



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: November 7, 2023

Agenda Item: 8D

Department: Planning Division

Prepared By David Carrillo, Assistant Planner

Karla Morales, Community Development Technician

Subject:

CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MILLS ACT CONTRACT, HISTORIC PROPERTY PRESERVATION AGREEMENT 23-240, FOR THE RESIDENTIAL PROPERTY AT 233 AVENIDA SANTA BARBARA AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:

Execution of the Historic Property Preservation Agreement will result in a minor diminution of property tax revenues to the City. The approximate impact is anticipated to be \$5,600 per year.

Summary:

Staff recommends the City Council approve a Historic Property Preservation Agreement (HPPA) for a historic residence located at 233 Avenida Santa Barbara (Attachment 2). The HPPA provides a property tax reduction incentive to owners of historic properties with the intent that cost savings are invested into the historic property to restore, improve, and preserve their buildings and grounds, per a 10-year term work list. Attachment 3 provides background information on the Mills Act program.

Background:

The site consists of a 4,300 square-foot lot, within the Residential Low Zoning District and Coastal Zone Overlay Zone (RL-CZ) that was developed in 1929 with a one-story, single-family residence and a detached garage. For information on the historical significance of the property, please refer to the 2006 State Department of Parks and Recreation (DPR) Survey Form, provided as Attachment 4. Refer to Attachment 5 for a location map.

Records indicate two building permits have been issued subsequent to the historical period of significance: in 1994 to relocate an electric meter; and in 2022 for improvements to the detached garage consisting of a reroof, repair of termite-damaged rafter tails, stucco repair, and repainting trim and rafter tails (Attachment 7).

Staff visited the subject property with Emma Haggerty, Architectural Historian with GPA Consulting, to assess the historic resource and identify improvements to be included in the 10-year term work list. Staff developed a list of prioritized work for preservation and maintenance of the historic resource outlined in Attachment 2, within the initial 10-year term of the agreement. Some examples of the work list items to preserve the historic property include:

- Engage a qualified structural engineer experienced in working with historic properties to properly inspect the foundation and make recommendations with an implementation plan. Execute any recommended work to ensure foundation is structurally sound and weathertight. Work to be completed in a sensitive manner to avoid causing damage to the historic fabric or visually impacting the historic building (complete by end of 2024).
- Provide a termite / wood destroying organism (WDO) report indicating a termite free condition or take recommended actions within the report if pests are present (complete by end of 2024).
- Re-roof main residence: carefully remove existing red clay tiles, replace any damaged wood framing and plywood sheathing, and reinstall red clay tiles in accordance with City of San Clemente Building Code requirements. Any missing or damaged clay tiles should be replaced in kind (complete by end of 2024).
- Replace all incompatible vinyl and metal windows with new wood windows that are compatible with the historic character of the property. Selection of new windows to be based on documentary and/or physical evidence, such as extant originals (complete by end of 2027).

The HPPA was reviewed by the Design Review Subcommittee (DRSC), which serves as the Cultural Heritage Subcommittee (CHSC), on September 13, 2023. The CHSC supported the HPPA request and list of prioritized work, with the termite report being due in 2024. See Attachment 9 for the CHSC meeting minutes. 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 the City 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 are \$5,600 per year. The exact amount of the reduction will only be known after the County Tax Assessor completes a valuation for the property in 2024 based on the executed Agreement. To confirm compliance with the conditions of the agreement, every five years from the commencement of the contract's term the property owner will be responsible to arrange a site inspection with the Planning Division and pay for the costs of such inspection.

Council Options:

- Adopt Resolution No. 23-129, authorizing the City Manager to execute the Mills Act contract, Historic Property Preservation Agreement 23-240.
- Modify and adopt Resolution No. 23-129.
- Continue the item and direct staff to provide additional information.
- Deny Resolution No. 23-129 and deny the approval of the Mills Act contract.

Environmental Review/Analysis

Staff recommends that the project be found categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15331 (14 CCR § 15331, Class 31: Historical Resource Restoration/Rehabilitation).

Recommended Actions:

Staff Recommendation

Staff recommends that the City Council adopt Resolution No. 23-129, which will:

1. Find the project categorically exempt from CEQA under Class 31 (Historical Resource Restoration/Rehabilitation, 14 CCR Section 15331) of the State CEQA Guidelines; and
2. Authorize the City Manager to execute the associated Mills Act contract, Historic Property Preservation Agreement.

Attachment:

1. Resolution No. 23-129
2. HPPA 23-240 - Historic Property Preservation Agreement
 - a. Exhibit A - Historic Property Legal Description
 - b. Exhibit B - Secretary of the Interior's Standards for the Treatment of Historic Properties
 - c. Exhibit C - City of San Clemente Historic Property Minimum Maintenance Standards
 - d. Exhibit D - Historic Property Improvements to be Completed
3. Mills Act Background Information
4. 2006 DPR Form
5. Location Map
6. Site Photographs
7. Building Permit History
8. Annotated Photographs of Rehabilitation Items
9. Minutes from the Cultural Heritage Subcommittee Meeting of September 13, 2023

Notification:

Public notices were distributed and posted per City and State requirements.

RESOLUTION NO. 23-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING HISTORIC PROPERTY PRESERVATION AGREEMENT 23-240 FOR THE PROPERTY LOCATED AT 233 AVENIDA SANTA BARBARA AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINES SECTION 15331 (14 CCR § 15331, CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION)

WHEREAS, the City Council of the City of San Clemente adopted Ordinance 1194, on October 15, 1977, 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 July 12, 2023, an application was submitted by Paul Parsons, 26895 Aliso Creek Road, Suite B-531, Aliso Viejo, CA 92656, the owner of a designated historically significant structure, to enter into an Historic Property Preservation Agreement (HPPA) for the property located at 233 Avenida Santa Barbara, the legal description being N TR 779 BLK 21 LOT 18, in the City of San Clemente, with Assessor's Parcel Number 058-103-09; and

WHEREAS, on September 13, 2023, the Design Review Subcommittee, which serves as the Cultural Heritage Subcommittee of the Planning Commission, reviewed the application and recommended approval of HPPA 23-240 with preservation improvement conditions; and

WHEREAS, on November 7, 2023, 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 finds, determines and resolves as follows:

SECTION 1: Recitals. The above recitals are considered findings by the City Council and incorporated into the body of this resolution.

SECTION 2: CEQA Findings. The City Council has determined that this action is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15331 (14 CCR § 15331, Class 31: Historical Resource Restoration/Rehabilitation).

SECTION 3: The Historic Property Preservation Agreement (HPPA) for the property located at 233 Avenida Santa Barbara, in the City of San Clemente, with Assessor's Parcel Number 058-103-09 is hereby approved HPPA 23-204 in a form substantially similar to that presented to the City Council on November 7, 2023.

SECTION 4: The City Manager is authorized to execute, and the City Clerk to record, HPPA for the property at 233 Avenida Santa Barbara, after the required application fee has been submitted to the City by the property owner, which must be submitted not later than June 30, 2024.

SECTION 5: Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this ____ day of _____, 2023.

Mayor of the City of
San Clemente, California

ATTEST:

CITY CLERK of the City of
San Clemente, California

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

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 23-129 was adopted at a regular meeting of the City Council of the City of San Clemente held on the ____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:

CITY CLERK, of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

Recording Requested by, and
when Recorded Mail to:

ATTACHMENT 2

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

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 7th day of November, 2023, by and between the City of San Clemente (“City”), a municipal corporation of the State of California, and Paul and Christiana Parsons (collectively “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 Number 058-103-09, located at 233 Avenida Santa Barbara, 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 INSPECTION FEE. Every five years from the commencement of the contract's term, Owner shall pay City an inspection fee as provided in the City's current Planning Fee Schedule, which fee does not exceed the reasonable cost of conducting ongoing and five-year site inspections to confirm compliance with the conditions of the agreement. Said fee shall be made payable to the City of San Clemente and shall be remitted to the Planning Division prior to each five-year inspection conducted by the Planning Division.

9. PAYMENT OF APPLICATION 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.

10. TERM. The term of this Agreement shall be from November 7, 2023, to and including November 7, 2033.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: Paul and Christiana Parsons
 233 Avenida Santa Barbara
 San Clemente, CA 92672

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

20. 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.

21. 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.

22. 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.

23. INDEMNITY OF CITY. The Owner shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of San Clemente and its officers, employees,

and agents from and against any claim, action, proceeding, fines, damages, expenses, and costs (including attorneys' fees) against the City, its officers, employees, or agents to attack, set aside, challenge, void, modify or annul any findings, approval or condition of approval of the City concerning this Agreement or any project in connection with the Property, including but not limited to any approval or condition of approval of the City Council, Planning Commission, or City Planner or environmental finding. Owner shall pay all such costs within ten (10) days of a request by the City. The City shall promptly notify the Owner of any claim, action, or proceeding concerning the project and the City shall cooperate in the defense of the matter at the applicant's expense. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter at the Owner's cost. If the applicant fails to so defend the matter, the City shall have the right, at its own option, to do so and, if it does, the Owner shall promptly pay the City's full cost of the defense within ten (10) days of demand.

24. 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.

25. 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.

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

27. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 _____
Andy Hall, City Manager

ATTEST:

City Clerk

Owner

Paul Parsons

Christiana Parsons

[SIGNATURES REQUIRE NOTARIZATION]

HISTORIC PROPERTY LEGAL DESCRIPTION

Lot 18, Block 21 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.

**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.

Phase I - Complete by end of 2024

1. Engage a qualified structural engineer experienced in working with historic properties to properly inspect the foundation and make recommendations with an implementation plan. Execute any recommended work to ensure foundation is structural sound and weathertight. Work to be completed in a sensitive manner to avoid causing damage to the historic fabric or visually impacting the historic building.
2. Re-roof main residence: carefully remove existing red clay tiles, replace any damaged wood framing and plywood sheathing, and reinstall red clay tiles in accordance with City of San Clemente Building Code requirements. Any missing or damaged clay tiles should be replaced in kind.
3. Engage a qualified structural engineer or chimney specialist experienced in working with historic properties to properly inspect the chimney and prepare a report detailing any recommended work with an implementation plan. Execute any necessary work to ensure the chimney is structural sound and weathertight. Work is to be completed in a sensitive manner to avoid causing damage to the historic fabric or visually impacting the historic character.
4. Provide a termite / wood destroying organism (WDO) report indicating a termite free condition or take recommended actions within the report if pests are present.

Phase II - Complete by end of 2025

5. Where clay tubes are extant, remove existing exposed mesh covering and re-install mesh within interior of clay tube so mesh is appropriately concealed from view. Gently remove overpaint from clay to restore historic, unpainted finish.
6. Restore clay tube vents where missing using extant originals as model.
7. Gently scrape paint, sand, and make repairs to wood rafter tails by filling minor damaged areas with epoxy or by splicing larger damaged sections and replacing in kind. Reapply protective coating.

Phase III - Complete by end of 2026

8. Develop a comprehensive landscape and hardscape plan for property that identifies existing conditions and proposed landscape and hardscape to be approved by the City. Implement per approvals. Address incompatible concrete block wall along west property line by replacing with more appropriate material or by refinishing with stucco.

9. Refinish main entry door. Gently clean and scrape the surface, make any necessary repairs to wood, and re-apply stain to protect wood from moisture and sun damage. Inspect for proper operation and apply weatherstripping/flashing to ensure proper seal. Replace incompatible, contemporary hardware with new that is more compatible with the historic character of the property in terms of style and materials.
10. Gently scrape and remove failing, non-original paint from concrete porch and stairs. Repair any damaged or cracked concrete in kind, using mixture to match existing in terms of aggregate and scoring pattern.
11. Inspect wood windows, doors, and trim. Gently remove existing paint, sand, and make repairs to any deteriorated wood and repaint in the same or historically appropriate color. Inspect for proper operation and seal, make related repairs as needed.

Phase IV - Complete by end of 2027

12. Prep, patch, repair and repaint exterior wood elements (wood eaves, rafters, posts and beams) as needed in the same or historically appropriate color.
13. Replace all incompatible vinyl and metal windows with new wood windows that are compatible with the historic character of the property. Selection of new windows to be based on documentary and/or physical evidence, such as extant original
14. Remove all security bars from windows where existing. Repair stucco where necessary after removal.
15. Repaint grill that is in poor condition or remove non-historic feature.

Contract Duration - Ongoing Maintenance

16. When existing non-original railing reaches the end of its useful life, restore original railing design based on documentary or physical evidence if available, or replace with new railing design that is more compatible with the historic character of the property in terms of scale and style.
17. Inspect landscaping at least once per year to ensure plants/branches are kept trimmed away from building to prevent moisture/insect damage and debris build-up to structure, exterior materials, and finishes.
18. Inspect exterior stucco for damage such as hairline cracks and make repairs using stucco that matches the existing in terms of finish.
19. Treat property for termites and any other insects or pests, such as rats, thereby preventing damage to historic fabric. Professional termite reports should be submitted to the City at least once every 5 years.
20. Property owner should inspect annually for termite, weather, or other damage and make related repairs in kind as needed. If deterioration necessitates replacement, features should be replaced in kind.

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.

PRIMARY RECORD

Other Listings

Review Code _____ Reviewer _____ Date _____

Page 1 of 3

Resource Name or #: 233 AVENIDA SANTA BARBARA

P1. Other Identifier:

P2. Location: Not for Publication Unrestricted a. County Orange

and (P2b and P2C or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad Date T; R; 1/4 of 1/4 of Sec; B.M.

c. Address 233 Avenida Santa Barbara City San Clemente Zip 92672

d. UTM: Zone; mE/ mN

e. Other Locational Data: Assessor Parcel Number: 058-103-09

P3a. Description:

The property contains a one-story single family residence with a rectangular plan and wood-frame construction. Designed in the Spanish Colonial Revival style, it has a low-pitch side-gable roof with clay tiles over the main portion and a front-gable roof with asphalt shingles and clay tile parapet over the projecting garage bay. The exterior walls are clad with original smooth stucco. The primary facade includes an entrance porch with wood balustrades and wood porch supports. The main entrance to the residence features the original door. The easternmost bay of the primary (north) elevation is projecting and features a one-car garage. The garage door appears to have original trim. Elements of the Spanish Colonial Revival style include the exposed rafter tails and the stucco chimney at the western corner of the residence. The chimney is narrow and is not capped. The fenestration consists of original wood casement windows throughout the residence. The residence is in good condition. Its integrity is good.

P3b. Resources Attributes: 02 Single Family Property

P4. Resources Present: Building Structure Object Site District Element of District Other

P5b. Description of Photo:

North elevation, south view. May 2006.

P6. Date Constructed/Sources:

 Historic Both
 Prehistoric

1929 (F) Building Permit

P7. Owner and Address:

Rowland, William D.
325 El Camino Rd, Sedona Az 86336- 5122

P8. Recorded by:

Historic Resources Group, 1728
Whitley Avenue, Hollywood, CA
90028

P9. Date Recorded: 9/21/2006

P10. Survey Type:

City of San Clemente Historic
Resources Survey Update

P11. Report Citation: None.

Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other:

DPR 523A (1/95) HRG

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

NRHP Status Code 3D

Resource Name or #: 233 AVENIDA SANTA BARBARA

B1. Historic Name: (Unknown)

B2. Common Name: (Unknown)

B3. Original Use: Single-family residential

B4. Present Use: Single-family residential

B5. Architectural Style: Spanish Colonial Revival

B6. Construction History:

B7. Moved? No Yes Unknown

Date: Original Location:

B8. Related Features:

B9a. Architect: Virgil Westbrook

b. Builder: F.S.S. Hallberg

B10. Significance: Theme Ole Hanson/Spanish Village by the Sea Area City of San Clemente

Period of Significance 1925-1936 Property Type Residential Applicable Criteria A

This one-story single family residence was built for Mrs. Sara A. Doremus and Mrs. Frank Royer in 1929. It was designed by Virgil Westbrook and constructed by F.S.S. Hallberg. This property is a typical 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. It 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.

B11. Additional Resource Attributes: 02 Single Family Property

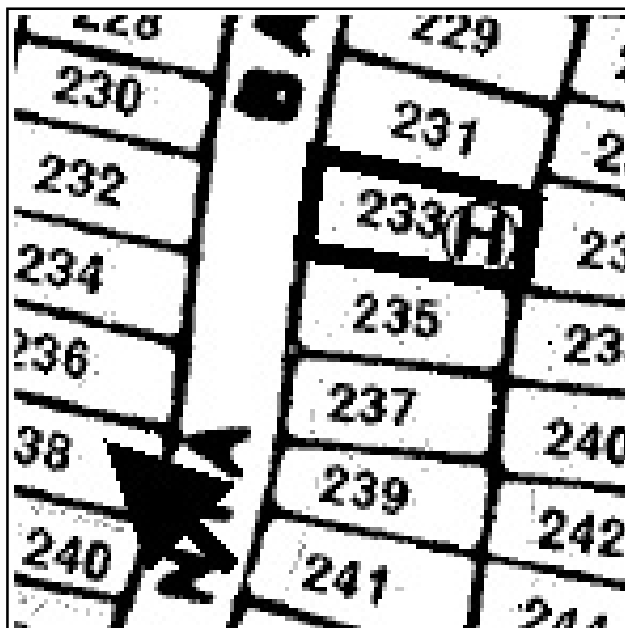
B12. References: San Clemente Building Permits; Historic Resources Survey, Leslie Heumann and Associates, 1995.

B13. Remarks: (none)

B14. Evaluator: Historic Resources Group, Hollywood, CA

Date of Evaluation: 9/21/2006

(This space reserved for official comments.)



CONTINUATION SHEET

Page 3 of 3

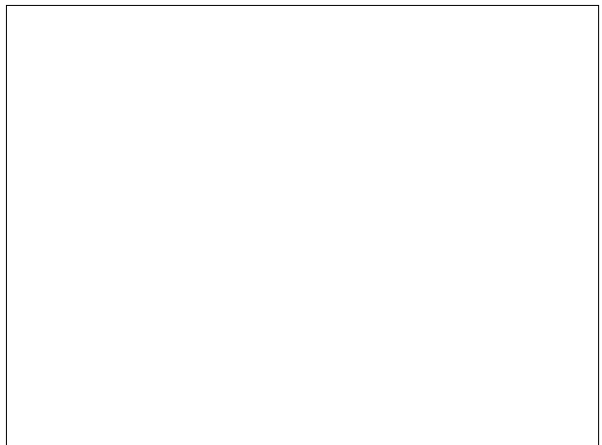
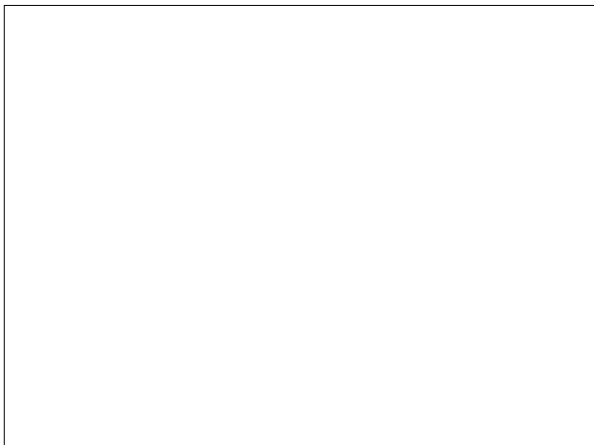
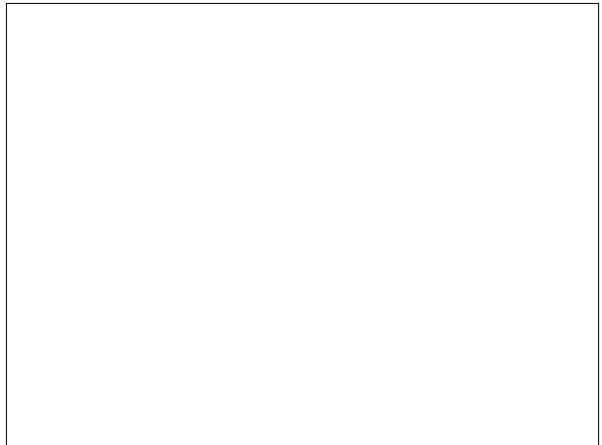
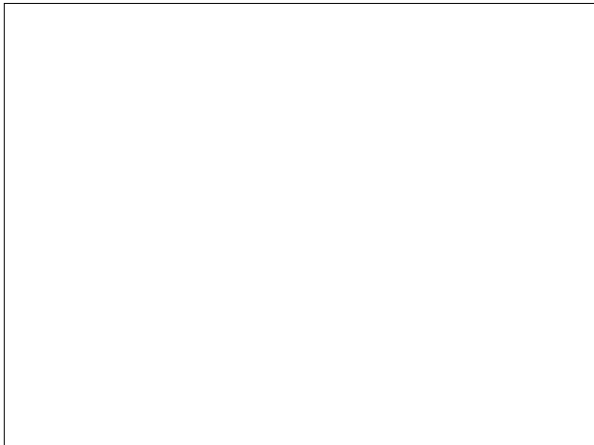
Resource Name or #: 233 AVENIDA SANTA BARBARA

Recorded by: Historic Resources Group

Date: 9/21/2006

Continuation Update

Photographs of the Subject Property, Continued:





Printed: 10/21/2022 @ 2:35 PM



HPPA 23-240
233 AVENIDA SANTA BARBARA

SITE PHOTOGRAPHS



FRONT VIEW OF THE PROPERTY FROM AVENIDA SANTA BARBARA



FRONT VIEW OF THE HOME FROM THE FRONT YARD

ATTACHMENT 7

Building Permit History – 233 Avenida Santa Barbara

- 1994 – Move electric meter four feet
- 2022 – Improvements to detached garage: reroof, repair termite damaged rafter tails, stucco repair, repaint trim and rafter tails per staff waiver

1. Engage a qualified structural engineer experienced in working with historic properties to properly inspect the foundation and make recommendations with an implementation plan. Execute any recommended work to ensure foundation is structural sound and weathertight. Work to be completed in a sensitive manner to avoid causing damage to the historic fabric or visually impacting the historic building.

Recommended Completion: 2024



2. Re-roof main residence: carefully remove existing red clay tiles, replace any damaged wood framing and plywood sheathing, and reinstall red clay tiles in accordance with City of San Clemente Building Code requirements. Any missing or damaged clay tiles should be replaced in kind.

Recommended Completion: 2024



3. Engage a qualified structural engineer or chimney specialist experienced in working with historic properties to properly inspect the chimney and prepare a report detailing any recommended work with an implementation plan. Execute any necessary work to ensure the chimney is structural sound and weathertight. Work is to be completed in a sensitive manner to avoid causing damage to the historic fabric or visually impacting the historic character.

Recommended Completion: 2024



4. Provide a termite / wood destroying organism (WDO) report indicating a termite free condition or take recommended actions within the report if pests are present.

Recommended Completion: 2024



5. Where clay tubes are extant, remove existing exposed mesh covering and re-install mesh within interior of clay tube so mesh is appropriately concealed from view. Gently remove overpaint from clay to restore historic, unpainted finish.

Recommended Completion: 2025



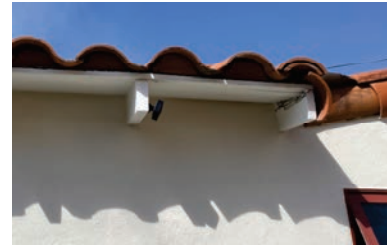
6. Restore clay tube vents where missing using extant originals as model.

Recommended Completion: 2025



7. Gently scrape paint, sand, and make repairs to wood rafter tails by filling minor damaged areas with epoxy or by splicing larger damaged sections and replacing in kind. Reapply protective coating.

Recommended Completion: 2025



8. Develop a comprehensive landscape and hardscape plan for property that identifies existing conditions and proposed landscape and hardscape to be approved by the City. Implement per approvals. Address incompatible concrete block wall along west property line by replacing with more appropriate material or by refinishing with stucco. Restore cracked concrete hardscaping along west elevation in kind or with an equally compatible material.

Recommended Completion: 2026



9. Refinish main entry door. Gently clean and scrape the surface, make any necessary repairs to wood, and re-apply stain to protect wood from moisture and sun damage. Inspect for proper operation and apply weatherstripping/flashing to ensure proper seal. Replace incompatible, contemporary hardware with new that is more compatible with the historic character of the property in terms of style and materials.

Recommended Completion: 2026



10. Gently scrape and remove failing, non-original paint from concrete porch and stairs. Repair any damaged or cracked concrete in kind, using mixture to match existing in terms of aggregate and scoring pattern.

Recommended Completion: 2026



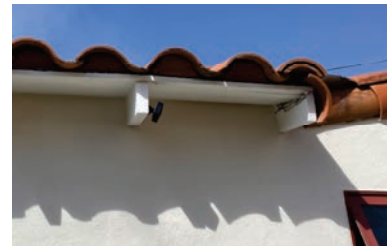
11. Inspect wood windows, doors, and trim. Gently remove existing paint, sand, and make repairs to any deteriorated wood and repaint in the same or historically appropriate color. Inspect for proper operation and seal, make related repairs as needed.

Recommended Completion: 2026



12. Prep, patch, repair and repaint exterior wood elements (wood eaves, rafters, posts and beams) as needed in the same or historically appropriate color.

Recommended Completion: 2027



13. Replace all incompatible vinyl and metal windows with new wood windows that are compatible with the historic character of the property. Selection of new windows to be based on documentary and/or physical evidence, such as extant original.

Recommended Completion: 2027



14. Remove all security bars from windows where existing. Repair stucco where necessary after removal.

Recommended Completion: 2027



15. Repaint grill that is in poor condition or remove non-historic feature.

Recommended Completion: 2027



16. When existing non-original railing reaches the end of its useful life, restore original railing design based on documentary of physical evidence if available, or replace with new railing design that is more compatible with the historic character of the property in terms of scale and style.

Recommended Completion: Ongoing



17. Inspect landscaping at least once per year to ensure plants/branches are kept trimmed away from building to prevent moisture/insect damage and debris build-up to structure, exterior materials, and finishes.

Recommended Completion: Ongoing



18. Inspect exterior stucco for damage such as hairline cracks and make repairs using stucco that matches the existing in terms of finish.

Recommended Completion: Ongoing



19. Treat property for termites and any other insects or pests, such as rats, thereby preventing damage to historic fabric.

Recommended Completion: Ongoing



20. Property owner should inspect annually for termite, weather, or other damage and make related repairs in kind as needed. If deterioration necessitates replacement, features should be replaced in kind

Recommended Completion: Ongoing



**CITY OF SAN CLEMENTE
MINUTES OF THE REGULAR MEETING OF THE
DESIGN REVIEW SUBCOMMITTEE
SEPTEMBER 13, 2023**

Subcommittee Members Present: Chair M. Steven Camp; Vice Chair Cosgrove;
Committee Member Bart Crandell

Subcommittee Members Absent: None

Staff Present: Jonathan Lightfoot, Economic Development Officer; David Carrillo, Assistant Planner; Karla Morales, Community Development Technician; John Ciampa, Contract Planner

1. MINUTES

A. Review and file continued minutes of the Design Review Subcommittee meeting of August 23, 2023

2. ARCHITECTURAL REVIEW OF THE FOLLOWING ITEMS:

A. City Antenna Permit 23-246, AT&T Wireless Facility at San Gorgonio Park (Ciampa)

A request to replace an existing light standard pole and install antennas and equipment. Ground improvements include the expansion to the existing Verizon equipment enclosure for AT&T equipment in the San Gorgonio City Park at 2916 Via Gorgonio.

Contract Planner John Ciampa summarized the staff report.

Chair Camp opened the item for public comments.

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

- The expanded ground mounted equipment enclosure for the project should be revised from a chain-link fence to a block wall with a roof or trellis cover. The lid to the structure should be a design that would not affect the facility's operations.
- The design of the enclosure should be consistent with the other structures in the park.
- A landscape buffer of approximately six feet around the enclosure should be incorporated into the project design to limit visibility and soften the view of the enclosure.

The Subcommittee supported the project with the recommended modifications and forwarded it to the Zoning Administrator for consideration. The Subcommittee recommended that staff discuss, through the leasing process, whether the City Council would like to establish a limit to the number of facilities at city parks.

B. Historical Property Preservation Agreement 23-204, Thompson Residence, 166 West Avenida Alessandro (Carrillo/Morales)

A request for a Mills Act agreement between the City and the owners of a historic private residence at 166 W Avenida Alessandro.

Staff seeks DRSC concurrence with the recommended work list and timeline 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, 2023 so the County can assess the property in 2024 based on the Mills Act restricted valuation of the property.

Assistant Planner David Carrillo and Community Development Technician Karla Morales summarized the staff report. The property owners, Scott and Jessye Thompson, were also present.

Chair Camp opened the item for public comments. Scott and Jessye Thompson, property owners, expressed support of the work list and asked for clarification on item #6 related to the front door, and item #14 related to concrete. Staff will follow up with the consultant, GPA Consulting, to clarify item #14 and communicate the intention of that task to the property owners before City Council review of the contract.

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

- The termite report should be required in the first year of the contract (2024). If the property owners are able to provide a termite report from the prior year, that would also suffice.
- Sufficient separation should be provided between the building and landscaping (item #5). Gravel providing the separation may be sufficient to satisfy this item.
- Modify item #6 related to the front door, to add language clarifying that the primary door shall be restored if documentation is found to document that it is original. If documentation is not found, the original finish of the existing door shall be restored.

The Subcommittee supported moving the application forward to the City Council for consideration.

C. Historical Property Preservation Agreement 23-240, Casa Higuera, 233 Avenida Santa Barbara (Carrillo/Morales)

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

Staff seeks DRSC concurrence with the recommended work list and timeline 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, 2023 so the County can assess the property in 2024 based on the Mills Act restricted valuation of the property.

Assistant Planner David Carrillo indicated that the property owner, Paul Parsons, was not present at the meeting.

Chair Camp opened the item for public comment.

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

- Indicated that the Subcommittee reviewed the project and agrees with the list of improvements for the Mills Act.
- The termite report should be required in the first year of the contract (2024). If the property owners are able to provide a termite report from the prior year, that would also suffice.

The Subcommittee supported moving the application forward to the City Council for consideration.

D. Cultural Heritage Permit 22-148 , Nielsen Residence Addition, 222 West Mariposa (Wright)

A request to consider: 1) an addition and exterior changes to a historic single-story residence, 2) construction of a detached garage with an Accessory Dwelling Unit on the second floor that requires a height limit increase, and 3) changes to the garden landscape and hardscape. The site is located at 222 West Mariposa.

Associate Planner II Christopher Wright summarized the staff report.

Chair Camp opened the item for public comments.

The applicant, David Nielsen, and project architect, Michael Luna, spoke in favor of the project, explained the rationale for design changes, and encouraged support. Mr. Nielsen supported the inclusion of a Mills Act agreement condition for the sidewalk installation tied to the death of the significant trees, and expressed willingness to work with staff on clear wording within the appended task to the Mills Act Agreement.

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

- The architectural changes address prior historic preservation issues regarding inseting the addition from the original footprint and moving the second story addition further to the rear, no longer above the original roofline.

- Supported a garden wall to protect and preserve the landscaping at the property and reduce trespassing. The DRSC supported wrought-iron, a terra cotta cap wall, or stucco cap that looks traditional.
- Supported the requested height of the Accessory Dwelling Unit (ADU), noting the building has a 5-foot side and rear setback, in excess of the required 4-foot ADU setbacks, and has a substantial front yard setback with expansive landscaping.
- Recommended softening the roof deck parapet to better indicate the space is for usage, not an equipment well. The applicant was encouraged to work with the architect to explore ideas for this, such as a terra cotta cap or potted plants with foliage.

The Subcommittee supported the project’s advancement to the Planning Commission hearing for consideration.

3. NEW BUSINESS

None

4. OLD BUSINESS

None

5. ORAL AND WRITTEN COMMUNICATION

None

ADJOURNMENT

Adjourned to the September 27, 2023 DRSC meeting at 3:00 p.m., San Clemente City Hall, First Floor Community Room, 910 Calle Negocio, San Clemente, CA.

Respectfully submitted,



M. Steven Camp, Chair

Attest:



Jonathan Lightfoot, Economic Development Officer