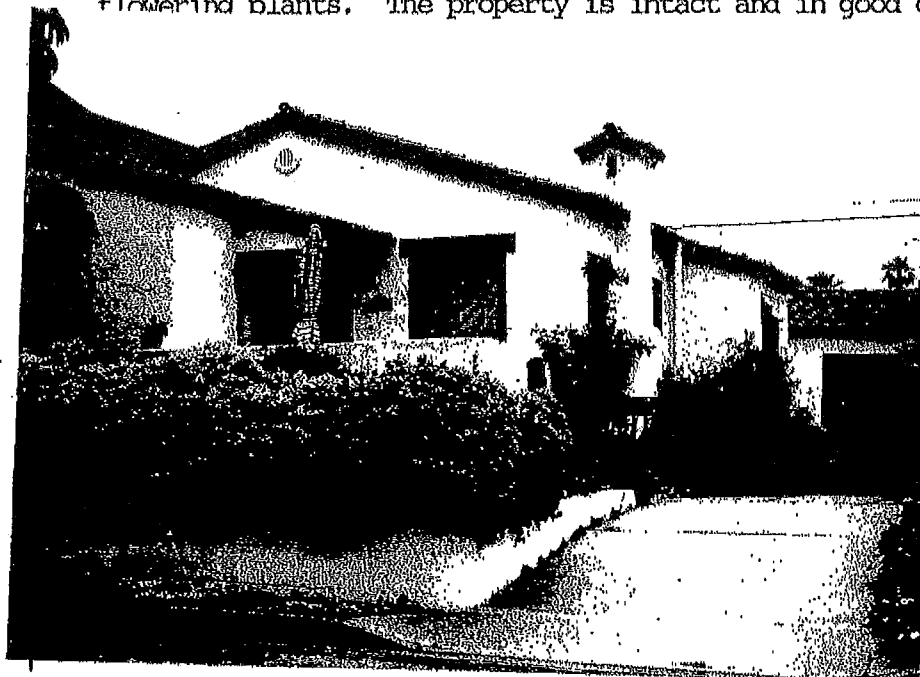
1. Historic name None
2. Common or current name None
3. Number & street 233 Avenida Rosa Cross-corridor \_\_\_\_\_  
 City San Clemente Vicinity only \_\_\_\_\_ Zip 92672 County Orange
4. UTM zone 11 A \_\_\_\_\_ B \_\_\_\_\_ C \_\_\_\_\_ D \_\_\_\_\_
5. Quad map No. \_\_\_\_\_ Parcel No. 058-102-16 Other \_\_\_\_\_

Ser. No. \_\_\_\_\_  
 National Register Status 3D  
 Local Designation \_\_\_\_\_

DESCRIPTION

6. Property category Building If district, number of documented resources \_\_\_\_\_
7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

The floor plan of this one story, Spanish Colonial Revival home steps back from the street in three successive increments to the southwest. Tiled front gable roofs and stuccoed exteriors characterize all parts of the building. Instead of exposed rafters, the walls form a coved eave line. The front wing is located at the northeast corner, and contains a casement window trimmed with a heavy wooden header centered beneath the gable and a circular vent. Another vent appears in the gable face of the rear wing. Extending from the front wall of the front wing, a waist high wall encloses a courtyard. The entry is protected by a tiled continuation of the roof of the front wing. Next to it, another window, this one with a single, fixed sash, is topped by another header. The side (southwest) elevation of this wing is punctuated by an attached chimney which is terminated by a miniature front gable cap. Another continuation of the gable surmounts the rear wing of the house. Behind it, a one story garage is stuccoed, topped by a tiled side gable roof, and entered via double wood and glass doors. In front of the house, a low, stuccoed retaining wall is draped with flowering plants. The property is intact and in good condition.



8. Planning agency City of San Clemente
9. Owner & address Billie L. Larimer  
233 Avenida Rosa  
San Clemente, CA 92672
10. Type of ownership Private
11. Present use Residential
12. Zoning R-3
13. Threats Zoning

Send a copy of this form to: State Office of Historic Preservation, P.O. Box 942896, Sacramento, CA 94296-0001

\*Complete these items for historic preservation compliance projects under Section 106 (36 CFR 800). All items must be completed for historical resources survey information.

**HISTORICAL INFORMATION**

- \*14. Construction date(s) 1927 F Original location Same Date moved \_\_\_\_\_
- 15. Alterations & date No major alterations.
- 16. Architect Unknown Builder Unknown
- 17. Historic attributes (with number from list) 02--Single Family Residence

**SIGNIFICANCE AND EVALUATION**

- 18. Context for evaluation: Theme The Spanish Village Area San Clemente  
 Period 1926-1936 Property type Residences Context formally developed? Yes

\*19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

This one story Spanish style residence is an intact and representative example of residential architecture in "The Spanish Village." As conceived by Ole Hanson, San Clemente was to be improved exclusively with white stucco buildings topped by red clay tile roofs. This house was added to the assessment rolls in 1927, a year earlier than the oldest existing records, so its original owner and builder are unknown. Although its pedigree is anonymous, the house is typical of the interpretation of the Spanish style in San Clemente, with its prominent use of heavy wooden headers over the windows and its incorporation of a picturesque chimney.

Because of its construction during the period of significance, its Spanish Colonial Revival styling, and its integrity, 233 Avenida Rosa contributes to a potential National Register district. It is recommended for retention on the Historical Structures List.

- 20. Sources  
San Clemente Building Permits  
Orange County Tax Assessment Records  
M. Moon, Inventory of San Clemente Historic Places

21. Applicable National Register criteria A

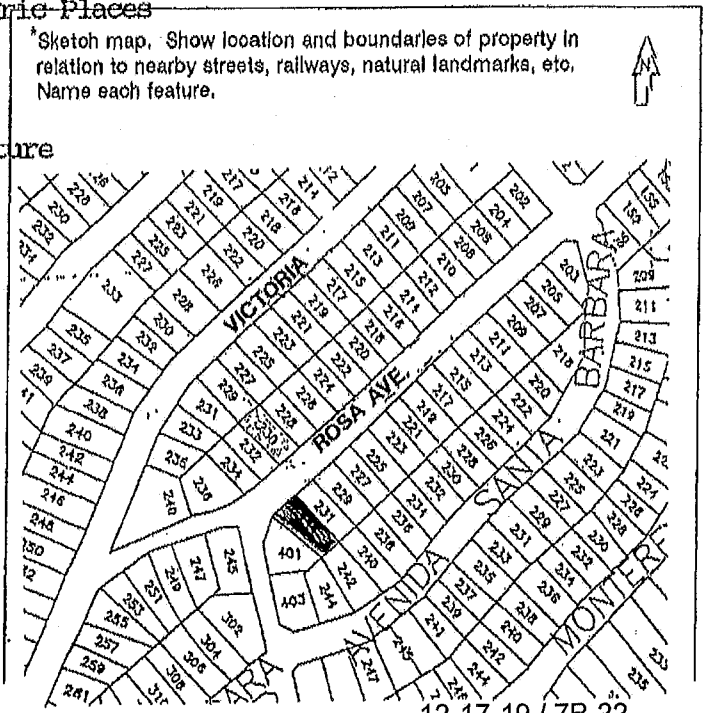
22. Other recognition San Clemente Historical Structure  
 State Landmark No. (if applicable) \_\_\_\_\_

23. Evaluator Leslie Heumann  
 Date of evaluation 1995

24. Survey type Comprehensive

25. Survey name Historic Resources Survey

\*26. Year form prepared 1995  
 By (name) Leslie Heumann & Associates  
 Organization City of San Clemente  
 Address 100 Calle Negocio, Suite 100  
 City & Zip San Clemente 92672  
 Phone (714) 498 2533



# CONTINUATION SHEET

Page 1 of 2

Resource Name or #: 233 AVENIDA ROSA

Recorded by: Historic Resources Group

Date: 9/21/2006

Continuation  Update

PROPERTY NAME Unknown

HISTORIC NAME Unknown

PROPERTY ADDRESS 233 Avenida Rosa

ASSESSOR PARCEL NUMBER 058-102-16

PROPERTY TYPE Single-family residential

OTHER DESCRIPTION

DATE OF CONSTRUCTION 1927 (E) Tax Assessor

---

**INTEGRITY** No substantial changes post-1995 Historic Resources Survey prepared by Leslie Heumann & Associates.

**SIGNIFICANCE** This one-story single family residence was built in 1927. This property is a modest example of the Spanish Colonial Revival style as represented in San Clemente. This property appears eligible as a contributor to a potential National Register district under Criterion A for its association with the Ole Hanson/Spanish Village by the Sea period of development (1925-1936).

**STATUS CODE** 3D

**STATUS** Appears eligible for the National Register as a contributor to a National Register eligible district through survey evaluation. The property also appears eligible at the local level as a contributor to a potential historic district. It is recommended for retention on the Historic Structures List.

**Project** City of San Clemente Historic Resources Survey Update

**Prepared for** City of San Clemente  
910 Calle Negocio, Suite 100  
San Clemente, CA 92673

**Prepared by** Historic Resources Group  
1728 Whitley Avenue  
Hollywood, CA 90028

# CONTINUATION SHEET

Page 2 of 2

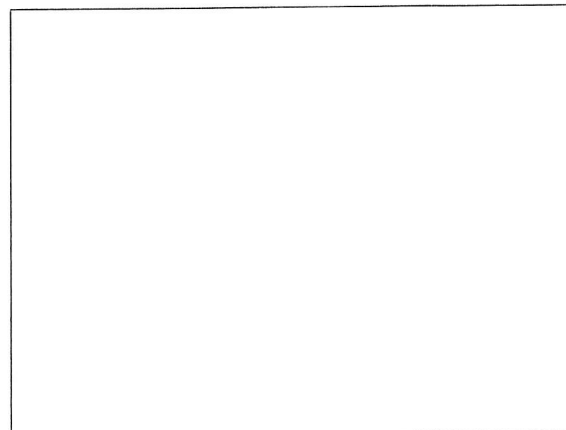
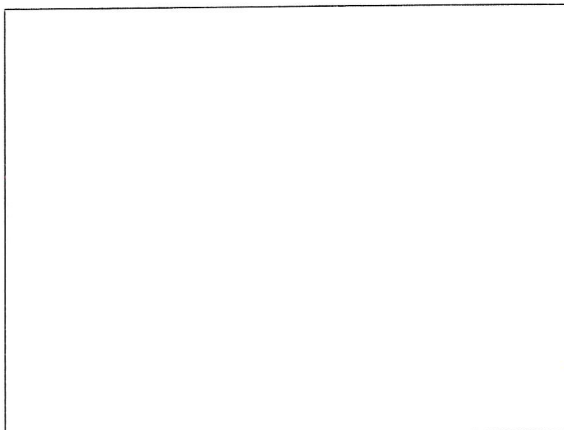
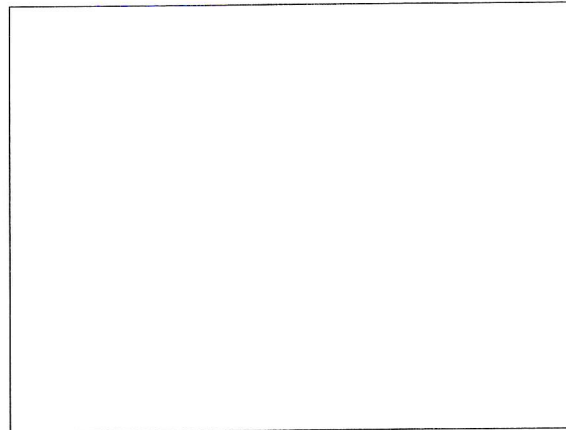
Resource Name or #: 233 AVENIDA ROSA

Recorded by: Historic Resources Group

Date: 9/21/2006

Continuation  Update

## Photographs of the Subject Property:







# 233 AVENIDA ROSA SITE PHOTOGRAPHS





# 233 AVENIDA ROSA SITE PHOTOGRAPHS



## ATTACHMENT 5

# PRIORITIZED WORK LIST

Developed with assistance from GPA consulting

\*Estimated annual tax savings with Mills Act: \$5,300 - \$9,200

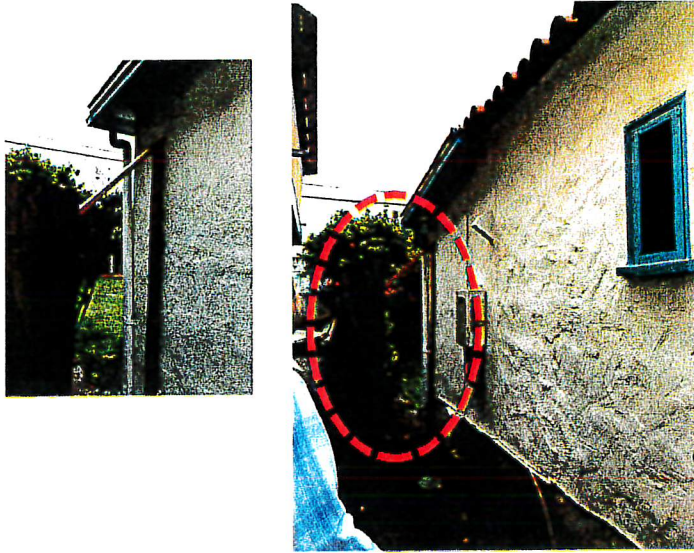
1. Provide a termite / wood destroying organism (WDO) report indicating a termite free condition or take recommended actions within the report if pests are present. Property owner should inspect annually for termite damage, as well as weather or other damage and make related repairs in kind as needed.

Proposed Completion: 2020



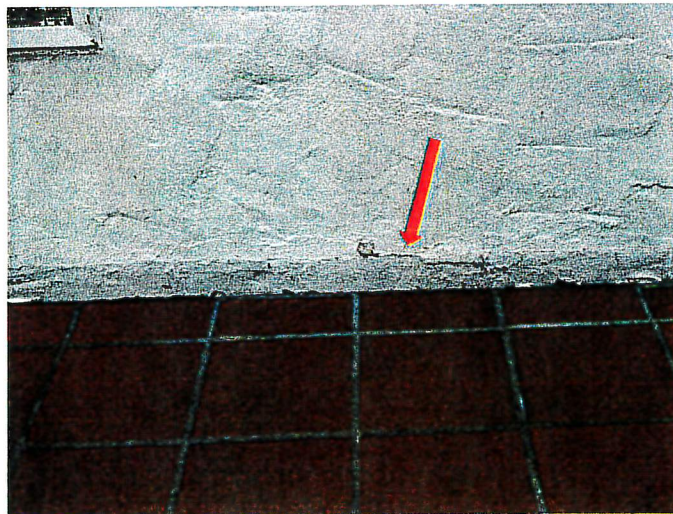
2. Remove the deteriorated side yard fence and gate located on the east side of the home.

Proposed Completion: 2020



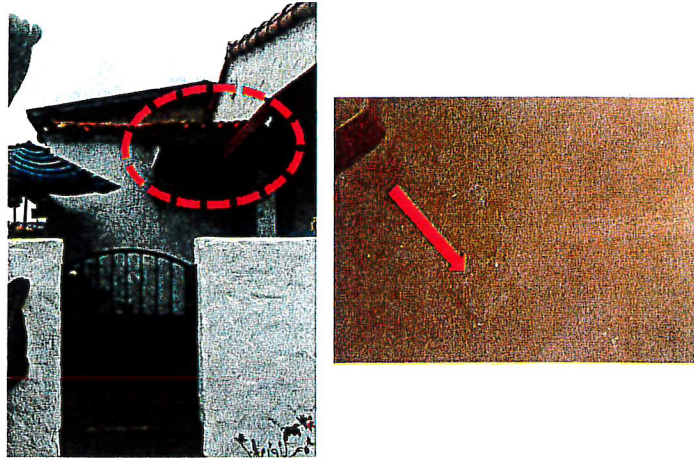
3. Engage a qualified structural engineer experienced in working with historic properties to properly execute seismic retrofitting and foundation bolting.

Proposed Completion: 2023



4. Engage the services of a structural engineer to investigate stability of overhang.

Proposed Completion: 2023



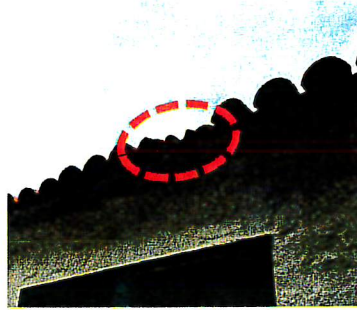
5. Engage the services of a landscape professional to inspect the planter box located at the rear entrance and determine if a drainage system is required. A drainage system shall be installed if it is determined that such system does not exist.

Proposed Completion: 2023



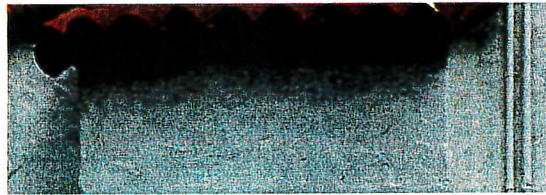
6. Engage the services of a specialist to instigate previously completed roof work and make corrections as needed.

Proposed Completion: 2025



7. Where missing, install appropriate gutters around roof perimeter.

Proposed Completion: 2025



8. Prepare a comprehensive landscape and hardscape plan, documenting existing conditions as well as plans for proposed work, and submit to the City.

**Proposed Completion: 2025**



\* This photograph does not specifically demonstrate the work list item to address.

9. Replace incompatible vinyl window on northeast (side) elevation with compatible wood, single-light window within original opening and wood frame.

**Proposed Completion: 2029**



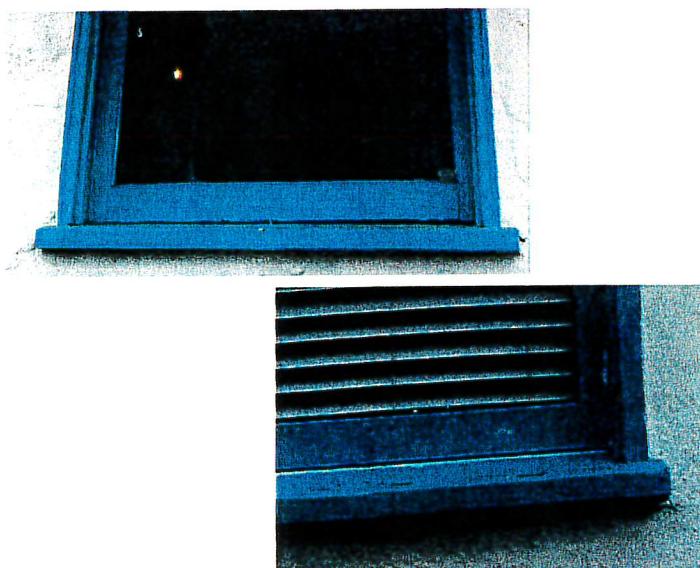
10. Replace asphalt shingle tiles of shed roof of rear addition with compatible red clay tile shingles to match the rest of the house.

Proposed Completion: 2029



11. Gently scrape paint, sand and repair any damaged wood windows and carefully repaint, and reseal/weatherproof as needed.

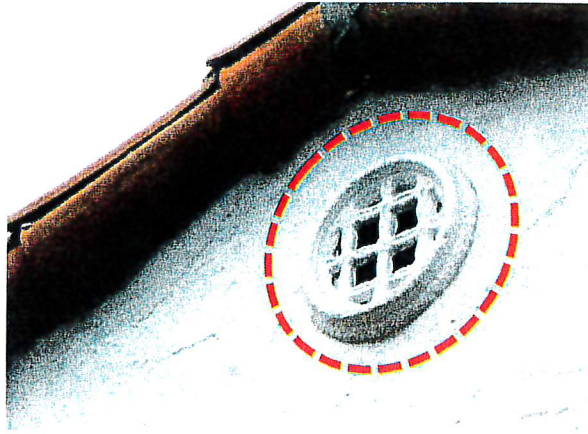
Proposed Completion: 2029





12. Gently remove stucco from decorative gable end vents and restore original metal finish.

**Proposed Completion: 2029**



13. Carefully repair or replace in-kind damaged and deteriorating stucco as needed. Patch repair cracks using stucco to match existing.

**Proposed Completion: 2029**



---

Please note that staff waivers are still required when completing work list items, such as replacing windows.



## ATTACHMENT 6

### Design Review Subcommittee (DRSC)

Meeting Date: October 23, 2019

**PLANNER:** David Carrillo, Assistant Planner

**SUBJECT:** **Historic Property Preservation Agreement (HPPA) 19-216, McChurch Residence**, a request for a Mills Act agreement between the City and the owners of a historic private residence at 233 Avenida Rosa.

**BACKGROUND:**

*Site Data*

The subject property was developed in 1927 and includes a 1,020 square-foot residence and a detached 216 square-foot garage on a 4,455 square-foot lot. The architect and builder is unknown. The site is in the Residential Medium Zone within the Coastal Zone Overlay District (RM-CZ). Please reference Attachment 1 for a location map.

**Figure 1 – Existing Site Conditions**



### *Historic Survey*

In 1995, the property was included in a Historic Resources Survey prepared by Leslie Heumann & Associates, which concluded the property was in good condition. In 2006, the Historic Resources Group resurveyed the property and created a "Continuation Sheet" to supplement the property's 1995 Historic Resources Survey form, or Department of Parks and Recreation (DPR) form. The "Continuation Sheet" stated no substantial changes were done since 1995 and identified the structure as a contributor to a potential local historic district under Criterion A for its association with the Ole Hanson/Spanish Village by the Sea period of development. See Attachments 2 and 3 for the 1995 and 2006 DPR forms. The 1995 DPR form describes the property as follows:

"The floor plan of this one story, Spanish Colonial Revival home steps back from the street in three successive increments to the southwest. Tiled front gable roofs and stuccoed exteriors characterize all parts of the building. Instead of exposed rafters, the walls form a coved eave line. The front wing is located at the northeast corner, and contains a casement window trimmed with a heavy wooden header centered beneath the gable and a circular vent. Another vent appears in the gable face of the rear wing. Extending from the front wall of the front wing, a waist high wall encloses a courtyard. The entry is protected by a tiled continuation of the roof of the front wing. Next to it, another window, this one with a single fixed sash, is topped by another header. The side (southwest) elevation of this wing is punctuated by an attached chimney which is terminated by a miniature front gable cap. Another continuation of the gable surmounts the rear wing of the house. Behind it, a one story garage is stuccoed, topped by a tiled side gable roof, and entered via double wood and glass doors. In front of the house, a low, stuccoed retaining wall is draped with flowering plants. The property is intact and in good condition."

Additional photos of the property can be seen in Attachment 4.

### *Permit History*

Records indicate two building permits were issued. However, the permitted work did not impact the front elevation and is not visible from the street. Most notably, an attached rear porch was enclosed in 1952 with white stucco walls, wood windows, and an asphalt shingle shed roof. The following list indicates permits that were pulled with the City for this property after original construction.

- 1952: Rear porch enclosure
- 1987: Installation of one 14,000 BTU heater

*Mills Act*

Enacted in 1972, the Mills Act legislation grants participating local governments the authority 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. In San Clemente, a "qualified" property is any property on the City's designated list of historic structures. See Attachment 5 for additional Mills Act details. Mills Act participants may realize substantial property tax savings of between 40% and 70% each year for newly improved or purchased older properties. The estimated annual tax savings for the subject property would be in the range of \$4,800 to \$8,300 per year based on comparisons with similarly sized properties with recently approved HPPA contracts. The contract carries a minimum ten-year commitment. Either party may choose to end the automatic annual renewal of the contract; however, there is a financial penalty to the property owner if the City cancels the contract due to noncompliance with the terms.

*Why is DRSC Review Required?*

DRSC serves as the Cultural Heritage Subcommittee (CHSC) for review of Historic Property Preservation Agreements. Zoning Ordinance Section 17.16.175 states: "The Subcommittee shall consider the proposed list of improvements, may make recommendations for amendments to said list, and shall make a recommendation to the City Council regarding approval or denial of the Agreement together with the proposed list of improvements."

**ANALYSIS:***Site Visit*

Planning staff and the City's historic preservation consultant conducted a site visit of the property on June 19, 2019. The purpose of the site visit was to evaluate the integrity and condition of the historic resource and determine if any restoration improvements are necessary to rehabilitate the historic resource.

This property remains in good condition as determined by the 1995 Historic Resources Survey. The priority preservation task is to complete seismic retrofitting and foundation bolting by engaging a qualified structural engineer to properly execute the work. In addition to the consultant's assessment on the foundation, the home inspection report also suggests strengthening the foundation for earthquake safety.

Several other minor repair or restoration items have been identified for the proposed work list to be included with the contract, as outlined on Table 1 below. Windows throughout the home contain a combination of wood and aluminum screens. The consultant determined the wood screens are original and that the aluminum screens are not. However, replacement of aluminum screens was not recommended for inclusion in the work list since these screens are easily reversible and acceptable as a protective device. Existing gable vents do not seem original but retention is recommended until documentation provides such evidence. The home contains wood windows and one vinyl window on the northeast side elevation.

All wood windows on the residence and detached garage are original or are compatible replacements.

*Proposed Work List*

Based on the site visit, staff and GPA developed the following list of prioritized work for the rehabilitation and maintenance of the property. Staff added Item #12 and #13 in Table 1, which is the only difference from the priority list compiled by the consultant (Attachment 6). Staff recommends requiring these improvements as conditions of the HPPA to help protect, preserve, and enhance the historic resource. The list is ordered by priority level of the restoration task. The proposed completion dates attempt to divide the work by related tasks and are separated to spread out the expenses over the preliminary ten years of the contract timeline. The applicant has reviewed the work list and concurs with all improvements and completion dates. An annotated version of the work list is provided as Attachment 7.

**Table 1 – List of Prioritized Work**

	<b>Proposed Work/Task</b>	<b>Proposed Completion</b>
1.	Engage a qualified structural engineer experienced in working with historic properties to properly execute seismic retrofitting and foundation bolting.  <i>The work should avoid causing damage to the historic fabric and visually impacting the historic building.</i>	2022
2.	Treat property for termites, thereby preventing immediate and long-term damage to the historic fabric.  <i>Property owner should inspect annually for termite damage, as well as weather or other damage and make related repairs in kind as needed.</i>	2023
3.	Engage the services of a specialist to instigate previously completed roof work and make corrections as needed.  <i>Some clay tiles around roof perimeter appear loose and asphalt lining beneath clay tiles is exposed. Previously completed work appears to have been done poorly. Any broken damaged clay tiles should be individually replaced in kind.</i>	2024
4.	Where missing, install appropriate gutters around roof perimeter.  <i>Downspouts should strategically be installed to ensure that water is properly diverted away from the building.</i>	2024
5.	Engage the services of a structural engineer to investigate stability of overhang.	2025

	Proposed Work/Task	Proposed Completion
	<i>Primary entry porch with existing extended eave overhang appears to be altered with small porch support removed. It is unclear if porch support was original or added later. If installation of porch support is recommended, design should be compatible with the historic character of the house.</i>	
6.	Gently scrape paint, sand and repair any damaged wood windows and carefully repaint, and reseal/weatherproof as needed.  <i>Wood windows all appear original or are compatible replacements and should be retained. Paint is peeling on some wood windows and frames. Paint and putty should not bleed onto glazing.</i>	2026
7.	Gently remove stucco from decorative gable end vents and restore original metal finish.	2026
8.	Replace incompatible vinyl window on northeast (side) elevation with compatible wood, single-light window within original opening and wood frame.  <i>Design of new windows should reference extant original windows on house as inspiration.</i>	2027
9.	Prepare a comprehensive landscape and hardscape plan, documenting existing conditions as well as plans for proposed work, and submit to the City.	2027
10.	Replace asphalt shingle tiles of shed roof of rear addition with compatible red clay tile shingles to match the rest of the house.	2028
11.	Carefully repair or replace in-kind damaged and deteriorating stucco as needed. Patch repair cracks using stucco to match existing.	2029
12.	Engage the services of a landscape professional to inspect the planter box located at the rear entrance and determine if a drainage system is required. A drainage system shall be installed if it is determined that such system does not exist.  <i>Signs of drainage were not visible. Lack of drainage may lead to foundation issues on the home.</i>	2030
13.	Remove the deteriorated side yard fence and gate located on the east side of the home.  <i>The fence/gate is in great disrepair and presents negative visual impacts on the historic resource. If the fence/gate is replaced, the design should be compatible with the historic character of the house.</i>	2030

Please note that the approval of the HPPA does not constitute a permit for individual work list items. The property owner would need to apply for the appropriate permits at the time that work is proposed. For instance, a window change out will require a staff waiver of a Minor Cultural Heritage Permit. The property owner would need to provide relevant

information on the proposed style of window replacement, consistent with the HPPA requirements, at that time. Attachment 8 details the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties. These guidelines are incorporated into the HPPA contract, and all future repairs and improvements – whether delineated in this work list or otherwise – must be consistent with these guidelines.

### **RECOMMENDATION**

The recommended rehabilitation and maintenance tasks will restore the historic house and be architecturally compatible. Staff seeks DRSC concurrence with the recommended work list and timeline (Table 1 and Attachment 7) for the subject property. Following DRSC review, staff will schedule the HPPA for a City Council hearing in December. It is staff's goal to have the contract recorded prior to December 31, 2019 so that the County can assess the property in 2020 based on the Mills Act restricted valuation of the property.

### ***Attachments:***

1. Location Map
2. 1995 DPR Form
3. 2006 DPR Form
4. Site Photographs
5. Mills Act Background Information
6. Work List
7. Annotated Photographs of Proposed Restoration Improvement Timeline
8. Secretary of the Interior's Standards
9. Applicant's Narrative Letter



**CITY OF SAN CLEMENTE  
MINUTES OF THE REGULAR MEETING OF THE  
DESIGN REVIEW SUBCOMMITTEE  
OCTOBER 23, 2019**

Subcommittee Members Present: Bart Crandell, Zhen Wu  
Subcommittee Members Absent: Michael Blackwell

Staff Present: Senior Planner Stephanie Roxas, Associate Planner Katie Crockett, Assistant Planner Jonathan Lightfoot, Assistant Planner David Carrillo, Community Development Director Cecilia Gallardo-Daly, City Attorney Andrew McCardle

**1. MINUTES**

The Subcommittee approved the minutes from the September 11, 2019 meeting.

The Subcommittee continued the minutes from the September 25, 2019 meeting due to a lack of quorum.

**2. ARCHITECTURAL REVIEW OF THE FOLLOWING ITEMS:**

**A. Zoning Amendment 19-189, Small Cell Ordinance Design Regulations, City-wide (Crockett)**

Review of proposed design and location standards for small wireless telecommunications facilities, which will be incorporated into the proposed ordinance to amend permitting requirements for small wireless telecommunications facilities.

Associate Planner Katie Crockett summarized the staff report and narrated a PowerPoint presentation, which is on-file with the Planning Division.

Andrew McCardle, from Best Best & Krieger (BB&K), provided legal guidance on the proposed ordinance and existing regulations by the Federal Communications Commission (FCC). Mr. McCardle answered questions regarding the proposed exception criteria contained within the draft ordinance and the FCC's interpretation on what constitutes an effective prohibition. He clarified that local standards must be objective, non-discriminatory, and cannot treat wireless carriers differently from other utility providers. Mr. McCardle discussed how the shotclock provisions may impact City processing timelines and how the technology behind small cell facilities may require sites to be closer to their intended service coverage area.

Chair Crandell opened the item for public comments.

Franklin Orozco, representing AT&T, requested more flexibility in the design standards. He recommended the City consider allowing the shroud diameter to

exceed 150% of the pole (maximum 14 inch diameter), and allowing the shroud height to be up to 72 inches above the height of the pole.

Rickard Soderberg representing AT&T, stated that AT&T's comments were emailed directly to staff and the Planning Commission. He recommended the City consider eliminating the 150% maximum shroud diameter, recommended the City consider allowing small cells on smaller traffic signal poles, recommended the City reconsider the 300-foot spacing between cell sites (require a shorter distance between sites), and stated that collocation is not recommended by AT&T.

Bert Levesque, President for Harbor View Estates Homeowners Association, expressed concern over the potential proliferation of wireless antennas throughout the neighborhood, expressed concern over potential abandoned antenna facilities, and supported prohibiting antennas where the FCC rules are unclear or ambiguous.

Art Cartwright, resident of the New Providence Association, expressed concern over the proposed exception criteria and recommended the City consider a firm setback standard from residential properties.

Laura Fischer, resident, stated she lives near the proposed wireless site on Camino Vera Cruz. Ms. Fischer stated she believes the proposed 100-foot setback from residential properties is insufficient. She summarized her research of other cities with small cell wireless ordinances with larger residential separation requirements. Ms. Fischer requested the City to consider a minimum 250-foot residential setback requirement. Ms. Fischer stated she believes the 300-foot separation requirement between cell sites is insufficient. She requested the City incorporate regulations into the ordinance that address fire safety, wind loads, and lighting impacts. She supported updating the Wireless Master Plan and opposed allowing wireless facilities to proliferate throughout residential neighborhoods. Ms. Fischer expressed concern over wireless carriers providing evidence to show there is a gap in service coverage as the information may be biased. She encouraged the City to enforce the distance separation requirements and not allow exceptions.

Kortney Morrow, resident, stated she believed that the 100 foot residential setback requirement is already insufficient, and she believed that wireless carriers asking for exceptions to that standard should be unacceptable. She expressed a preference for larger setback requirements from sensitive uses, such as 1,000 feet from residential properties and 1,500 feet from schools and parks, and exceptions would be more acceptable if larger setbacks were imposed. Ms. Morrow summarized her research of other cities with small cell ordinances with larger residential setback requirements. She requested the City require wireless carriers to remove any poles that become outdated or unused due to technological advances, and she supported use of consistent pole designs between different carriers.

Michael Farragher, representing Verizon Wireless, requested the City allow wireless carriers to continue providing input while the proposed ordinance and design and development standards are being drafted. He stated that wireless carriers generally

would like to minimize the number of sites needed but that larger setback requirements may result in carriers being unable to improve wireless services in areas lacking coverage.

In response to questions raised during public comments, Community Development Director Cecilia Gallardo-Daly clarified that wireless carriers are required into a Master License Agreement with the City that would include obligations to remove wireless poles and equipment when no longer in use. Associate Planner Katie Crockett further clarified that a standard condition requiring removal of wireless facilities and equipment no longer in use is included in the draft ordinance, which will be presented to the Planning Commission at a later date.

Chair Crandell closed the public comments section of the Item. The Design Review Subcommittee (DRSC) discussed the project, and made the following comments either individually or as a group:

- Deliberated on the proposed location criteria and potential distance separation requirements from sensitive uses; ultimately the Subcommittee stated these aspects of the Ordinance must be discussed further with the Planning Commission and City Council to develop a policy consensus.
- Requested that the 300 foot buffer from other wireless facilities should apply to both small cell and macro sites.
- Requested clarification on why small cells would not be permitted on traffic signals. Staff described concerns raised by the Public Works Department that could affect the traffic signal timing. Staff determined there were sufficient alternative locations, and, therefore, the standard would not result in an effective prohibition.
- Discussed various topics, including tapered designs versus straight pole designs, vaulted equipment versus pedestals, the intent of the "occupiable building" preferred location standard, slimline poles, and potentially adding trees to soften the pole aesthetics.
- Requested staff to provide maps at upcoming meetings illustrating the different setback options.

The Subcommittee concluded that the location criteria must be discussed further with the Planning Commission and City Council to develop a policy consensus. Chair Crandell reiterated that interested members of the public will be notified of all upcoming meetings related to the proposed Small Cell Ordinance and design and development standards. The Subcommittee recommended forwarding the public comments received to the Planning Commission for consideration.

**B. Historic Property Preservation Agreement (HPPA) 19-190, Cocores Residence (Carrillo)**

A request for a Mills Act agreement between the City and the owners of a historic private residence at 102 West Avenida Cadiz.

Assistant Planner David Carrillo summarized the staff report. The property owner, James Cocores, stated he reviewed the proposed list of prioritized work and agreed to all proposed tasks and completion deadlines.

Larry Culbertson from the San Clemente Historical Society was supportive of the proposed application. However, he requested the City to consider revising the deadlines for certain items to complete several tasks sooner. Mr. Culbertson stated, for example, that relocating irrigation systems away from the house (proposed task #7) would mitigate potential damage to the historic home and should be completed earlier during the ten-year contract.

The Design Review Subcommittee (DRSC) discussed the project, and made the following comments either individually or as a group:

- Agreed with Mr. Culbertson's comments and stated a preference for completing less expensive improvements within the first five years of the contract.
- Commended the owner for wanting to protect and preserve the historic property.
- Discussed various topics, including bird stops at roof tile face, whether the exhaust near the chimney was an add-on, and whether gutters are installed on the home.
- Directed staff to work with the applicant to modify the years in which the proposed improvements must be completed.

The Subcommittee provided additional comments, and recommended moving the application forward to the City Council for consideration with modified completion deadlines.

**C. Historic Property Preservation Agreement (HPPA) 19-216, McChurch Residence (Carrillo)**

A request for a Mills Act agreement between the City and the owners of a historic private residence at 233 Avenida Rosa.

Assistant Planner David Carrillo summarized the staff report. The property owner, Aimee McChurch, stated she reviewed the proposed list of prioritized work and agreed to all proposed tasks and completion deadlines. She indicated a desire to repair the windows as soon as possible.

Larry Culbertson from the San Clemente Historical Society was supportive of the proposed application. However, he requested the City to consider revising the deadlines for certain items to complete several tasks sooner. Mr. Culbertson stated that deferring some maintenance items may result in larger issues for the property that would be more expensive to remedy.

The Design Review Subcommittee (DRSC) discussed the project, and made the following comments either individually or as a group:

- Agreed with Mr. Culbertson's comments and stated a preference for completing less expensive improvements within the first five years of the contract.
- Commended the owner for wanting to protect and preserve the historic property.
- Recommended enhancing the landscaping and using a plant palette inspired by the historic period.
- Discussed the deteriorated side yard fence and gate (proposed task #13), and stated that if replaced, the owner must obtain City approval.

The Subcommittee provided additional comments, and recommended moving the application forward to the City Council for consideration with modified completion deadlines.

D. **Discretionary Sign Permit (DSP) 18-546, Plaza by the Sea Master Sign Program (Lightfoot)**

A request to establish Master Sign Program for an existing commercial center at 610-628 Camino De Los Mares within a City Gateway corridor.

Assistant Planner Jonathan Lightfoot summarized the staff report.

The Design Review Subcommittee (DRSC) discussed the project, and made the following comments either individually or as a group:

- Expressed concern over allowing freeway oriented signs in red lettering at either Plaza by the Sea or the neighboring Ocean View Plaza. Recommended modifying the Master Sign Program and/or adding verbiage to require new freeway oriented signs to use bronze letters, consistent with the Outlets.
- Deliberated on the height of the westernmost monument sign, including potential concerns over vehicle line of sight. Ultimately the Subcommittee determined the proposed 10 foot height was reasonable so that the sign would not be blocked by parked vehicles.
- Recommended that staff provide additional detail in the Planning Commission report regarding the proposed routed illumination style proposed for the monument signs as this not a common sign typology in the City. Recommended that staff provide a comparison of the monument sign guidelines for the Estrella Center at the Planning Commission hearing.

The Subcommittee provided additional comments, and recommended the project move forward to the Planning Commission for consideration.

3. **NEW BUSINESS**

Senior Planner Stephanie Roxas stated there are applicants requesting a special meeting of DRSC due to the November 27, 2019, regular meeting being cancelled. Chair Crandell and Subcommittee Member Wu stated they are both available for a special meeting in late November, and requested staff to follow-up regarding scheduling.

4. OLD BUSINESS

None

5. ORAL AND WRITTEN COMMUNICATION

None

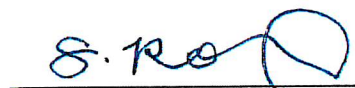
**ADJOURNMENT**

Adjourn to the Regular Meeting of the Design Review Subcommittee to be held Wednesday, November 13, 2019 at 4:00 p.m., at the Community Development Department, Conference Room A, located at 910 Calle Negocio, San Clemente, California.

Respectfully submitted,

  
\_\_\_\_\_  
Bart Crandell, Chair

Attest:

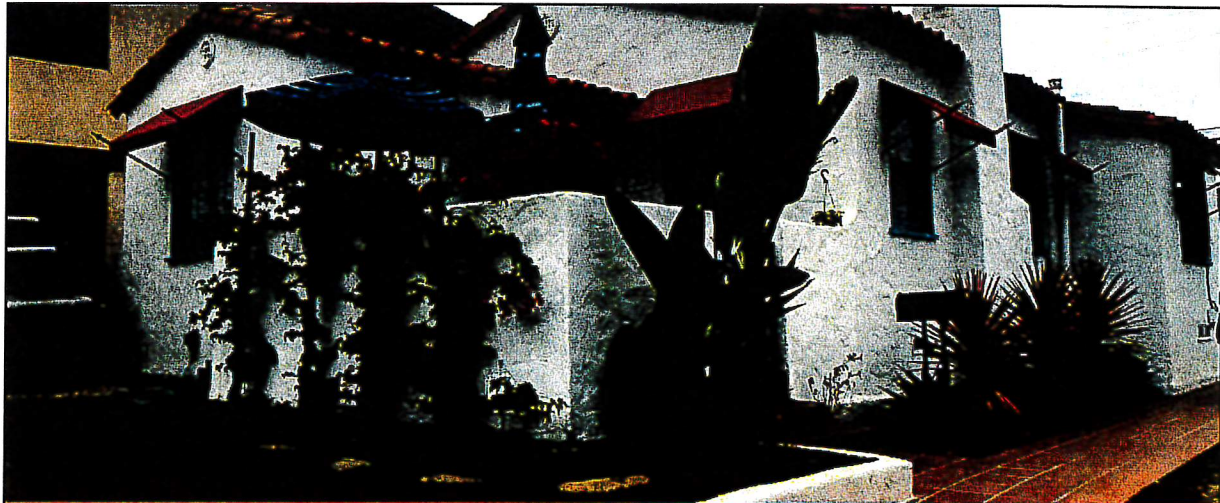
  
\_\_\_\_\_  
Stephanie Roxas, Senior Planner

# ATTACHMENT 7

Historic Property Preservation Agreement (HPPA) 19-216:

## 233 Avenida Rosa (McChurch Residence)

DAVID CARRILLO, ASSISTANT PLANNER  
DECEMBER 17, 2019



Front Elevation

## Property History

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- Built in 1927
- Architect and Builder Unknown
- Minimal alterations: Rear porch enclosure (1952) and a new heater (1987)

## Historic Property Preservation Agreement

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- Work list includes 13 tasks, such as:
  - Termite report
  - Seismic retrofitting and foundation bolting
  - Landscape plan
- GPA Consulting joined staff on a site visit, 6/19/19
- DRSC review on 10/23/2019
- Estimated annual tax savings with Mills Act: \$5,300-\$9,200
- **STAFF RECOMMENDS THAT the City Council approve HPPA 19-216**



## Recommendation

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STAFF RECOMMENDS THAT the City Council approve **HPPA 19-216** for the historic residential property located at 233 Ave. Rosa

*CEQA Guidelines Section 15331 (Class 31: Historic Resource Restoration/Rehabilitation): the project is a preservation effort that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.*

## PRIORITIZED WORK LIST

Developed with assistance from GPA consulting

\*Estimated annual tax savings with Mills Act: \$5,300 - \$9,200

1. Provide a termite / wood destroying organism (WDO) report indicating a termite free condition or take recommended actions within the report if pests are present. Property owner should inspect annually for termite damage, as well as weather or other damage and make related repairs in kind as needed.

**Proposed Completion: 2020**



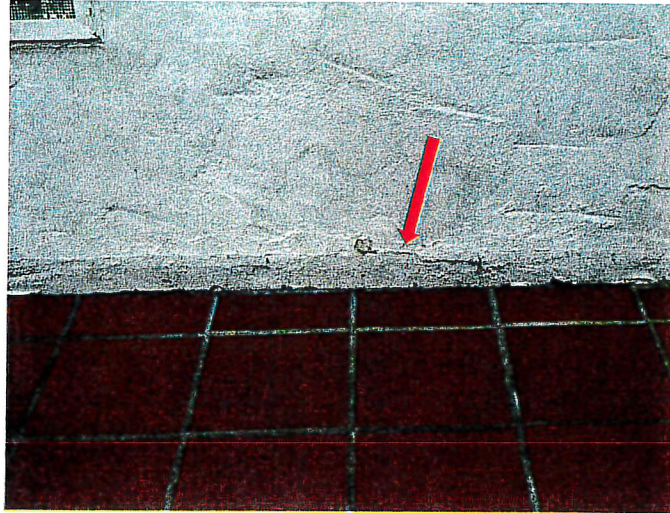
2. Remove the deteriorated side yard fence and gate located on the east side of the home.

**Proposed Completion: 2020**



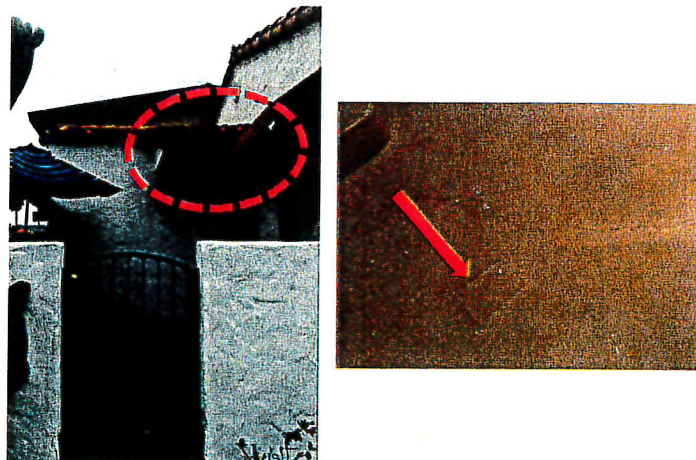
3. Engage a qualified structural engineer experienced in working with historic properties to properly execute seismic retrofitting and foundation bolting.

Proposed Completion: 2023



4. Engage the services of a structural engineer to investigate stability of overhang.

Proposed Completion: 2023



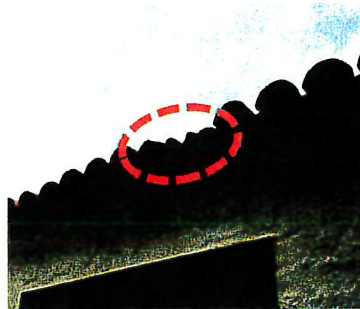
5. Engage the services of a landscape professional to inspect the planter box located at the rear entrance and determine if a drainage system is required. A drainage system shall be installed if it is determined that such system does not exist.

**Proposed Completion: 2023**



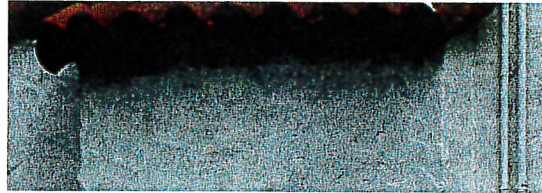
6. Engage the services of a specialist to instigate previously completed roof work and make corrections as needed.

**Proposed Completion: 2025**



7. Where missing, install appropriate gutters around roof perimeter.

Proposed Completion: 2025



8. Prepare a comprehensive landscape and hardscape plan, documenting existing conditions as well as plans for proposed work, and submit to the City.

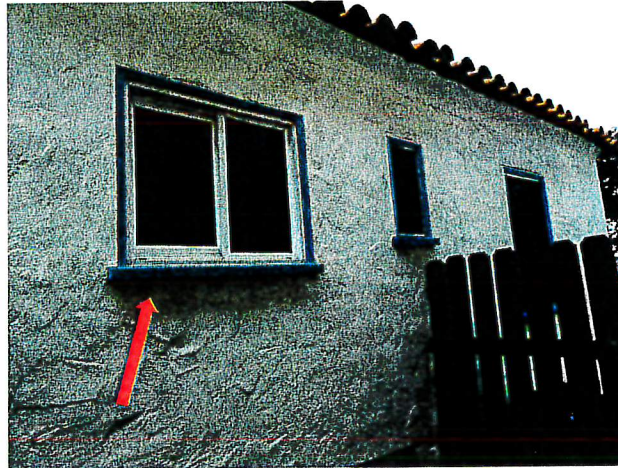
Proposed Completion: 2025



\* This photograph does not specifically demonstrate the work list item to address.

9. Replace incompatible vinyl window on northeast (side) elevation with compatible wood, single-light window within original opening and wood frame.

Proposed Completion: 2029



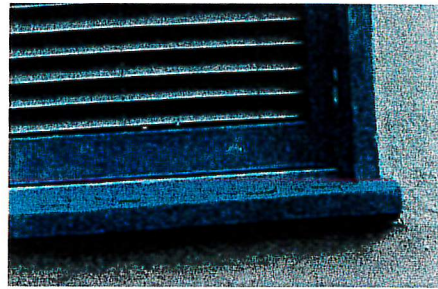
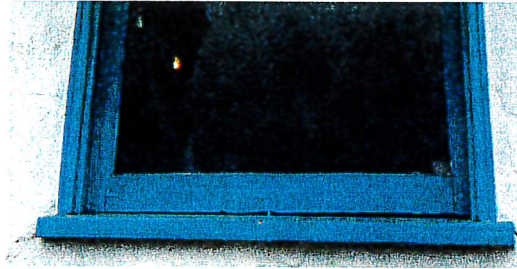
10. Replace asphalt shingle tiles of shed roof of rear addition with compatible red clay tile shingles to match the rest of the house.

Proposed Completion: 2029



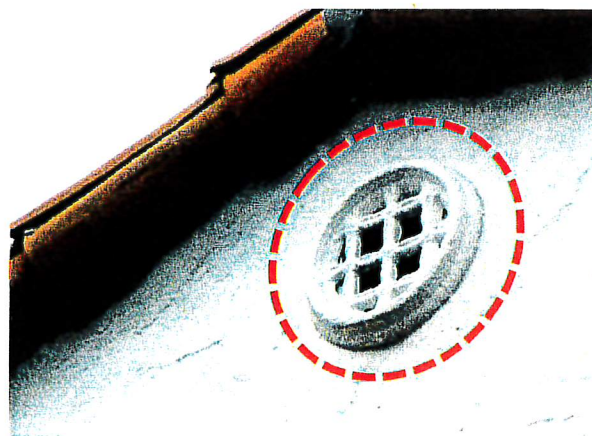
11. Gently scrape paint, sand and repair any damaged wood windows and carefully repaint, and reseal/weatherproof as needed.

Proposed Completion: 2029



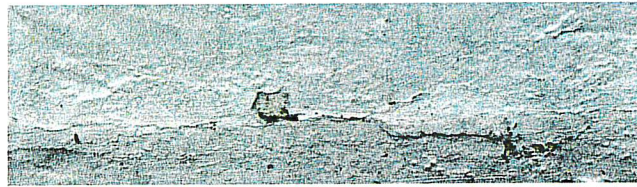
12. Gently remove stucco from decorative gable end vents and restore original metal finish.

Proposed Completion: 2029



13. Carefully repair or replace in-kind damaged and deteriorating stucco as needed. Patch repair cracks using stucco to match existing.

Proposed Completion: 2029



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Please note that staff waivers are still required when completing work list items, such as replacing windows.