

BENICIA HISTORIC PRESERVATION REVIEW COMMISSION

CITY HALL COMMISSION ROOM

REGULAR MEETING AGENDA

Thursday, November 15, 2007

6:30 P.M.

I. CALL TO ORDER

A. Pledge of Allegiance

B. Roll Call of Commissioners

C. Reference to Fundamental Rights of Public - A plaque stating the Fundamental Rights of each member of the public is posted at the entrance to this meeting room per Section 4.04.030 of the City of Benicia's Open Government Ordinance.

II. OPPORTUNITY FOR PUBLIC COMMENT

A. WRITTEN

B. PUBLIC COMMENT

III. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Historic Preservation Review Commission or a member of the public by submitting a speaker slip for that item.

*

Any Item identified as a Public Hearing has been placed on the Consent Calendar because it has not generated any public interest or dissent. However, if any member of the public wishes to comment on a Public Hearing item, or would like the item placed on the regular agenda, please notify the Community Development Staff either prior to, or at the Historic Preservation Review Commission meeting, prior to the reading of the Consent Calendar.

A. Approval of Agenda

B. Approval of Minutes of October 25, 2007

C. 171 WEST H STREET – MILLS ACT CONTRACT – Public Hearing

07PLN-75 APN: 89-044-190

PROPOSAL:

The applicant requests approval of a Mills Act Contract with the City of Benicia for this property.

Recommendation:

Approve Mills Act contract and recommend City Council approval.

D. 270 WEST H STREET – MILLS ACT CONTRACT – Public Hearing

07PLN-77 APN: 89-111-020

PROPOSAL:

The applicant requests approval of a Mills Act Contract with the City of Benicia for this property.

Recommendation:

Approve Mills Act contract and recommend City Council approval.

E. 441 WEST J STREET – MILLS ACT CONTRACT – Public Hearing

07PLN-82 APN: 87-152-150

PROPOSAL:

The applicant requests approval of a Mills Act Contract with the City of Benicia for this property.

Recommendation:

Approve Mills Act contract and recommend City Council approval.

IV. REGULAR AGENDA ITEMS

A.

242 WEST I STREET – DESIGN REVIEW AND MILLS ACT CONTRACT

07PLN-87 Design Review and 07PLN-81 Mills Act Contract

242 West I Street, APN: 89-042-190

PROPOSAL

The applicant requests approval for exterior modifications to the existing single-family residence located at 242 West I Street within the Downtown Historic District. The modifications include foundation repair and leveling, front porch re-construction, shed conversion, rear deck construction, window treatments, and architectural detailing. The applicant also requests approval of a Mills Act Contract with the City of Benicia for this property.

Recommendation:

Approve design review for exterior alterations to the existing single-family residence, based on the findings, and subject to the conditions listed in the proposed resolution.

Recommendation:

Approve Mills Act contract and recommend City Council approval.

V. COMMUNICATIONS FROM COMMISSIONERS

VI. COMMUNICATIONS FROM STAFF

A. HISTORIC SURVEY AD HOC COMMITTEE UPDATE

VII. ADJOURNMENT

Public Participation

The Benicia Historic Preservation Review Commission welcomes public participation.

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is not on the agency's agenda for that meeting. The Historic Preservation Review Commission allows speakers to speak on agenda and non-agenda matters under public comment. Comments are limited to no more than 5 minutes per speaker. By law, no action may be taken on any item raised during the public comment period although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the Historic Preservation Review Commission.

Should you have material you wish to enter into the record, please submit it to the Commission Secretary.

Disabled Access

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the ADA Coordinator, at (707) 746-4211. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Meeting Procedures

All items listed on this agenda are for Commission discussion and/or action. In accordance with the Brown Act, each item is listed and includes, where appropriate, further description of the item and/or a recommended action. The posting of a recommended action does not limit, or necessarily indicate, what action the Commission may take.

The Historic Preservation Review Commission may not begin new public hearing items after 11 p.m. Public hearing items, which remain on the agenda, may be continued to the next regular meeting of the Commission, or to a special meeting.

Pursuant to Government Code Section 65009; if you challenge a decision of the Historic Preservation Review Commission in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Historic Preservation Review Commission at, or prior to, the Public Hearing. You may also be limited by the ninety (90) day statute of limitations in which to file and serve a petition for administrative writ of mandate challenging any final City decisions regarding planning or zoning.

Appeals of Historic Preservation Review Commission decisions that are final actions, not recommendations, are considered by the Planning Commission. Appeals must be filed in the Community Development Department in writing, stating the basis of appeal with the appeal fee within 10 business days of the date of action.



**BENICIA HISTORIC PRESERVATION REVIEW COMMISSION
CITY HALL COMMISSION ROOM**

REGULAR MEETING MINUTES

**Thursday, October 25, 2007
6:30 P.M.**

I. CALL TO ORDER

A. Pledge of Allegiance

B. Roll Call of Commissioners

Present: Commissioners Conlow, Donaghue, Haughey, Mang, Wilson and Chair Delgado

Absent: Commissioner White (excused)

Staff Present:

Damon Golubics, Acting Community Development Director

Mike Marcus, Assistant Planner

Amy Million, Consulting Planner

Gina Eleccion, Management Analyst

C. Reference to Fundamental Rights of Public - A plaque stating the Fundamental Rights of each member of the public is posted at the entrance to this meeting room per Section 4.04.030 of the City of Benicia’s Open Government Ordinance.

II. OPPORTUNITY FOR PUBLIC COMMENT

A. WRITTEN

Comments were received and distributed to the Commissioners and public.

B. PUBLIC COMMENT

None.

III. CONSENT CALENDAR

Commissioner Conlow requested Item IVA – 126 East E Street be moved to the end of the agenda.

On motion of Commissioner Donaghue, seconded by Commissioner Mang, the Consent Calendar, as amended by Commissioner Conlow, was approved by the following vote:

- Ayes: Commissioners Conlow, Donaghue, Haughey, Mang, Wilson and Chair Delgado
- Noes: None
- Absent: Commissioner White
- Abstain: Commissioner Haughey (abstention on Item III-D); Chair Delgado (abstention on Item III-B)

- A. Approval of Agenda**
- B. Approval of Minutes of September 27, 2007**
- C. Approval of 2008 HPRC Meeting Schedule**
- D. PERROTIS APARTMENT BUILDING EXTERIOR RENOVATION**
07PLN-70 Design Review
1004-1016 West Third Street APN: 0087-162-180

PROPOSAL:

The applicant requests approval for the new construction of a sixty-nine foot and nine inch (69’9”) long, five foot (5’) wide balcony with three (3) partitions along the Southeast side of the apartment building; replacement of four (4) six foot (6’) windows with six foot (6’) sliding vinyl double pane doors white in color along the southeast side; new construction of a second-story six foot (6’) white, vinyl double pane window with grids on the northeast side of the building fronting the alley; and, replacement of four (4) single aluminum pane windows with white, vinyl double pane windows with grids on the Southeast side.

Recommendation: Approve design review request for a new rear balcony deck and window and door replacement, based on the findings and conditions in the proposed resolution.

RESOLUTION NO. 07- 19 (HPRC) - A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA APPROVING A DESIGN REVIEW PERMIT FOR A BALCONY AND ANCILLARY EXTERIOR UPGRADES OF A 7-UNIT APARTMENT BUILDING AT 1004-1016 WEST 3RD STREET (07PLN-70)

IV. REGULAR AGENDA ITEMS

- B. 224 WEST I STREET – DESIGN REVIEW AND MILLS ACT CONTRACT**
07PLN-74 Design Review and 07PLN-69 Mills Act Contract
224 West I Street, APN: 89-042-070

PROPOSAL

The applicant requests approval for exterior modifications to the existing single-family residence located at 224 West I Street within the Downtown Historic District. The modifications include removal of asbestos siding, restoration of deteriorated wood siding, replacement of gutters, restoration/reconstruction of architectural details around the bay windows, reconstruction of a rear-facing second story balcony, and placement of decorative medallions above windows. The applicant also requests approval of a Mills Act Contract with the City of Benicia for this property.

Recommendation: Approve design review for exterior alterations to the existing single-family residence, based on the findings, and subject to the conditions listed in the proposed resolution.

Recommendation: Approve Mills Act contract and recommend City Council approval.

Mike Marcus, Assistant Planner, gave an overview of the project. Commissioners discussed the alterations proposed.

The public hearing was opened.

Mr. Navas, Applicant – He commented on the work that has been done on his property. They are planning a small balcony that is primarily cosmetic. He is willing to make the project comply with the Commission's conditions.

Commissioners Haughey, Wilson and Donaghue stated that they had ex-parte communication with the property owners.

A recess was called at 6:46 p.m. The meeting was reconvened at 6:48 p.m. Commissioner Haughey recused herself due to property ownership within 500' of the project.

Commissioners discussed the history of the balcony and stairs. Mike Marcus commented that staff has visited the site multiple times, and it is obvious that there is a door, but no physical evidence of a porch. There was a question regarding the use of Sanborn maps.

Jon Van Landschoot, 175 West H Street – He stated his concern with the roof that was put on and wants staff to be more careful with that.

The public hearing was closed.

Commissioners discussed the proposal. Commissioners would like to see the final design of the balcony before it gets constructed. There was concern over the roofing material used. Commissioners would like to see the rosettes replicated to match the original.

Commissioner Wilson proposed the following amendments:

1. Balcony reviewed by Commission for final design;

- 2. Rosettes to be 5” diameter (B3102 from product guide)

RESOLUTION NO. 07-20 (HPRC) A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA APPROVING DESIGN REVIEW PERMIT FOR THE EXTERIOR ALTERATIONS TO THE SINGLE-FAMILY RESIDENCE LOCATED AT 224 WEST I STREET (07PLN-74)

On motion of Commissioner Wilson, seconded by Commissioner Conlow, the above Resolution, as amended, was approved by the following vote:

Ayes: Commissioners Conlow, Donaghue, Mang, Wilson and Chair Delgado
Noes: None
Absent: Commissioner White
Abstain: Commissioner Haughey

RESOLUTION NO. 07-21 (HPRC) - A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 224 WEST I STREET

On motion of Commissioner Wilson, seconded by Commissioner Conlow, the above Resolution was approved by the following vote:

Ayes: Commissioners Conlow, Donaghue, Mang, Wilson and Chair Delgado
Noes: None
Absent: Commissioner White
Abstain: Commissioner Haughey

C. 129 WEST I STREET – DESIGN REVIEW AND MILLS ACT CONTRACT

07PLN-63 Design Review and 07PLN-72 Mills Act Contract
129 West I Street
APN: 0089-043-160

PROPOSAL:

The applicant requests approval for exterior alterations to the existing single-family residence located at 129 West I Street within the Downtown Historic District. The modifications include a major historic rehabilitation of the front and west elevations. The applicant also requests approval of a Mills Act Contract with the City of Benicia for this property.

Recommendation: Approve design review for exterior alterations to the existing single-family residence, based on the findings, and subject to the conditions listed in the proposed resolution.

Recommendation: Approve Mills Act contract and recommend City Council approval.

Amy Million, Consulting Planner, gave an overview of the project. She noted that this project has been evaluated based on rehabilitation.

Commissioners commented on the lack of a DPR form for this property. Commissioner Haughey showed examples of similar properties that have added porches, and Carol Roland is recommending these properties be delisted.

Commissioners discussed the examples of the other properties with the porches shown.

The public hearing was opened.

Rod Sherry, Applicant – He noted that the home was uninhabitable when he purchased the home. Originally, he intended on redoing the house, however with the property recommended for delisting, he still needs design review approval for the modifications. The addition is proposed to make the house more livable. He would like the front porch, but would be open to removing the request for the wrap-around porch.

Donald Dean, 257 West I Street – He appreciates the foundation work that has been done. He commented that the Mills Act should be applied with some strictness. He would like to see the work done, but there should be balance with the historic integrity.

Mark Hajjar, 924 West 8th Street – He commented that this is a major project and the applicant should be encouraged to continue with his proposal with the guidance of the Commission.

Jon Van Landschoot, 175 West H Street – He does not think this project meets the Secretary of the Interior Standards. He appreciates the effort to have the house rehabilitated, but wants to make sure the standards are applied. The Mills Act should be seen as a benefit, not a right.

The public hearing was closed.

Rod Sherry, Applicant – He noted that there were multiple additions done on the house. There was a porch with a roof put on around 1940. He would like to extend the roofline to match the addition from the 1920's.

Commissioners discussed the project. Commissioners would like to see a DPR form on this property. The Commissioners stated concern with bringing the home back to retaining its historic integrity prior to being eligible for the Mills Act.

Commissioners discussed the specific design elements of the project. The porch is being reconstructed. There needs to be strong physical evidence of the previous porch, otherwise the new porch needs to be differentiated.

Rod Sherry, Applicant – He noted that the windows proposed are wood, not clad. In addition, the windows are not going to be moved. He supports replicating the porch in the 1969 photo. The Commission does not want to see divided lights in the windows.

Commissioners discussed the addition and the need for differentiation.

Rod Sherry, Applicant – He noted that his main goal is to get his family into the home.

Commissioner Donaghue proposed the following amendments:

1. Delete the reference to wood clad windows;
2. Windows shall maintain historic proportions and be non-divided;
3. West porch shall be moved forward and reconstructed per Standard 6 of the Secretary of the Interior Standards;
4. Add Condition #13 – This approval does not constitute approval of a Mills Act contract, and exterior changes suggested by the Historic Preservation Review Commission could disqualify the property from eligibility for a Mills Act contract. Prior to additional modifications, the property owner should consult an historic architect.
5. The front porch shall be designed based on the 1969 photograph and shall not extend beyond the width of the house.

RESOLUTION NO. 07-22 (HPRC) - A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA APPROVING DESIGN REVIEW PERMIT FOR THE EXTERIOR ALTERATIONS TO THE SINGLE-FAMILY RESIDENCE LOCATED AT 129 WEST I STREET (07PLN-63)

On motion of Commissioner Donaghue, seconded by Commissioner Haughey, the above Resolution was approved by the following vote:

Ayes: Commissioners Conlow, Donaghue, Haughey, Mang, Wilson and Chair Delgado
 Noes: None
 Absent: Commissioner White
 Abstain: None

RESOLUTION NO. 07- (HPRC) - A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 129 WEST I STREET

On motion of Commissioner Donaghue, seconded by Commissioner Delgado, approval of the above Resolution was continued, pending historic evaluation, by the following vote:

Ayes: Commissioners Conlow, Donaghue, Haughey, Mang, Wilson and Chair Delgado
 Noes: None

Absent: Commissioner White
Abstain: None

A. 126 EAST E STREET – DEMOLITION PERMIT
126 East E Street, APN: 89-372-050 and 89-372-060

PROPOSAL

The proposed project consists of demolishing the existing building located on the northern side of the lot, which is currently used as an office. This building is designated as a potentially contributing structure in the Downtown Historic Conservation Plan.

Recommendation: Approve a permit for demolition of a structure at 126 East E Street because it no longer retains substantial historical, architectural or cultural interest or value; and adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the project, based on the findings, and subject to the conditions listed in the attached resolution.

Chair Delgado and Commissioner Donaghue recused themselves on this project.

A recess was called at 8:08 p.m. The meeting was reconvened at 8:15 p.m.

Gina Eleccion gave an overview of the project.

The public hearing was opened.

Pat Donaghue, Applicant – He gave a history of the project. The project has been previously reviewed. Staff was directed to prepare an Initial Study identifying the impacts of the demolition only. The adequacy of the Initial Study/Mitigated Negative Declaration is the only issue at this point. Any future proposal will meet the criteria in the Downtown Mixed Use Master Plan.

Ken Buske, 302 Marina Village Way – He supports demolition of the existing structure.

Donald Dean, 257 West I Street – He questioned if a new Initial Study will be prepared when a new design is submitted. The issue over the demolition is not a new issue.

Jon Van Landschoot, 175 West H Street – He agrees with staff that the entire project needs to be evaluated in the Initial Study. He would like to see this project move forward with a design that complies.

Steve Gizzi – He stated that he was one of the Council Members to vote to form this Commission. He commented that the intent of the Commission is to preserve and protect the valuable historic assets. He noted that not everything that is old, is historic. There are questions as to the historic integrity of the structure.

Gretchen Burgess, 28 Buena Vista – She commented that this building has no historic significance. She does not believe that demolition of this structure will impact Benicia. There are many buildings that have been neglected. All time delays cost the applicant money.

Pat Donaghue, Applicant – He commented on the amount of work that has been done already. He does not have a project proposal to submit at this point. He will design his project based on the Downtown Mixed Use Master Plan.

The public hearing was closed.

Commissioners discussed the project and the demolition process. Damon Golubics noted that there is no excuse for staff’s error regarding the demolition process.

Commissioner Conlow questioned if a variance can be granted regarding the process.

Commissioner Wilson commented that it is unfortunate, but there is a need to identify the impacts of the entire project.

Patrick Donaghue, Applicant – He questioned what the Commission wants in terms of design of the project. He requested a finding to provide guidance on his project. Staff suggested scheduling a workshop to discuss the design of the project.

RESOLUTION NO. 07- (HPRC) - A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING APPROVAL OF A DEMOLITION PERMIT AND ASSOCIATED INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION FOR A PROJECT LOCATED AT 126 EAST E STREET (06PLN-52)

On motion of Commissioner Wilson, seconded by Commissioner Haughey, the above Resolution was denied by the following vote:

- Ayes: Commissioners Conlow, Haughey, Mang and Wilson
- Noes: None
- Absent: Commissioner White
- Abstain: Commissioner Donaghue and Chair Delgado

V. COMMUNICATIONS FROM COMMISSIONERS

None.

VI. COMMUNICATIONS FROM STAFF

- A. HISTORIC SURVEY AD HOC COMMITTEE UPDATE**
Gina Eleccion gave an update on the progress of the committee.

Damon Golubics, Acting Department Head, noted that an appeal was filed on 149 West F Street. This will be going to the Planning Commission on December 13th. In addition, Damon Golubics noted that Charlie Knox will be returning to the office on October 29th.

VII. ADJOURNMENT

Chair Delgado adjourned the meeting at 9:10 p.m.

AGENDA ITEM
HISTORIC PRESERVATION REVIEW COMMISSION MEETING
NOVEMBER 15, 2007
CONSENT CALENDAR

DATE : November 5, 2007
TO : Historic Preservation Review Commission
FROM : Mike Marcus, Assistant Planner
SUBJECT : **APPROVAL OF A MILLS ACT CONTRACT AT
171 WEST H STREET**

RECOMMENDATION:

Adopt a resolution recommending that the City Council authorize the City Manager to enter into a Mills Act Contract with the property owners of 171 West H Street in the City of Benicia.

EXECUTIVE SUMMARY:

The property owners of 171 West H Street request approval of a Mills Act Contract, as provided by the City of Benicia's Mills Act Program.

The Mills Act Program, enacted by the State of California in 1972, encourages the restoration and preservation of qualified historic buildings through economic incentive and authorizes its implementation by local governments. In 2003, Council approved the City of Benicia Mills Act Program and assigned initial review and recommendation of Mills Act Contract applications to the Historic Preservation Review Commission (Resolution 03-12). The program incentive consists of an alternative method for determining property value for tax assessment purposes. Benicia's Mills Act Program is available to both residential and non-residential properties.

Staff has determined the property at 171 West H Street meets the eligibility requirements for the Mills Act Program and all application requirements have been satisfied.

BUDGET INFORMATION:

An approved Mills Act Contract would reduce the property taxes collected from 171 West H Street. Currently, the property owner pays approximately \$7,100 in property taxes. Should the Mills Act Contract be recommended by the Historic Preservation Commission and approved by City Council, property taxes could be adjusted to approximately \$890 per year.

The City collects 26% of paid property taxes. Without a Mills Act Contract, the City would receive about \$1,850 per year from 171 West H Street. Should the Mills Act Contract be approved, the City would lose approximately \$1,600 per year.

No other budget impacts are anticipated.

ENVIRONMENTAL ANALYSIS:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that work on historic resources that is consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* is categorically exempt from further CEQA review. In addition, Mills Act contracts require that all work performed subsequent to entering into a contract is consistent with those standards.

BACKGROUND:

On October 1, 2007, William and Susan Venturelli, owners of the residence at 171 West H Street applied to enter into a Mills Act Contract with the City of Benicia.

The property is listed as a potentially contributing building in the City's Downtown Historic Conservation Plan. The subject building is in good condition with almost all of the character defining features intact and in good repair (see attached Department of Parks and Recreation (DPR) form 523A & B). The applicant has met all of the submittal requirements.

In 2004 the City of Benicia hired an outside historic expert, Carol Roland of Roland-Nawi Associates, to perform a survey and analysis of historic properties in the Downtown Historic Overlay District. Ms. Roland's analysis, as outlined in Department of Parks and Recreation (DPR) Form 523 A & B, dated November 20, 2004, states that this residence should be elevated to the status of a contributing building within the district. She also noted that the porch posts, closed rail and stepped balustrade suggest that the porch, or parts of it, may have been added in the 1920's, which is still in the period of significance. The principal character-defining features of this style of building as exhibited on the subject property, are as follows:

1. Front gabled roof with discontinuous band of trim across the gable end.
2. Band of trim beneath the cornice of the main roof and the porch roof.
3. Full façade porch

SUMMARY:

Site Description

The property is located on the north side of West H Street, on the block between West First and Second Streets. The site is 0.11 acres, or 4,791 square feet with terrain that generally consists of a flat plateau, elevated from the street. This is a one-story, three-bedroom home with a total of 1,305 square feet that has a north facing front entrance.

Project Description

Built circa 1870, the house is in fairly good condition and retains much of its historic integrity. Rehabilitation of the property includes the following work items:

1. Replace fence around property

1. Replace fence around property
2. Replace existing front door with original door
3. Repair dry rot on front porch columns and steps
4. Reface garage door with siding to match house siding
5. Replace front window with historically appropriate double-hung wood windows
6. Repair front porch, including porch posts
7. Remove brick/cement steps, walkway and half-columns at front entry; replace with historically appropriate concrete or stone entry features
8. Paint entire residence
9. Replace wood retaining wall along front property line and driveway with concrete or stone retaining wall
10. Replace aluminum windows on east-facing side of house with wood windows; where necessary, repair wood sashes
11. Replace aluminum windows on west-facing side of house with wood windows where necessary, repair wood sashes
12. Rehabilitation of and where necessary, in-kind replacement of damaged siding (where necessary)
13. Replacement of existing gutters with historically appropriate gutters; repair trim that was altered to accommodate existing gutters on the east-facing side of the house
14. Remove non-original/non-historic garden window on east-facing side of house; replace with double-hung wood sash window
15. On-going maintenance and repair

This rehabilitation work is consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* as demonstrated by the attached checklist. This scope of work is appropriate for Mills Act contracts.

Secretary of the Interior's Standards for Treatment of Historic Properties

As a designated contributing historic structure and pursuant to the Mills Act Contract, all exterior changes must comply with the Secretary of the Interior's Standards. According to the Standards:

“...where an important architectural feature is missing, its replacement is always recommended in the Rehabilitation guidelines as the first, or preferred, course of action. If adequate documentation exists so that the feature may be accurately reproduced, and if it is desirable to re-establish the feature as part of the building's historical appearance, then designing and constructing a new feature based on such information is appropriate. When replacing a missing historic feature such as an entrance or porch, the Standards recommend restoration based on historical, pictorial, and physical documentation; a new design that is compatible with the historic character building. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered. “

Downtown Historic Conservation Plan

The DHCP contains Design Guidelines for historic buildings. The guidelines are intended to guide renovation work. Four policies direct the course of action when renovating historic properties; these include:

- Policy 1: Design Integrity. Maintain the design integrity and distinguishing features of historic buildings.
- Policy 2: Façade Elements and Details. Retain the traditional façade elements, proportions and architectural details which give historic buildings their special character and use appropriate replacements where necessary.
- Policy 3: Integrity of Materials. Maintain the integrity of original building materials.
- Policy 4: Appropriate Materials, Colors, and Finishes. Promote the use of appropriate materials in restorations, renovations and additions to historic and colors which complement their styles and particular combination of building materials.

Given the proposed work schedule, the following guidelines are recommended for this property:

2.1 – Architectural elements such as porches, steps and railings should not be removed. Replacements, where required, should be similar in character to the original.

2.2 – Maintain the proportions of existing door and window openings and the pattern of existing window sash in replacement work or additions.

2.3 – New or replacement window sash should match the original sash in thickness, depth, pattern and finish. Where the original has been completely removed, new windows should match the existing unless a replacement program for the entire façade using the original style sash is undertaken.

3.1 – Original siding material should not be replaced, covered over or clad with another material such as stucco, wood or composition shingles, aluminum siding, and the like.

3.2 – Where original materials have been covered over, use the gentlest means possible to remove them. Certain cladding such as stucco may be difficult, if not impossible, to remove without destroying the underlying material.

3.3 – Where inappropriate or later materials have been removed, they should be replaced with the original material.

4.1 – Use original materials wherever possible in restoration, renovation, or repair work and use the same materials for building additions.

4.2 – When necessary to substitute a material, take care that its outward appearance, durability, texture and finish will be as close as possible to that of the original. If the original material was painted, be sure that the substitute will accept and retain the same painted finish.

4.3 – Wood window sash is preferred for historic buildings. Vinyl clad wood or factory finished (i.e. baked enamel) aluminum frames may be acceptable as long as the original design can be duplicated.

4.4 – Materials or colors listed as inappropriate for new construction are also inappropriate for historic buildings (New Construction – Policy 4: Accessory buildings such as garages, storage sheds, studios or workshops should be compatible with the main structure and detailed in accordance with the structure’s visual prominence and function.).

4.5 – Paint colors and color schemes should be appropriate to the style and design intent of the building. Some examples follow: (1) Italianate or classical – monochrome, white or off-white; contrasting window sash (optional).

With regards to site improvements:

1.1 – Landscaping with live plant material shall be the principal plant treatment of front and exterior side yards.

1.2 – Mature trees, especially those with historic ties to the building or the city’s development shall be retained unless diseased, hazardous or located such that development of the property is unduly constrained. “Volunteer” trees, whether mature or not, may be removed, subject to required approvals, if crowding or overgrown conditions exist.

1.3 – Paving in front and exterior side yards shall be kept to the minimum area necessary for circulation and maintenance of plant material

3.5 – Retaining walls should be constructed of dressed stone, field stone, or textured or split faced concrete block or poured concrete designed to resemble stone. Plain or rough textured poured concrete walls higher than 12 inches or plain cinderblock masonry unit walls are inappropriate.

Conclusion

The improvements listed in the Architectural Rehabilitation and/or Restoration Schedule (Exhibit C of Attachment E) are consistent with historic preservation goals established by the City of Benicia. The General Plan Goal 3.1 is to “Maintain and enhance Benicia’s historic character.” This rehabilitation work is also consistent with the *Secretary of the Interior’s Standards for the Treatment of Historic Properties* (see Attachment A). The work described herein is appropriate to execute this Mills Act Contract.

Carol Roland’s analysis states that the building was built around 1870, therefore meeting the Mills Act eligibility criteria by means of age. This is critical because the Downtown Historic Conservation Plan has categorized it as a potentially contributing building, which alone would not make it eligible for a Mills Act contract. Ms. Roland does state that the building should be elevated to a contributing status, however the survey that she performed has not yet been

adopted. Once the surveys that Ms. Roland put together are adopted, the property will also meet the criteria relating to contributing buildings.

FURTHER ACTION:

The recommendation of the Historic Preservation Review Commission will be forwarded to the City Council for final action. The decision of the Historic Preservation Review Commission may be appealed to the Planning Commission within ten business days.

Attachments:

- ❑ Checklist for the Secretary of the Interior's Standards for Rehabilitation
- ❑ Department of Parks & Recreation (DPR) Form A & B
- ❑ Draft Resolution recommending City Council approval of a Mills Act Contract for 171 West H Street
- ❑ Draft Contract
 - Exhibit A: Legal Description of Property
 - Exhibit B: Secretary of the Interior Standards for
 - Exhibit C: Architectural Rehabilitation and/or Restoration Schedule

ATTACHMENT A

**CHECKLIST FOR THE SECRETARY OF THE
INTERIOR'S STANDARDS FOR
REHABILITATION**

Secretary of Interior's Standards for Rehabilitation
Mills Act Contract (07PLN-0075)
171 West H Street, Benicia, CA

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, rehabilitation may be considered as a treatment.

The bold text is the applicable Secretary of Interior's Standard for Rehabilitation guideline. The regular text is staff's response about how the particular guideline or policy relates to the proposed project.

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.**
The existing residential use will not change.

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.**

The structure at 171 West H Street is a Greek Revival style house. The principal character-defining features of this style of building as exhibited on the subject property, are as follows:

1. Front gabled roof with discontinuous band of trim across the gable end.
2. Band of trim beneath the cornice of the main roof and the porch roof.
3. Full façade porch

These character-defining features are still present and will be retained and preserved. The proposal does not involve the removal of distinctive materials or alteration of features, spaces and spatial relationship that characterizes the property.

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.**
This project does not involve adding conjectural features or elements from the other historic properties.

4. **Changes to a property that have acquired historic significance in their own right will be retained and preserved.**

According to Carol Roland, it is probable that the current porch with its battered posts, closed rail and stepped balustrade were added circa the 1920s. Although not part of the original building, this addition would possess historic significance in its own right. Garages built or added in the early part of the 20th century document the evolution of automobiles as they

became more common. The rehabilitation plan includes the rehabilitation of the garage, which will further enhance and preserved the historic property.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

The rehabilitation work plan included in the draft contract would preserve the distinctive materials, features, finishes and construction techniques of the property. The focus of the work plan is to repair the existing materials instead of replacement, wherever possible.

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.

The proposed rehabilitation would repair any distinctive materials, features, finishes and construction techniques of the building. Any future general maintenance performed during the term of the contract that involves deteriorated historic features that cannot be repaired will be replaced in-kind and will match the old in 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.

This standard does not apply to this project.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

This standard does not apply to this project.

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.

There are no new additions or related construction associated with this Mills Act Contract rehabilitation plan resulting in the destruction of historic materials, features and spatial relationship. The front porch and steps constructed in the 1920s is clad in a siding that differentiates from the original shiplap siding. The type of siding also differentiates the addition of a bathroom on the front, east-facing side of the residence, constructed in 1978. As part of the rehabilitation plan, the porch will be repaired including dry rot on the columns and steps. No new additions or new construction is proposed. Exterior alterations will be limited to repair or replacement in-kind therefore 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.

No new additions or related new construction is proposed and therefore the essential form and integrity of the historic property would not be impaired by future removal.

ATTACHMENT B

**DEPARTMENT OF PARKS AND RECREATION
FORMS 523 A & B**

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #: _____
 HRI # _____
 Trinomial _____
 NRHP Status Code: _____
 Other Listings _____
 Review Code _____ Reviewer _____ Date _____

*Resource Name or #: 171 West H Street

P1. Other Identifier: none

*P2. Location: *a. County Solano

b. Address: 171 West H Street

*c. City: Benicia Zip 94510

d. UTM: N/A

e. USGS Quad: Benicia T2N R3W MDM

*f. Other Locational Data (APN #): 89-044-19

*P3a. Description:

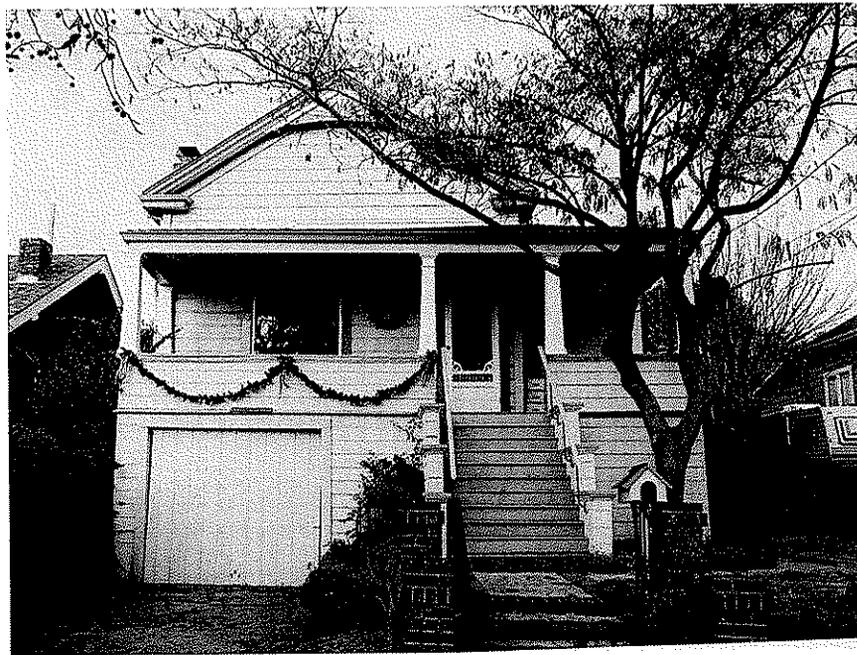
This residence has an L-shape plan consisting of a primary structure and a flat roof addition on the east side. The house is set on a raised foundation with a one and one-half story principal structure and a one-story side addition. The primary structure and the side addition are tied together by a spanning porch which wraps around the east side of the front façade. The principal structure is cross gable and hip roofed with a steep pitch and eave returns on the gable. In form and roof treatment it is similar to a number of Greek Revival residences that were built in Benicia circa 1870. The entry door is located on the east side of the front façade and a double hung window is placed on the west. The porch is covered by a flat roof which is supported on thin battered posts. The porch rail is closed and the wood stair is flanked by stepped balustrades. The porch posts, closed rail and the stepped balustrade suggest that the porch, or at least these parts of it, may have been added in the teens or 1920s and probably replaced an earlier stoop or porch. The basement story has been converted to a garage on the west side adjacent to the stair. The house is clad with clapboard.

*P3b. Resource Attributes: HP2

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

P5b. Description of Photo: Front façade, view north

P5. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



*P6. Date Constructed/Age: 1870
 Prehistoric Historic Both

*P7. Owner and Address:
 William and Susan Venturelli
 171 West H Street
 Benicia, CA 94510

*P8. Recorded by:
 Carol Roland
 Roland-Nawi Associates
 4829 Crestwood Way
 Sacramento, CA 95822

*P9. Date Recorded: 11-20-04

*P10. Type of Survey: Intensive
 Reconnaissance Other

Describe Eligibility Evaluation

*P11. Report Citation: none

*Attachments: NONE Map Sheet Continuation Sheet Building, Structure, and Object Record Linear Resource Record Archaeological Record District Record Milling Station Record Rock Art Record Artifact Record Photograph Record Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Identifier: 171 West H Street

*NRHP Status Code: 3D

B1. Historic Name: N/A

B2. Common Name: none

B3. Original Use: Residential

B4. Present Use: Residential

*B5. Architectural Style: Greek Revival

*B6. Construction History: Porch and balustrades appear to be replacement, probably added circa 1920.

*B7. Moved? No Yes Unknown

Date: N/A Original Location: same

*B8. Related Features: none

B9a. Architect: unknown

B9b. Builder: unknown

*B10. Significance: Theme: Benicia Downtown District Period of Significance: 1847-1940 Property Type:

Single Family Applicable Criteria: A / C

This is a Greek Revival house with a side (east) addition. Circa the 1920s it is probable that the current porch with its battered posts, closed rail and stepped balustrade were added. If this is the case, the changes were made within the period of significance of the Downtown Historic District. When the house was surveyed in 1986 it was evaluated as a possible contributor to the historic district. Given the age of the building and the fact that the current porch, although not typical of Greek Revival buildings, was added within the period of significance, the house should be elevated to the status of a contributing building within the district.

B11. Additional Resource Attributes: N/A

B12. References: McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred Knopf (1986); Bruegmann, Robert. *Benicia Portrait of an Early California Town: An Architectural History* (San Francisco: 101 Productions (1980); Woodbridge, Sally and Cannon Design Group. *Benicia, California: Downtown Historic Conservation Plan*. City of Benicia, 1990; Sanborn Map Benicia, CA. 1886; 1986 Benicia Historic Inventory form.

ATTACHMENT C
DRAFT RESOLUTION

RESOLUTION NO. 07- (HPRC)

A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 171 WEST H STREET

WHEREAS, the purpose of the Mills Act Program is to encourage the preservation, restoration and rehabilitation of historic properties within the City of Benicia; and

WHEREAS, the property at 171 West H Street is listed as a potential landmark building in the Downtown Historic Conservation Plan; and

WHEREAS, General Plan Goal 3.1 is to "Maintain and enhance Benicia's historic character" and preservation and rehabilitation of the historic building at 171 West H Street is consistent with this Goal; and

WHEREAS, all exterior work undertaken pursuant to the subject Mills Act Contract must be consistent with the Secretary of the Interior's Standards; and

WHEREAS, the City has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review; and

WHEREAS, the Historic Preservation Review Commission at a regular meeting on November 15, 2007 considered the Mills Act contract application of William and Susan Venturelli.

NOW, THEREFORE, BE IT RESOLVED THAT the Historic Preservation Review Commission of the City of Benicia hereby finds that:

The proposed application is consistent with General Plan Goal 3.1, as the proposed contract will allow the applicant to continue to preserve and enhance a historic building at 171 West H Street.

BE IT FURTHER RESOLVED THAT the Historic Preservation Review Commission recommends that the City Council approve the Mills Act Contract application of William and Susan Venturelli.

On motion of Commissioner _____, seconded by Commissioner _____, the above Resolution was adopted at a regular meeting of the Historic Preservation Review Commission on November 15, 2007 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Gina D. Eleccion
Historic Preservation Review Commission Secretary

ATTACHMENT D
DRAFT CONTRACT

WHEN RECORDED, RETURN TO:

CITY OF BENICIA
250 East L Street
Benicia, CA 94510
Attention: City Clerk

HISTORICAL PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of DATE, by and between the CITY OF BENICIA, a municipal corporation (hereinafter referred to as the "City"), and William and Susan Venturelli (hereinafter referred to as the "Owner").

WITNESSETH

A. Recitals

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owners of qualified historical properties, as the term is defined by Government Code Section 50280.1, for the purpose of restricting development of its cultural and historic significance and continuing maintenance of the historical property;
2. Owner possess fee title in and to that certain real property, together with associate structures and improvements thereon, located at the street address 171 West H Street, Benicia, CA 94510 (hereinafter, shall be referred to as the "the Historical Property"). A legal description of the Property is attached hereto and incorporated herein by this reference as Exhibit A;
3. On DATE the City Council of the City of Benicia adopted Resolution No. 07- thereby declaring its intention to enter into this Historic Property Preservation Agreement.
4. City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

B. Agreement

NOW, THEREFORE, City and Owner, in consideration of the mutual promises, covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on DATE and shall remain in effect for a term of (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement (hereinafter "renewal date"), one (1) year shall automatically be added to the term of the Agreement, unless timely notice of nonrenewal, as provided in paragraph 2, is given. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
2. Notice of Nonrenewal. If City or Owner desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of the contract as follows: (1) Owner must serve written notice of nonrenewal at least ninety (90) days prior to the renewal date or (2) City must serve written notice within sixty (60) days prior to the renewal date. Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of nonrenewal to Owner.
3. Valuation of Historical Property. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historical Property pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
4. Standards for Historical Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
 - a) Owner shall preserve and maintain the characteristics of cultural and historical significance of the Property in accordance to the Secretary of the Interiors Standards for Rehabilitation and the minimum maintenance standards, identified in Exhibit "B", attached hereto, which shall apply to the property throughout the term of this Agreement. New additions, exterior alterations, or related new construction shall comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.
 - b) Owner shall make improvements to bring the Property into good condition. Attached hereto, marked as Exhibit "C", and incorporated herein by this reference, is a list of work that both City and Owner agree is necessary to bring the Property into good condition.

Owner shall undertake all improvements in accordance with Exhibit "C". If the schedule set out in Exhibit "C" is not complied with, then City will use the following process to determine whether the owner is making good faith progress on the schedule of work. Upon City's request, the Owner shall submit documentation of expenditures, made to accomplish the next highest priority improvement project for the property, within the last 24 months. The owner shall be determined to be in substantial compliance when the expenditures are equal to or greater than the property tax savings provided by the Property being in the Mills Act Program. This schedule set out in Exhibit "C" shall be revised to reflect the schedule change. The Community Development Director shall have the ability to administratively adjust the schedule timeline, in concurrence with the property owner, only by written recorded instrument executed by the parties hereto.

5. Inspections and Annual Reporting. Owner agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and the City as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. Owner agrees to provide the City with a report as to the status of the Historic Property annually and when any improvements or changes have been made.
6. Provision of Information. Owner hereby agree to furnish City with any and all information requested by City when the City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
7. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Section 50285 may cancel this Agreement if it determines that Owner has breached any of the conditions of the Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines that Owner has failed to restore or rehabilitate the Historical Property in the manner specified in paragraph 4 of this Agreement.

In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee of twelve and one-half percent (12 1/2%) of the current fair market value of the Historic Property at the time of cancellation, as determined by the county assessor as though the Historic Property were free of any restrictions pursuant to this Agreement.

8. Enforcement of Agreement. In lieu of 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 the Agreement, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within (30) days and must thereafter be diligently pursued to completion by Owner, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any violation by Owner or apply for such other relief as may be appropriate.

9. Waiver. 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 the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
10. Binding Effect of Agreement. Owner hereby subject the Historical Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historical Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historical Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

11. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Benicia
250 East L Street
Benicia, California 94510

Owner: William and Susan Venturelli
171 West H Street
Benicia, CA 94510

12. General Provisions

a. 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 them to be considered joint ventures or members of any joint enterprise.

b. Owner agree to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owner or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historical Property from application or enforcement of the City's Historical Preservation Ordinance or from the enforcement of this Agreement. Owner hereby agree 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 connections 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 Historical Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

f. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

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

14. Notice to State Office of Historic Preservation. The Owner or Agent of the Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

15. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto

IN WITNESS WHEREOF, City and Owners have executed this Agreement on the day and year first written above.

William Venturelli
Susan Venturelli

CITY OF BENICIA

BY:
DATED:

Jim Erickson, City Manager
DATED:

BY:
DATED:

APPROVED AS TO FORM

Heather McLaughlin, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

(See attached sheet)

DESCRIPTION:

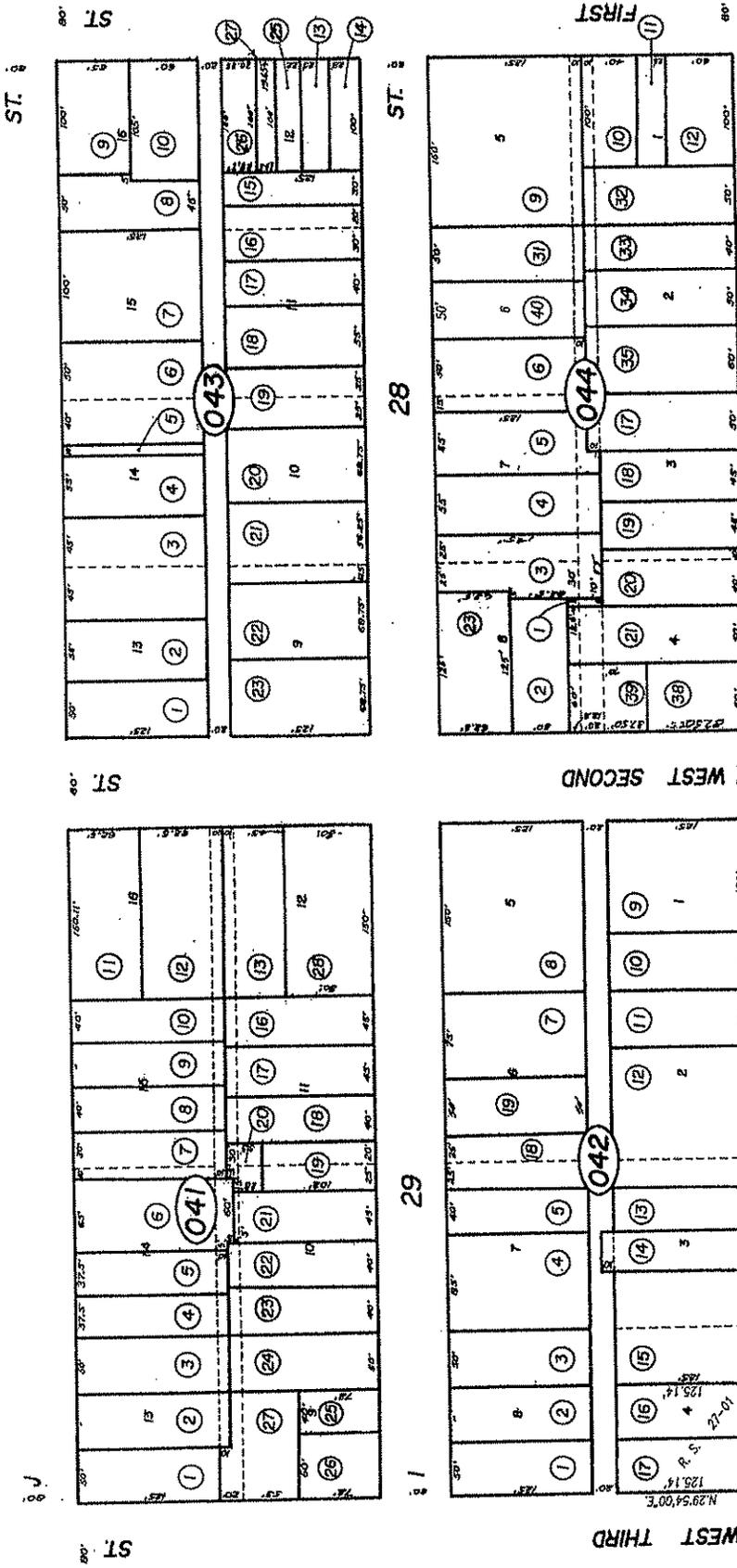
The land referred to herein is situated in the State of California, County of Solano, City of Benicia, and is described as follows:

THE EASTERLY 45 FEET, FRONT AND REAR MEASUREMENTS, OF THE WESTERLY 55 FEET, FRONT AND REAR MEASUREMENTS OF LOT 3, BLOCK 28, AS SHOWN ON THE OFFICIAL MAP OF THE CITY OF BENICIA, MADE BY BENJAMIN BARLOW, C.E. AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY IN BOOK 1 OF MAPS, PAGE 124.

APN: 0089-044-190

POR. T.2N., R.3W., M.D.B.& M.

Bk.87



NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division bars.

NOTE: Assessor's Block Numbers Shown in Ellipses Assessor's Parcel Numbers Shown in Circles

REVISION	DATE	BY
042-16817(RS)	9-9-03	SE
044-40	11-28-00	DI
044-38839	3-25-74	CH

NOTE- ALL STS. & ALLEYS IN BENICIA ARE FEE INT. BY CITY SEE BK\VD. - PG.250

CITY OF BENICIA
Assessor's Map Bk. 89 Pg. 04
County of Solano, Calif.

Benicia City, R.M. Bk. 4, Pg. 45

EXHIBIT B

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following Standards are to be applied to rehabilitation projects for the Property in a reasonable manner, taking into consideration economic and technical feasibility:

- (1) The Property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- (2) The historic character of the Property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the Property shall be avoided.
- (3) The Property shall 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 architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structure(s), if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archeological resources affected by this project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

- (10) New additions and adjacent or related new construction shall 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.

Please refer to the complete text for additional information.

Copied from The Secretary of the Interior's Standards for the Treatment of Historic Properties U. S. Department of the Interior, National Park Service, Weeks and Grimmer, 1995, pg. 62.

Minimum Property Maintenance:

As part of this agreement the Owner shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions (includes but does not limit to the following) are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls, and windows, broken windows, peeling exterior paint, broken structures;
2. Scrap lumber, junk, trash or debris;
3. Abandoned discarded or unused objects, equipment such as automobiles, automobile parts, furniture, appliances, containers, cans or similar items;
4. Stagnant water, including pools or spas, or open excavations;
5. Any device, decoration, design, structure, vegetation or landscape which is unsightly by reason of its height, condition or its inappropriate location;
6. Graffiti;
7. Incomplete exterior construction where no building inspections have been requested for 6 or more months, or for work which does not require a building permit, where there has been no significant progress for 90 days.

EXHIBIT C
Architectural Rehabilitation and/or Restoration Plan

The City and the Owner agree to the following Rehabilitation projects to be undertaken by the Owner in conformance with Paragraph 4b of this Agreement. The work will be conducted as indicated below.

<i>Project (s)</i>	<i>Schedule</i>
1. <u>Replace fence around property</u>	<u>2009</u>
2. <u>Replace existing front door with original front door</u>	<u>2009</u>
3. <u>Repair dry rot on front porch columns and steps</u>	<u>2010</u>
4. <u>Reface garage door with siding to match</u> <u>house siding</u>	<u>2010</u>
5. <u>Replace front window with historically appropriate</u> <u>double-hung wood windows</u>	<u>2010</u>
6. <u>Repair front porch, including porch posts</u>	<u>2011</u>
7. <u>Remove brick/cement steps, walkway and</u> <u>half-columns at front entry; replace with historically</u> <u>appropriate concrete or stone entry features</u>	<u>2011</u>
8. <u>Paint entire residence</u>	<u>2011</u>
9. <u>Replace wood retaining wall along front property</u> <u>line and driveway with concrete or stone</u> <u>retaining wall</u>	<u>2012</u>

10. Replace aluminum windows on east-facing side of house with wood windows; where necessary, repair wood sash windows 2012
11. Replace aluminum windows on west-facing side of house with wood windows; where necessary, repair wood sash windows 2013
12. Rehabilitation of, and where necessary, in-kind replacement of damaged siding (where necessary) 2015
13. Replace existing gutters with historically appropriate gutters; repair trim that was altered to accommodate existing gutters on the east-facing side of the house 2016
14. Remove non-original/non-historic garden window on east-facing side of house; replace with double-hung wood sash window 2017
15. On-going maintenance and repair Life of Contract

AGENDA ITEM
HISTORIC PRESERVATION REVIEW COMMISSION MEETING
NOVEMBER 15, 2007
CONSENT CALENDAR

DATE : November 8, 2007

TO : Historic Preservation Review Commission

FROM : Lisa Porras, Senior Planner

SUBJECT : **APPROVAL OF A MILLS ACT CONTRACT FOR 270 WEST H STREET**

RECOMMENDATION:

Adopt a resolution recommending that the City Council authorize the City Manager to enter into a Mills Act Contract with the property owner of 270 West H Street in the City of Benicia.

EXECUTIVE SUMMARY:

The property owners of 270 West H Street request approval of a Mills Act Contract, as provided by the City of Benicia's Mills Act Program.

The Mills Act Program, enacted by the State of California in 1972, encourages the restoration and preservation of qualified historic buildings through economic incentive and authorizes its implementation by local governments. In 2003, Council approved the City of Benicia Mills Act Program and assigned initial review and recommendation of Mills Act Contract applications to the Historic Preservation Review Commission (Resolution 03-12). The program incentive consists of an alternative method for determining property value for tax assessment purposes. Benicia's Mills Act Program is available to both residential and non-residential properties.

Staff has determined the property at 270 West H Street meets the eligibility requirements for the Mills Act Program and all application requirements have been satisfied.

BUDGET INFORMATION:

An approved Mills Act Contract would reduce the property taxes collected from 270 West H Street. Currently, the property owner pays approximately \$14,615 in property taxes. Should the Mills Act Contract be recommended by the Historic Preservation Commission and approved by City Council, property taxes could be adjusted to approximately \$1,508 per year.

The City collects 26% of paid property taxes. Without a Mills Act Contract, the City would receive about \$3,800 per year from 270 West H Street. Should the Mills Act Contract be approved, the City would lose approximately \$3,407 per year.

No other budget impacts are anticipated.

ENVIRONMENTAL ANALYSIS:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331, which applies to alterations of historic resources that are consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. In addition, Mills Act contracts require that all work performed subsequent to entering into a contract is consistent with those standards.

BACKGROUND:

According to Solano County Assessor's parcel data, the existing structure was built in 1890. At present, the property is listed as a "Contributing" building, as shown on Figure 1 in the City's Downtown Historic Conservation Plan (DHCP; adopted November 1990, and amended December 1992). In 2004, the City entered into agreement with preservation consultants Roland-Nawi Associates to update the 1986 Historic Survey for the Downtown Historic District. As part of this work, an official survey (Attachment B) was prepared, which recommends that the structure be elevated from "Contributing" to "Landmark" status.

Items listed in the Architectural Rehabilitation and Restoration Schedule (Exhibit C of Attachment E) are intended to rehabilitate and preserve the historic integrity of the building.

SUMMARY:

Site Description

The property is located on the south side of West H Street, on the block between West Second and Third Streets. While 270 West H Street is the official address, the primary building fronts West G Street and overlooks the Carquinez Strait. The site is 0.32 acres, or 16,177 square feet with terrain that is generally flat. The property contains two structures: (1) a two-story house, approximately 2,973 square feet, with a south facing front entrance; (2) and a two-story carriage house (or former barn), approximately 520 square feet, located northeast of the main house as seen along West F Street.

Project Description

The proposed Architectural Rehabilitation and Restoration Schedule consists of improvements that are characteristic of *rehabilitation* and intended to occur over a period of 10 years. Rehabilitation of the property includes the following work items.

1. Repair 2nd floor balcony soffit
2. Repair or replace windows
3. Repair or replace front porch
4. Repair chimney
5. Repair or replace side porch
6. Remove asbestos siding

7. Paint exterior of main and carriage house

Secretary of the Interior's Standards for Treatment of Historic Properties

As a designated contributing historic structure and pursuant to the Mills Act Contract, all exterior changes must comply with the Secretary of the Interior's Standards. According to the Standards:

“...where an important architectural feature is missing, its replacement is always recommended in the Rehabilitation guidelines as the first, or preferred, course of action. If adequate documentation exists so that the feature may be accurately reproduced, and if it is desirable to re-establish the feature as part of the building's historical appearance, then designing and constructing a new feature based on such information is appropriate. When replacing a missing historic feature such as an entrance or porch, the Standards recommend restoration based on historical, pictorial, and physical documentation; a new design that is compatible with the historic character building. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered. “

Photographs (see Attachment C) document the character defining features of the building.

Downtown Historic Conservation Plan

The DHCP contains Design Guidelines for historic buildings. The guidelines are intended to guide renovation work as well as building additions. Four policies direct the course of action when renovating historic properties; these include:

- Policy 1: Design Integrity. Maintain the design integrity and distinguishing features of historic buildings.
- Policy 2: Façade Elements and Details. Retain the traditional façade elements, proportions and architectural details which give historic buildings their special character and use appropriate replacements where necessary.
- Policy 3: Integrity of Materials. Maintain the integrity of original building materials.
- Policy 4: Appropriate Materials, Colors, and Finishes. Promote the use of appropriate materials in restorations, renovations and additions to historic and colors which complement their styles and particular combination of building materials.

Given the proposed work schedule, the following DHCP guidelines apply to this property:

1.9 – When historic structures are raised or altered at the basement or ground floor level, special care should be taken to retain or restore porches, steps and railings as close to their original form as possible, and to use landscaping at the base of the building to reduce visual perceptions of any increase in height.

2.1 – Architectural elements such as porches, steps and railings should not be removed. Replacements, where required, should be similar in character to the original.

2.2 – Maintain the proportions of existing door and window openings and the pattern of existing window sash in replacement work or additions.

2.3 – New or replacement window sash should match the original sash in thickness, depth, pattern and finish. Where the original has been completely removed, new windows should match the existing unless a replacement program for the entire façade using the original style sash is undertaken.

3.1 – Original siding material should not be replaced, covered over or clad with another material such as stucco, wood or composition shingles, aluminum siding, and the like.

3.2 – Where original materials have been covered over, use the gentlest means possible to remove them. Certain cladding such as stucco may be difficult, if not impossible, to remove without destroying the underlying material.

3.3 – Where inappropriate or later materials have been removed, they should be replaced with the original material.

3.6 – Where necessary to re-build or replace an existing chimney or add a new one, the original material, generally brick, should be used.

4.1 – Use original materials wherever possible in restoration, renovation, or repair work and use the same materials for building additions.

4.2 – When necessary to substitute a material, take care that its outward appearance, durability, texture and finish will be as close as possible to that of the original. If the original material was painted, be sure that the substitute will accept and retain the same painted finish.

4.3 – Wood window sash is preferred for historic buildings. Vinyl clad wood or factory finished (i.e., baked enamel) aluminum frames may be acceptable as long as the original design can be duplicated.

4.4 – Materials or colors listed as inappropriate for new construction are also inappropriate for historic buildings (New Construction – Policy 4: Accessory buildings such as garages, storage sheds, studios or workshops should be compatible with the main structure and detailed in accordance with the structure’s visual prominence and function.).

4.5 – Paint colors and color schemes should be appropriate to the style and design intent of the building. Some examples follow: (1) Italianate or classical – monochrome, white or off-white; contrasting window sash (optional).

Conclusion

The improvements listed in the Architectural Rehabilitation and/or Restoration Schedule (Exhibit C of Attachment E) are consistent with historic preservation goals established by the City of Benicia, including General Plan Goal 3.1, to “Maintain and enhance Benicia’s historic character.” This rehabilitation work is also consistent with the *Secretary of the Interior’s Standards for the Treatment of Historic Properties* (see Attachment A). The work described herein is appropriate to execute this Mills Act Contract.

FURTHER ACTION:

The recommendation of the Historic Preservation Review Commission will be forwarded to the City Council for final action. The decision of the Historic Preservation Review Commission may be appealed to the Planning Commission within ten business days.

Attachments:

- ❑ Project Consistency Analysis with the Secretary of the Interior’s Standards for Rehabilitation
- ❑ Department of Parks & Recreation (DPR) Forms
- ❑ Photographs
- ❑ Draft Resolution recommending City Council approval of Mills Act Contract for 270 West H Street
- ❑ Draft Contract
 - Exhibit A: Legal Description of Property
 - Exhibit B: Secretary of the Interior Standards for Rehabilitation
 - Exhibit C: Architectural Rehabilitation and/or Restoration Schedule

ATTACHMENT A

**PROJECT CONSISTENCY ANALYSIS WITH THE
SECRETARY OF THE INTERIOR'S
STANDARDS FOR REHABILITATION**

**Project Consistency Analysis with the
Secretary of Interior's Standards for Rehabilitation
-Mills Act Contract-
270 West H Street, Benicia, CA**

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

An assumption is made prior to work that existing historic fabric has become damaged or deteriorated over time and, as a result, more repair and replacement will be required. Thus, latitude is given in the **Standards for Rehabilitation and Guidelines for Rehabilitation** to replace extensively deteriorated, damaged, or missing features using either traditional or substitute materials.

The bold text is the applicable Secretary of Interior's Standard for Rehabilitation guideline. The text in *italics* represents staff's response about how the particular guideline or policy relates to the proposed project.

- 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.**

The existing residential use will not change.

- 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.**

The project does not involve removal of distinctive materials or alteration of features and spaces. As part of this project, the historic integrity would be brought back through repair or replacement work using original materials. In addition, removal of asbestos siding will allow for further identification of original siding in order to repair or replace with appropriate wood siding.

- 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.**

This project does not involve adding conjectural features or elements taken from other historic properties.

- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.**

There are no proposals to change any of the existing character defining features of the building. Work consists only of repairs or replacement of elements currently existing on the property.

- 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.**

The rehabilitation work plan included in the draft contract would preserve the distinctive materials, features, finishes and construction techniques of the property. The focus of the work plan is to repair windows, porches, and restore original wood siding and preserve, through repair work, existing materials and replacing only when necessary.

- 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.**

The proposed rehabilitation would repair distinctive materials, features, and finishes. Any future general maintenance performed during the term of the contract that involves deteriorated historic features that cannot be repaired will be replaced in-kind and will match the old in 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.**

This standard does not apply to this project. No chemical or physical treatments are required as part of this project.

- 8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.**

This standard does not apply to this project. The proposed project involves no land disturbance.

- 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.**

No new additions are proposed. Exterior alterations will be limited to repair or replacement in-kind and therefore would 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.**

No new additions are proposed.

ATTACHMENT B

DPR 523 FORMS

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #: _____
 HRI # _____
 Trinomial _____
 NRHP Status Code: _____
 Other Listings _____
 Review Code _____ Reviewer _____ Date _____

***Resource Name or**

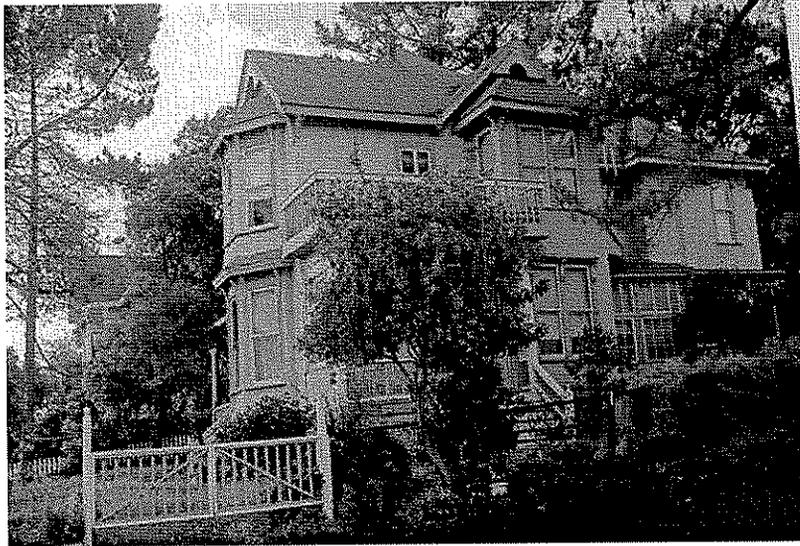
- P1. Other Identifier:** 270 West H Street
***P2. .Location: *a. County** Solano
b. Address: 270 h Street
***c. City:** Benicia **Zip** 94510
d. UTM: N/A
e. USGS Quad: Benicia T2N R3W MDM
***f. Other Locational Data (APN #):** 89-111-02

***P3a. Description**

This is an elaborate picturesque Italianate house with a compound plan and elevated foundation. The house is sited on two parcels; one opening of West H Street and the other at the terminus of West G Street. The house is oriented toward the Straits and is not visible from H Street. The roof of the house is cross gable with wide overhanging eaves and gables. Eaves are supported on curved and decorated brackets. The gable end has a plain fascia and a half circle ornament on the ridge. Projecting bays are found on both the south and east elevations. Those on the south are tow-story and canted with hexagonal roofs supported on brackets. On the east elevation the bay is square with a hipped roof at the second story. The upper square bay extends beyond the lower bay and is supported on brackets. The entry is located on the east façade. A three-quarter-length porch extends along this façade between the square bay and end of the south gable wing. The porch has a plain cornice and plain posts which support a second story veranda. Both the porch and veranda have plain open rails. The entry is accessed via a wooden star with a plain baluster and decorative newel posts. Fenestration consists of one-over-one double hung windows arranged singly and in pairs. The windows immediately adjacent to the porch are multi-light. The building appears to be clad with a lapped asbestos siding.

***P3b. Resource Attributes:** HP2

P5. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



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

P5b. Description of Photo: Front façade, view southwest

- *P6. Date Constructed/Age:**
 Prehistoric Historic Both
***P7. Owner and Address:**

270 West h Street
 Benicia, California 94520

- *P8. Recorded by:**
 Carol Roland
 Roland-Nawi Associates
 4829 Crestwood Way
 Sacramento, CA 95822

***P9. Date Recorded:** 11-20-05

- *P10. Type of Survey:** Intensive
 Reconnaissance Other

Describe Eligibility Evaluation

- *P11. Report Citation:** none
***Attachments:** NONE Map Sheet Continuation Sheet Building, Structure, and Object Record Linear Resource Record Archaeological Record District Record

- Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Identifier: 270 West h Street

*NRHP Status Code: 3D

B1. Historic Name: None

B2. Common Name: None

B3. Original Use: residence

B4. Present Use: residence

*B5. Architectural Style: Italianate

B7. Moved? No Yes Unknown

Date: N/A Original Location: same

*B8. Related Features: There is a large carriage house or former barn located to the northwest of the house. This is a square two-story building with a hip roof. The roof exhibits a centered Gothic gable on both the north and south facades. On the south side a hay loft opening is situated just below the gable. Wooden barn doors are hung on an industrial rail. The building is clad with vertical board. The carriage house appears contemporary with the house.

B9a. Architect: unknown

B9b. Builder: unknown

*B10. Significance: Theme: Benicia Downtown District Period of Significance: 1847-1940

Property Type: Single family residence Applicable Criteria: A / C

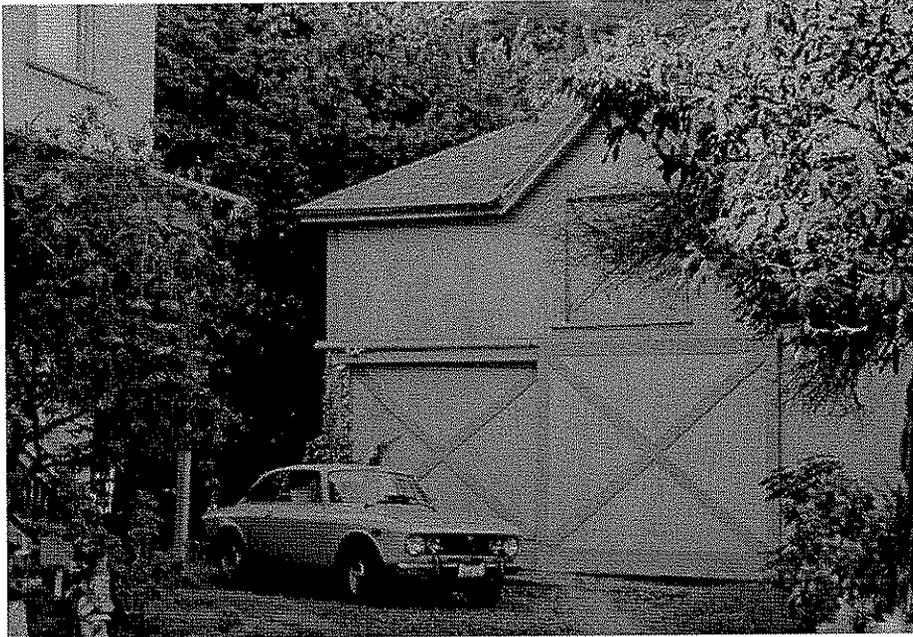
This is an imposing residence sited to overlook the Straits. It is an excellent example of its architectural style and is associated with the late-19th century growth and prosperity of the town. It retains its integrity in all regards except its cladding. The house is considered a contributing building within the Historic District. It should be considered for elevation to Landmark status. The carriage house is prominent outbuilding on the property and should be considered as contributing to the overall significance of the property.

B11. Additional Resource Attributes: N/A

B12. References: McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred Knopf (1986); Brueggemann, Robert. *Benicia Portrait of an Early California Town: An Architectural History* (San Francisco: 101 Productions (1980); Woodbridge, Sally and Cannon Design Group. *Benicia, California: Downtown Historic Conservation Plan*. City of Benicia, 1990; Sanborn Map Benicia, CA. 1886; 1986 Benicia Historic Inventory form.

Resource Identifier: 270 West H Street

Continuation Update

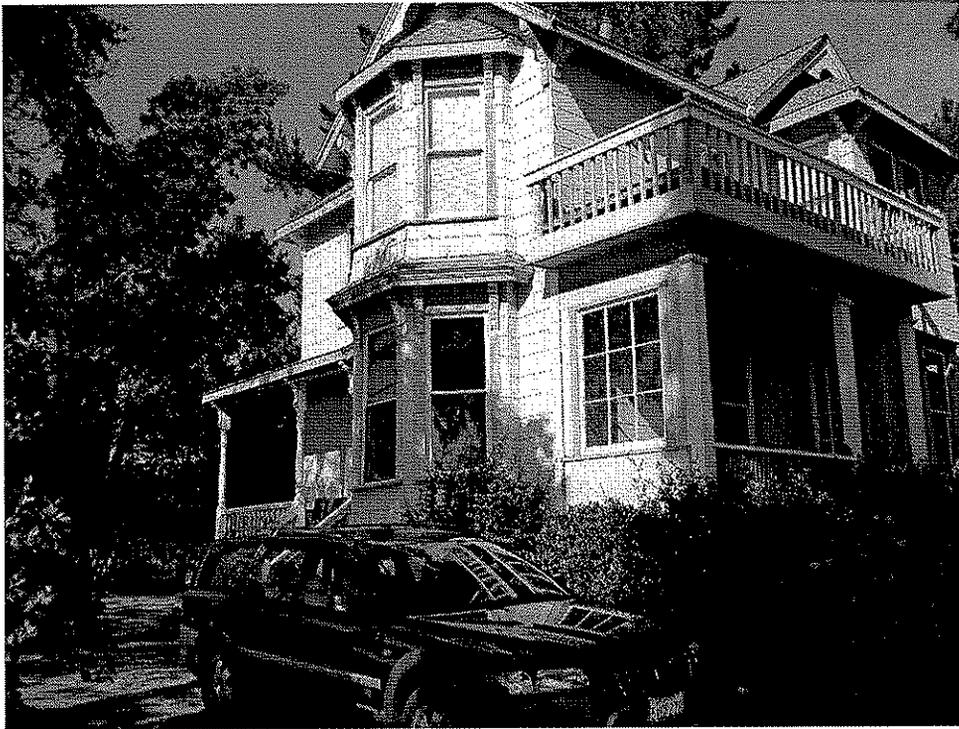


Carriage House

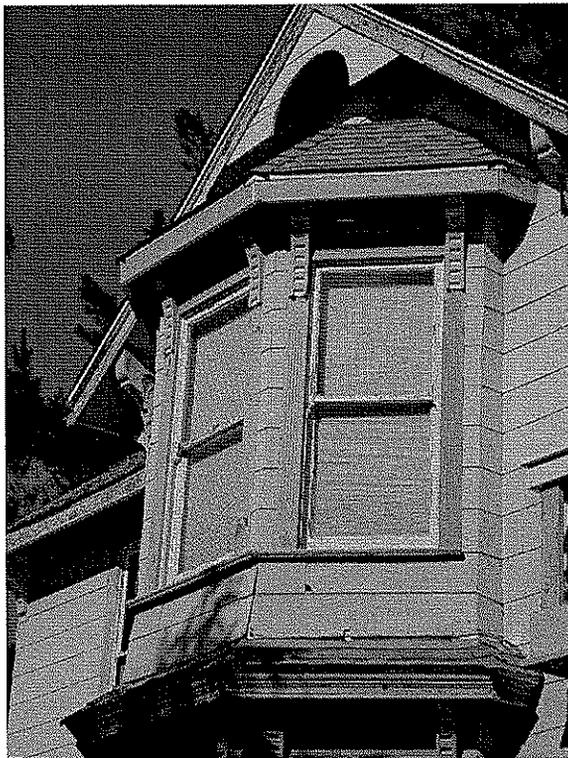
ATTACHMENT C
PHOTOGRAPHS



Photograph of 270 West H Street, as seen from West G Street. Photo taken 1986.



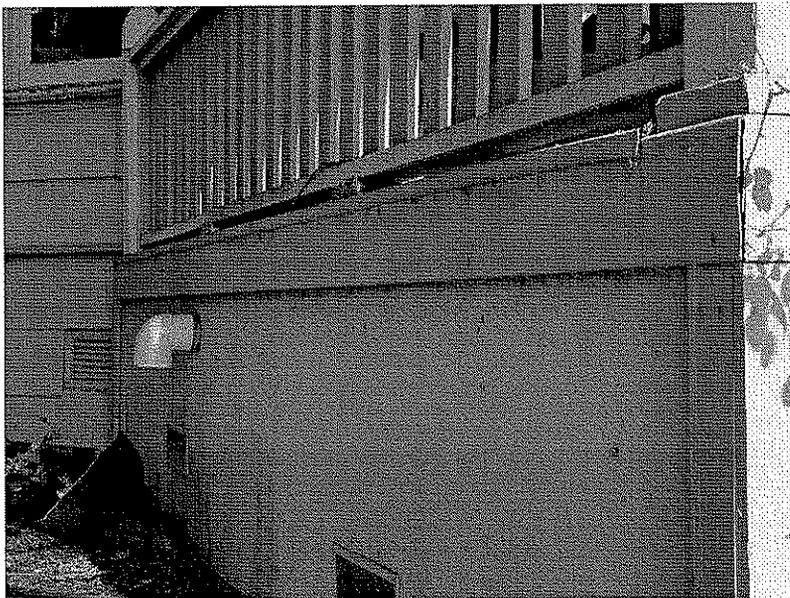
Photograph of 270 West H Street as seen from West G Street. Photo taken November 2007.



Photograph of 2nd story bay windows. Photo taken November 2007.



Photograph of front porch and porch base. Photo taken October 2007.



Photograph of porch base detail. Photo taken October 2007.

ATTACHMENT D
DRAFT RESOLUTION

RESOLUTION NO. 07- (HPRC)

A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 270 WEST H STREET

WHEREAS, the purpose of the Mills Act Program is to encourage the preservation, restoration and rehabilitation of historic properties within the City of Benicia; and

WHEREAS, the property at 270 West H Street is listed as a contributing building in the Downtown Historic Conservation Plan; and

WHEREAS, General Plan Goal 3.1 is to “Maintain and enhance Benicia’s historic character” and preservation and rehabilitation of the contributing building at 270 West H Street is consistent with this Goal; and

WHEREAS, all exterior work undertaken pursuant to the subject Mills Act Contract must be consistent with the Secretary of the Interior’s Standards; and

WHEREAS, the City has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review; and

WHEREAS, the Historic Preservation Review Commission at a regular meeting on November 15, 2007 considered the Mills Act contract application of Leann and Jaan Taagepera.

NOW, THEREFORE, BE IT RESOLVED THAT the Historic Preservation Review Commission of the City of Benicia hereby finds that:

The proposed application is consistent with General Plan Goal 3.1 as the proposed contract will allow the applicant to continue to preserve and enhance a contributing building at 270 West H Street.

BE IT FURTHER RESOLVED THAT the Historic Preservation Review Commission recommends that the City Council approve the Mills Act Contract application of Leann and Jaan Taagepera.

* * * * *

On motion of Commissioner _____, seconded by Commissioner _____, the above Resolution was adopted at a regular meeting of the Historic Preservation Review Commission on November 15, 2007 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Gina D. Eleccion
Historic Preservation Review Commission Secretary

ATTACHMENT E
DRAFT CONTRACT

WHEN RECORDED, RETURN TO:

CITY OF BENICIA
250 East L Street
Benicia, CA 94510
Attention: City Clerk

HISTORICAL PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of DATE, by and between the CITY OF BENICIA, a municipal corporation (hereinafter referred to as the “City”), and Leann and Jaan Taagepera (hereinafter referred to as the “Owners”).

WITNESSETH

A. Recitals

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owners of qualified historical properties, as the term is defined by Government Code Section 50280.1, for the purpose of restricting development of its cultural and historic significance and continuing maintenance of the historical property;
2. Owners possess fee title in and to that certain real property, together with associate structures and improvements thereon, located at the street address 270 West H Street, Benicia, CA 94510 (hereinafter, shall be referred to as the “the Historical Property”). A legal description of the Property is attached hereto and incorporated herein by this reference as Exhibit A;
3. On DATE the City Council of the City of Benicia adopted Resolution No. 07- thereby declaring its intention to enter into this Historic Property Preservation Agreement.
4. City and Owners, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

B. Agreement

NOW, THEREFORE, City and Owners, in consideration of the mutual promises, covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on DATE and shall remain in effect for a term of (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement (hereinafter "renewal date"), one (1) year shall automatically be added to the term of the Agreement, unless timely notice of nonrenewal, as provided in paragraph 2, is given. If either City or Owners serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
2. Notice of Nonrenewal. If City or Owners desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of the contract as follows: (1) Owners must serve written notice of nonrenewal at least ninety (90) days prior to the renewal date or (2) City must serve written notice within sixty (60) days prior to the renewal date. Owners may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of nonrenewal to Owners.
3. Valuation of Historical Property. During the term of this Agreement, Owners are entitled to seek assessment of valuation of the Historical Property pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
4. Standards for Historical Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
 - a) Owners shall preserve and maintain the characteristics of cultural and historical significance of the Property in accordance to the Secretary of the Interiors Standards for Rehabilitation and the minimum maintenance standards, identified in Exhibit "B", attached hereto, which shall apply to the property throughout the term of this Agreement. New additions, exterior alterations, or related new construction shall comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.
 - b) Owners shall make improvements to bring the Property into good condition. Attached hereto, marked as Exhibit "C", and incorporated herein by this reference, is a list of work that both City and Owner agree is necessary to bring the Property into good condition.

Owner shall undertake all improvements in accordance with Exhibit "C". If the schedule set out in Exhibit "C" is not complied with, then City will use the following process to determine whether the owner is making good faith progress on the schedule of work. Upon City's request, the Owner shall submit documentation of expenditures, made to accomplish the next highest priority improvement project for the property, within the last 24 months. The owner shall be determined to be in substantial compliance when the

expenditures are equal to or greater than the property tax savings provided by the Property being in the Mills Act Program. This schedule set out in Exhibit "C" shall be revised to reflect the schedule change. The Community Development Director shall have the ability to administratively adjust the schedule timeline, in concurrence with the property owner, only by written recorded instrument executed by the parties hereto.

5. Inspections and Annual Reporting. Owners agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and the City as may be necessary to determine Owners' compliance with the terms and provisions of this Agreement. Owners agree to provide the City with a report as to the status of the Historic Property annually and when any improvements or changes have been made.
6. Provision of Information. Owners hereby agree to furnish City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
7. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Section 50285 may cancel this Agreement if it determines that Owners have breached any of the conditions of the Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines that Owners have failed to restore or rehabilitate the Historical Property in the manner specified in paragraph 4 of this Agreement.

In the event of cancellation, Owners shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280 et seq., described herein. Upon cancellation, Owners shall pay a cancellation fee of twelve and one-half percent (12 1/2%) of the current fair market value of the Historic Property at the time of cancellation, as determined by the county assessor as though the Historic Property were free of any restrictions pursuant to this Agreement.

8. Enforcement of Agreement. In lieu of 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 Owners, City shall give written notice to Owners by registered or certified mail addressed to the address stated in the Agreement, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within (30) days and must thereafter be diligently pursued to completion by Owners, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owners growing out of the terms of this Agreement, apply to any violation by Owners or apply for such other relief as may be appropriate.

9. Waiver. City does not waive any claim of default by Owners 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 the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
10. Binding Effect of Agreement. Owners hereby subject the Historical Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owners hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owners' successors and assigns in title or interest to the Historical Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historical Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owners hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owners.

11. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Benicia
250 East L Street
Benicia, California 94510

Owners: Leann and Jaan Taagepera
270 West H Street
Benicia, CA 94510

12. General Provisions

- a. 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 them to be considered joint ventures or members of any joint enterprise.

b. Owners agree to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owners or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historical Property from application or enforcement of the City's Historical Preservation Ordinance or from the enforcement of this Agreement. Owners hereby agree 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 Owners' activities in connections 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 Historical Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

f. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

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

14. Notice to State Office of Historic Preservation. The Owners or Agent of the Owners shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

15. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto

IN WITNESS WHEREOF, City and Owners have executed this Agreement on the day and year first written above.

Leann Taagepera
Jaan Taagepera

CITY OF BENICIA

BY:
DATED:

BY: Jim Erickson, City Manager
DATED:

BY:
DATED:

APPROVED AS TO FORM

Heather McLaughlin, City Attorney

EXHIBIT A LEGAL DESCRIPTION

PARCEL ONE

BEING PORTION OF LOT 10 IN BLOCK 21 AND PORTION OF THE ALLEY IN THE NORTH ONE-HALF OF SAID BLOCK 21, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 158 FEET EASTERLY FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 21 AS THE SAME ARE LAID DOWN AND DELINEATED ON THE OFFICIAL MAP OF THE CITY OF BENICIA, MADE BY BENJAMIN W BARLOW AND FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, IN BOOK 1 OF MAPS, PAGE 124; THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF WEST G. STREET, 75 FEET; THENCE AT RIGHT ANGLES NORTHERLY 145 FEET TO THE NORTHERLY LINE OF AN ALLEY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID ALLEY 75 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 145 FEET TO THE POINT OF COMMENCEMENT.

PARCEL TWO:

THE EASTERLY 42 FEET (FRONT AND REAR MEASUREMENTS) OF THE WESTERLY 50 FEET (FRONT AND REAR MEASUREMENTS) OF LOT 14 IN BLOCK 21 AS THE SAME ARE LAID DOWN AND DELINEATED ON THE OFFICIAL MAP OF THE CITY OF BENICIA, MADE BY BENJAMIN W. BARLOW AND FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA IN BOOK 1 OF MAPS, PAGE 124.

EXHIBIT B

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following Standards are to be applied to rehabilitation projects for the Property in a reasonable manner, taking into consideration economic and technical feasibility:

- (1) The Property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- (2) The historic character of the Property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the Property shall be avoided.
- (3) The Property shall 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 architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structure(s), if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archeological resources affected by this project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions and adjacent or related new construction shall 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.

Please refer to the complete text for additional information.

Copied from The Secretary of the Interior's Standards for the Treatment of Historic Properties U. S. Department of the Interior, National Park Service, Weeks and Grimmer, 1995, pg. 62.

Minimum Property Maintenance:

As part of this agreement the Owners shall maintain all buildings, structures, yards and other improvements in a manner that does not detract from the appearance of the immediate neighborhood. The following conditions (including, but not limited to) are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls, and windows, broken windows, peeling exterior paint, broken structures;
2. Scrap lumber, junk, trash or debris;
3. Abandoned discarded or unused objects, equipment such as automobiles, automobile parts, furniture, appliances, containers, cans or similar items;
4. Stagnant water, including pools or spas, or open excavations;
5. Any device, decoration, design, structure, vegetation or landscape which is unsightly by reason of its height, condition or its inappropriate location;
6. graffiti;
7. Incomplete exterior construction where no building inspections have been requested for 6 or more months, or for work which does not require a building permit, where there has been no significant progress for 90 days.

EXHIBIT C

Architectural Rehabilitation and/or Restoration

The City and the Owners agree to the following Rehabilitation projects to be undertaken by the Owners in conformance with Paragraph 4b of this Agreement. In addition, throughout the life of this contract the owner shall maintain Minimum Property Maintenance as described in Exhibit B of Attachment E. The work will be conducted as indicated below.

PROJECTS	SCHEDULE
1. Repair 2 nd floor balcony soffit (underside).	2008
2. Repair or replace windows. Main house, first story – includes 1 dining room window, and potentially 2 bay windows facing south. Main house, second story includes 3 bay windows, 1 in library, 1 in bedroom, and 1 window facing Carquinez Strait; in addition, repair/replace door pane leading to balcony. Carriage house, second level – 1 window. Total windows repaired or replaced: at least 9, at most 11.	2009
3. Repair or replace the front (south facing) porch. Work includes the repair or replacement of porch flooring, porch base,* and stair rails and posts. *Existing plywood replaced with vertical wood siding found in other locations at the base of the main house.	2010
4. Investigate the potential to repair chimney. If necessary, repair or replace chimney based on investigation.	2011-2012
5. Repair or replace side (east facing) porch. Work includes the repair or replacement of porch flooring, porch base,* and stair rails and posts. * Existing plywood replaced with vertical wood siding found in other locations at the base of the main house.	2013-2015
6. Rehabilitate exterior siding of primary house. This includes removal of non-original asbestos siding and repair/replace uncovered original siding with historically appropriate materials.	2015-2017
7. Following completion of Task 6 (replacing siding), paint exterior of main and carriage house.	2017

AGENDA ITEM
HISTORIC PRESERVATION REVIEW COMMISSION MEETING
NOVEMBER 15, 2007
CONSENT CALENDAR

DATE : November 8, 2007

TO : Historic Preservation Review Commission

FROM : Lisa Porras, Senior Planner

SUBJECT : **APPROVAL OF A MILLS ACT CONTRACT FOR 441 WEST J STREET**

RECOMMENDATION:

Adopt a resolution recommending that the City Council authorize the City Manager to enter into a Mills Act Contract with the property owner 441 West J Street in the City of Benicia.

EXECUTIVE SUMMARY:

The property owners of 441 West J Street request approval of a Mills Act Contract, as provided by the City of Benicia's Mills Act Program.

The Mills Act Program, enacted by the State of California in 1972, encourages the restoration and preservation of qualified historic buildings through economic incentive and authorizes its implementation by local governments. In 2003, Council approved the City of Benicia Mills Act Program and assigned initial review and recommendation of Mills Act Contract applications to the Historic Preservation Review Commission (Resolution 03-12). The program incentive consists of an alternative method for determining property value for tax assessment purposes. Benicia's Mills Act Program is available to both residential and non-residential properties.

Staff has determined the property at 441 West J Street meets the eligibility requirements for the Mills Act Program and all application requirements have been satisfied.

BUDGET INFORMATION:

An approved Mills Act Contract would reduce the property taxes collected from 441 West J Street. Currently, the property owner pays approximately \$7,296 in property taxes. Should the Mills Act Contract be recommended by the Historic Preservation Review Commission and approved by City Council, property taxes could be adjusted to approximately \$887 per year.

The City collects 26% of paid property taxes. Without a Mills Act Contract, the City would receive about \$1,897 per year from 441 West J Street. Should the Mills Act Contract be approved, the City would lose approximately \$1,666 per year.

No other budget impacts are anticipated.

ENVIRONMENTAL ANALYSIS:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331, which applies to alterations of historic resources that are consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. In addition, Mills Act contracts require that all work performed subsequent to entering into a contract is consistent with those standards.

BACKGROUND:

According to Solano County Assessor's parcel data, the existing structure was built in 1890. At present, the property is listed as a "Contributing Building" to the Downtown Historic District. In 2004, the City entered into agreement with preservation consultants Roland-Nawi Associates to update the 1986 Historic Survey for the Downtown Historic District. As part of this work an official survey (Attachment B) was prepared, which recommends that the structure remain a "Contributing Building."

Items listed in the Architectural Rehabilitation and Restoration Schedule, (Exhibit C of Attachment E), are intended to rehabilitate and preserve the historic integrity of the building.

SUMMARY:

Site Description

The property is located on the north side of West J Street, on the block between West Fourth and Fifth Streets. The site is 0.13 acres, or 5,662 square feet with terrain that generally consists of a flat plateau, elevated from the street. This is a two-story, two-bedroom home with a total of 2,177 square feet that has a south facing front entrance.

Project Description

The proposed Architectural Rehabilitation and Restoration Schedule consists of improvements that are characteristic of *rehabilitation* and intended to occur over a period of 10 years. Rehabilitation of the property includes the following work items.

1. Replace aluminum windows in the rear of the building
2. Landscape backyard
3. Replace aluminum windows in the front of the building
4. Replace plywood siding on addition with wood siding
5. Paint exterior (ask owner)
6. Ongoing maintenance

Secretary of the Interior's Standards for Treatment of Historic Properties

As a designated contributing historic structure and pursuant to the Mills Act Contract, all exterior changes must comply with the Secretary of the Interior's Standards. According to the Standards:

“...where an important architectural feature is missing, its replacement is always recommended in the Rehabilitation guidelines as the first, or preferred, course of action. If adequate documentation exists so that the feature may be accurately reproduced, and if it is desirable to re-establish the feature as part of the building's historical appearance, then designing and constructing a new feature based on such information is appropriate. When replacing a missing historic feature such as an entrance or porch, the Standards recommend restoration based on historical, pictorial, and physical documentation; a new design that is compatible with the historic character building. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered. “

Photographs (see Attachment C) document the character defining features of the building.

Downtown Historic Conservation Plan

The DHCP contains Design Guidelines for historic buildings. The guidelines are intended to guide renovation work. Four policies direct the course of action when renovating historic properties; these include:

- Policy 1: Design Integrity. Maintain the design integrity and distinguishing features of historic buildings.
- Policy 2: Façade Elements and Details. Retain the traditional façade elements, proportions and architectural details which give historic buildings their special character and use appropriate replacements where necessary.
- Policy 3: Integrity of Materials. Maintain the integrity of original building materials.
- Policy 4: Appropriate Materials, Colors, and Finishes. Promote the use of appropriate materials in restorations, renovations and additions to historic and colors which complement their styles and particular combination of building materials.

Given the proposed work schedule, the following DHCP guidelines apply to this property:

2.2 – Maintain the proportions of existing door and window openings and the pattern of existing window sash in replacement work or additions.

2.3 – New or replacement window sash should match the original sash in thickness, depth, pattern and finish. Where the original has been completely removed, new windows should match the existing unless a replacement program for the entire façade using the original style sash is undertaken.

3.1 – Original siding material should not be replaced, covered over or clad with another material such as stucco, wood or composition shingles, aluminum siding, and the like.

3.2 – Where original materials have been covered over, use the gentlest means possible to remove them. Certain cladding such as stucco may be difficult, if not impossible, to remove without destroying the underlying material.

3.3 – Where inappropriate or later materials have been removed, they should be replaced with the original material.

4.1 – Use original materials wherever possible in restoration, renovation, or repair work and use the same materials for building additions.

4.2 – When necessary to substitute a material, take care that its outward appearance, durability, texture and finish will be as close as possible to that of the original. If the original material was painted, be sure that the substitute will accept and retain the same painted finish.

4.3 – Wood window sash is preferred for historic buildings. Vinyl clad wood or factory finished (i.e. baked enamel) aluminum frames may be acceptable as long as the original design can be duplicated.

4.4 – Materials or colors listed as inappropriate for new construction are also inappropriate for historic buildings (New Construction – Policy 4: Accessory buildings such as garages, storage sheds, studios or workshops should be compatible with the main structure and detailed in accordance with the structure’s visual prominence and function.).

4.5 – Paint colors and color schemes should be appropriate to the style and design intent of the building. Some examples follow: (1) Italianate or classical – monochrome, white or off-white; contrasting window sash (optional).

Conclusion

The improvements listed in the Architectural Rehabilitation and/or Restoration Schedule (Exhibit C of Attachment E) are consistent with historic preservation goals established by the City of Benicia, including General Plan Goal 3.1, to “Maintain and enhance Benicia’s historic character.” This rehabilitation work is also consistent with the *Secretary of the Interior’s Standards for the Treatment of Historic Properties* (see Attachment A). The work described herein is appropriate to execute this Mills Act Contract.

FURTHER ACTION:

The recommendation of the Historic Preservation Review Commission will be forwarded to the City Council for final action. The decision of the Historic Preservation Review Commission may be appealed to the Planning Commission within ten business days.

Attachments:

- ❑ Project Consistency Analysis with the Secretary of the Interior's Standards for Rehabilitation
- ❑ Department of Parks & Recreation (DPR) Form A, B
- ❑ Photographs
- ❑ Draft Resolution recommending City Council approval of a Mills Act Contract for 441 West J Street
- ❑ Draft Contract
 - Exhibit A: Legal Description of Property
 - Exhibit B: Secretary of the Interior Standards for Rehabilitation
 - Exhibit C: Architectural Rehabilitation and/or Restoration Schedule

ATTACHMENT A

**PROJECT CONSISTENCY ANALYSIS WITH THE
SECRETARY OF THE INTERIOR'S
STANDARDS FOR REHABILITATION**

**Project Consistency Analysis with the
Secretary of Interior's Standards for Rehabilitation
-Mills Act Contract-
441 West J Street, Benicia, CA**

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

An assumption is made prior to work that existing historic fabric has become damaged or deteriorated over time and, as a result, more repair and replacement will be required. Thus, latitude is given in the **Standards for Rehabilitation and Guidelines for Rehabilitation** to replace extensively deteriorated, damaged, or missing features using either traditional or substitute materials.

The bold text is the applicable Secretary of Interior's Standard for Rehabilitation guideline. The text in *italics* represents staff's response about how the particular guideline or policy relates to the proposed project.

- 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.**

The existing residential use will not change.

- 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.**

The project does not involve removal of distinctive materials or alteration of features and spaces. As part of this project, the historic integrity would be brought back by replacing non-historic features with original materials.

- 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.**

This project does not involve adding conjectural features or elements taken from other historic properties.

- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.**

There are no proposals to change any of the existing character defining features of the building. Work consists only of replacement of non-historic elements currently existing on the property. Character defining features will be preserved and maintained.

- 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.**

The work plan in the draft contract would preserve the distinctive materials, features, finishes and construction techniques of the property. The focus of the work plan is to replace windows and siding with appropriate materials.

- 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.**

As described in the 2004 Department of Parks and Recreation 523 B form, the house retains its integrity of design, materials, and workmanship. There are no apparent deteriorations and no work of such kind is proposed.

- 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.**

This standard does not apply to this project. No chemical or physical treatments are required as part of this project.

- 8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.**

This standard does not apply to this project. The proposed project involves no land disturbance.

- 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.**

No new additions are proposed. Exterior alterations will be limited to replacement in-kind and therefore would 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.**

No new additions are proposed.

ATTACHMENT B

DPR 523 FORMS

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #: _____
 HRI #: _____
 Trinomial: _____
 NRHP Status Code: _____
 Other Listings: _____
 Review Code: _____ Reviewer: _____ Date: _____

*Resource Name or #: 441 West J Street

- P1. Other Identifier: none
- *P2. Location: *a. County Solano
- b. Address: 441 West J Street
- *c. City: Benicia Zip 94510
- d. UTM: N/A
- e. USGS Quad: Benicia T2N R3W MDM
- *f. Other Locational Data (APN #): 87-152-15

*P3a. Description

This is a Greek Revival Cottage with a later rear addition. It is now an L-shape plan house, although it was probably originally rectangular. It is two-story with a moderately pitched front gable roof. There is a minimal eave and gable overhang with the front gable trimmed with a plain fascia and verge board. A one-over-one double hung window is centered in the gable end. The entry is located on the west side of the front gable elevation. A small entry stoop is covered by a gable roof which is supported on plain posts. The porch roof has a spindle work frieze. Paired one-over-one vertically emphasized windows occupy the east side of the front façade. Other fenestration is also double hung. All of the windows have wooden casings with bracketed sills. Cladding is clapboard. The rear L- shape addition is set well back from the front of the house.

*P3b. Resource Attributes: HP2

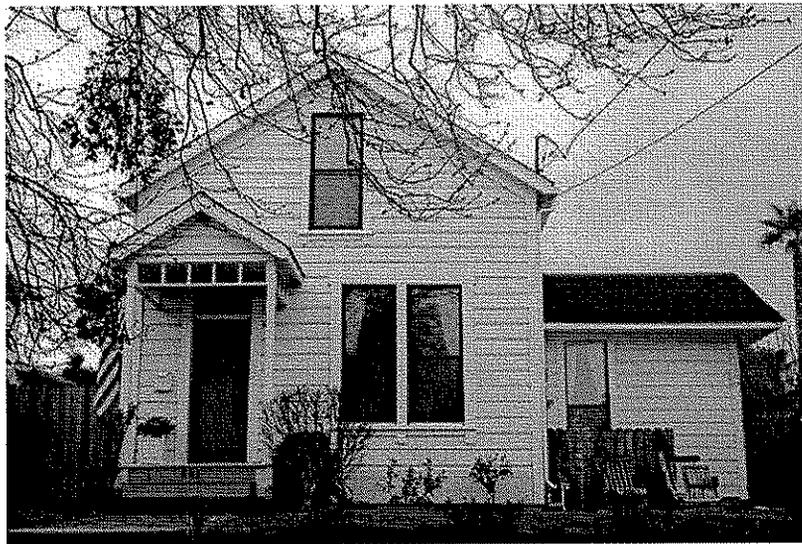
*P4. Resources Present: Building Structure Object Site District Element of District

P5b. Description of Photo:

Front façade, view north

*P6. Date Constructed/Age: Circa 1870

P5. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



Prehistoric Historic Both
 *P7. Owner and Address:

Dana Ralls
 42219 Green Meadow Lane
 Leesburg, VA 20176
 Benicia, CA 94510

*P8. Recorded by:

Carol Roland
 Roland-Nawi Associates
 4829 Crestwood Way
 Sacramento, CA 95822

*P9. Date Recorded: 11-20-04

*P10. Type of Survey: Intensive

Reconnaissance

Other

Describe Eligibility Evaluation

*P11. Report Citation: none

*Attachments: NONE Map Sheet Continuation Sheet Building, Structure, and Object Record Linear Resource Record Archaeological Record District Record Milling Station Record Rock Art Record Artifact Record Photograph Record Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Identifier: 441 West J Street

*NRHP Status Code: 3D

B1. Historic Name: N/A

B2. Common Name: same

B3. Original Use: Residential

B4. Present Use: Residential

*B5. Architectural Style: Greek Revival

B7. Moved? No Yes Unknown

Date: N/A Original Location: same

*B8. Related Features:

B9a. Architect: unknown

B9b. Builder: unknown

*B10. Significance: Theme: Benicia Downtown District Period of Significance: 1847-1940 Property Type: Single Family Applicable Criteria: A / C

This is a good example of a Greek Revival two-story house. Although there is a rear addition, it is set back and unobtrusive. The house retains its integrity of design, materials, workmanship, setting, location and association. It contributes to the Downtown District and should continue in this status.

B11. Additional Resource Attributes: N/A

B12. References: McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred Knopf (1986); Bruegmann, Robert. *Benicia Portrait of an Early California Town: An Architectural History* (San Francisco: 101 Productions (1980); Woodbridge, Sally and Cannon Design Group. *Benicia, California: Downtown Historic Conservation Plan*. City of Benicia, 1990; Sanborn Map Benicia, CA. 1886; 1986 Benicia Historic Inventory form.

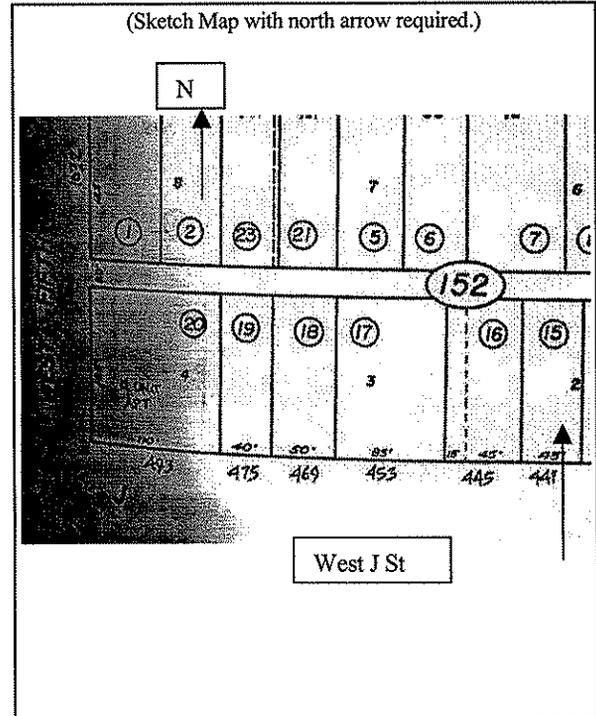
BUILDING, STRUCTURE, AND OBJECT RECORD

Remarks: N/A

B14. Evaluator: Carol Roland, Ph.D.

Roland-Nawi Associates: Preservation Consultants
4829 Crestwood Way
Sacramento, CA 95822

B 15. Date of Evaluation: 11-22-04



(This space reserved for official comments.)

ATTACHMENT C
PHOTOGRAPHS



Photo of 441 West J Street taken in 1986.



Photo of 441 West J Street taken November 2007.



Photograph of aluminum window detail taken November 2007.



Photo showing contrast between siding of original house (left) and later addition (right). Photo taken November 2007.

ATTACHMENT D
DRAFT RESOLUTION
MILLS ACT CONTRACT

RESOLUTION NO. 07- (HPRC)

A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 441 WEST J STREET

WHEREAS, the purpose of the Mills Act Program is to encourage the preservation, restoration and rehabilitation of historic properties within the City of Benicia; and

WHEREAS, the property at 441 West J Street is listed as a contributing building in the Downtown Historic Conservation Plan; and

WHEREAS, General Plan Goal 3.1 is to “Maintain and enhance Benicia’s historic character” and preservation and rehabilitation of the contributing building at 441 West J Street is consistent with this Goal; and

WHEREAS, all exterior work undertaken pursuant to the subject Mills Act Contract must be consistent with the Secretary of the Interior’s Standards; and

WHEREAS, the City has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review; and

WHEREAS, the Historic Preservation Review Commission at a regular meeting on November 15, 2007 considered the Mills Act contract application of Barrie and James Coleman.

NOW, THEREFORE, BE IT RESOLVED THAT the Historic Preservation Review Commission of the City of Benicia hereby finds that:

The proposed application is consistent with General Plan Goal 3.1 as the proposed contract will allow the applicant to continue to preserve and enhance a contributing building at 441 West J Street.

BE IT FURTHER RESOLVED THAT the Historic Preservation Review Commission recommends that the City Council approve the Mills Act Contract application of Barrie and James Coleman.

* * * * *

On motion of Commissioner _____, seconded by Commissioner _____, the above Resolution was adopted at a regular meeting of the Historic Preservation Review Commission on November 15, 2007 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Gina D. Eleccion
Historic Preservation Review Commission Secretary

ATTACHMENT E
DRAFT CONTRACT

WHEN RECORDED, RETURN TO:

CITY OF BENICIA
250 East L Street
Benicia, CA 94510
Attention: City Clerk

HISTORICAL PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of DATE, by and between the CITY OF BENICIA, a municipal corporation (hereinafter referred to as the "City"), and Barrie and James Coleman (hereinafter referred to as the "Owners").

WITNESSETH

A. Recitals

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owners of qualified historical properties, as the term is defined by Government Code Section 50280.1, for the purpose of restricting development of its cultural and historic significance and continuing maintenance of the historical property;
2. Owners possess fee title in and to that certain real property, together with associate structures and improvements thereon, located at the street address 441 West J Street, Benicia, CA 94510 (hereinafter, shall be referred to as the "the Historical Property"). A legal description of the Property is attached hereto and incorporated herein by this reference as Exhibit A;
3. On DATE the City Council of the City of Benicia adopted Resolution No. 07- thereby declaring its intention to enter into this Historic Property Preservation Agreement.
4. City and Owners, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

B. Agreement

NOW, THEREFORE, City and Owners, in consideration of the mutual promises, covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on DATE and shall remain in effect for a term of (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement (hereinafter “renewal date”), one (1) year shall automatically be added to the term of the Agreement, unless timely notice of nonrenewal, as provided in paragraph 2, is given. If either City or Owners serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
2. Notice of Nonrenewal. If City or Owners desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of the contract as follows: (1) Owners must serve written notice of nonrenewal at least ninety (90) days prior to the renewal date or (2) City must serve written notice within sixty (60) days prior to the renewal date. Owners may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of nonrenewal to Owners.
3. Valuation of Historical Property. During the term of this Agreement, Owners are entitled to seek assessment of valuation of the Historical Property pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
4. Standards for Historical Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
 - a) Owners shall preserve and maintain the characteristics of cultural and historical significance of the Property in accordance to the Secretary of the Interiors Standards for Rehabilitation and the minimum maintenance standards, identified in Exhibit “B”, attached hereto, which shall apply to the property throughout the term of this Agreement. New additions, exterior alterations, or related new construction shall comply with the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.
 - b) Owners shall make improvements to bring the Property into good condition. Attached hereto, marked as Exhibit “C”, and incorporated herein by this reference, is a list of work that both City and Owner agree is necessary to bring the Property into good condition.

Owner shall undertake all improvements in accordance with Exhibit “C”. If the schedule set out in Exhibit “C” is not complied with, then City will use the following process to determine whether the owner is making good faith progress on the schedule of work. Upon City’s request, the Owner shall submit documentation of expenditures, made to accomplish the next highest priority improvement project for the property, within the last 24 months. The owner shall be determined to be in substantial compliance when the

expenditures are equal to or greater than the property tax savings provided by the Property being in the Mills Act Program. This schedule set out in Exhibit "C" shall be revised to reflect the schedule change. The Community Development Director shall have the ability to administratively adjust the schedule timeline, in concurrence with the property owner, only by written recorded instrument executed by the parties hereto.

5. Inspections and Annual Reporting. Owners agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and the City as may be necessary to determine Owners' compliance with the terms and provisions of this Agreement. Owners agree to provide the City with a report as to the status of the Historic Property annually and when any improvements or changes have been made.
6. Provision of Information. Owners hereby agree to furnish City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
7. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Section 50285 may cancel this Agreement if it determines that Owners have breached any of the conditions of the Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines that Owners have failed to restore or rehabilitate the Historical Property in the manner specified in paragraph 4 of this Agreement.

In the event of cancellation, Owners shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280 et seq., described herein. Upon cancellation, Owners shall pay a cancellation fee of twelve and one-half percent (12 1/2%) of the current fair market value of the Historic Property at the time of cancellation, as determined by the county assessor as though the Historic Property were free of any restrictions pursuant to this Agreement.

8. Enforcement of Agreement. In lieu of 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 Owners, City shall give written notice to Owners by registered or certified mail addressed to the address stated in the Agreement, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within (30) days and must thereafter be diligently pursued to completion by Owners, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owners growing out of the terms of this Agreement, apply to any violation by Owners or apply for such other relief as may be appropriate.

9. Waiver. City does not waive any claim of default by Owners 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 the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
10. Binding Effect of Agreement. Owners hereby subject the Historical Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owners hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owners' successors and assigns in title or interest to the Historical Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historical Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owners hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owners.

11. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Benicia
250 East L Street
Benicia, California 94510

Owners: Barrie and James Coleman
441 West J Street
Benicia, CA 94510

12. General Provisions

- a. 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 them to be considered joint ventures or members of any joint enterprise.

b. Owners agree to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owners or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historical Property from application or enforcement of the City's Historical Preservation Ordinance or from the enforcement of this Agreement. Owners hereby agree 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 Owners' activities in connections 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 Historical Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

f. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

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

14. Notice to State Office of Historic Preservation. The Owners or Agent of the Owners shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

15. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto

IN WITNESS WHEREOF, City and Owners have executed this Agreement on the day and year first written above.

Barrie Coleman
James Coleman

CITY OF BENICIA

BY:
DATED:

BY: Jim Erickson, City Manager
DATED:

BY:
DATED:

APPROVED AS TO FORM

Heather McLaughlin, City Attorney

Exhibit "A"

All that certain real property situate in the County of Solano, State of California, described as follows:

(City of Benicia)

That portion of Lot 2, in Block 45, of the City of Benicia, according to the Official Map thereof made by Benjamin W. Barlow, filed in the office of the County Recorder of Solano County, California in Book 1 of Maps, at Page 124, particularly described as follows:

Beginning at a point on the Northerly line of "J" Street, 45 feet Easterly from the Southwesterly corner of said Lot 2, running thence, Easterly along said Northerly line of "J" Street, a distance of 45 feet; thence, at right angles Northerly 125 feet to the Southerly line of the alley; thence, Westerly along said Southerly line 45 feet; thence, at right angles Southerly 125 feet to the point of beginning.

Assessor's Parcel Number: **0087-152-150**

POR. SEC 2, T.2N., R.3W., M.D.B.& M.
POR. SEC. 35, T.3N., R.3W., M.D.B.& M.

NOTE: ALL STS. & ALLEYS IN
BENICIA ARE FEE INT. BY CITY.
SEE BK. V-D-PG. 250

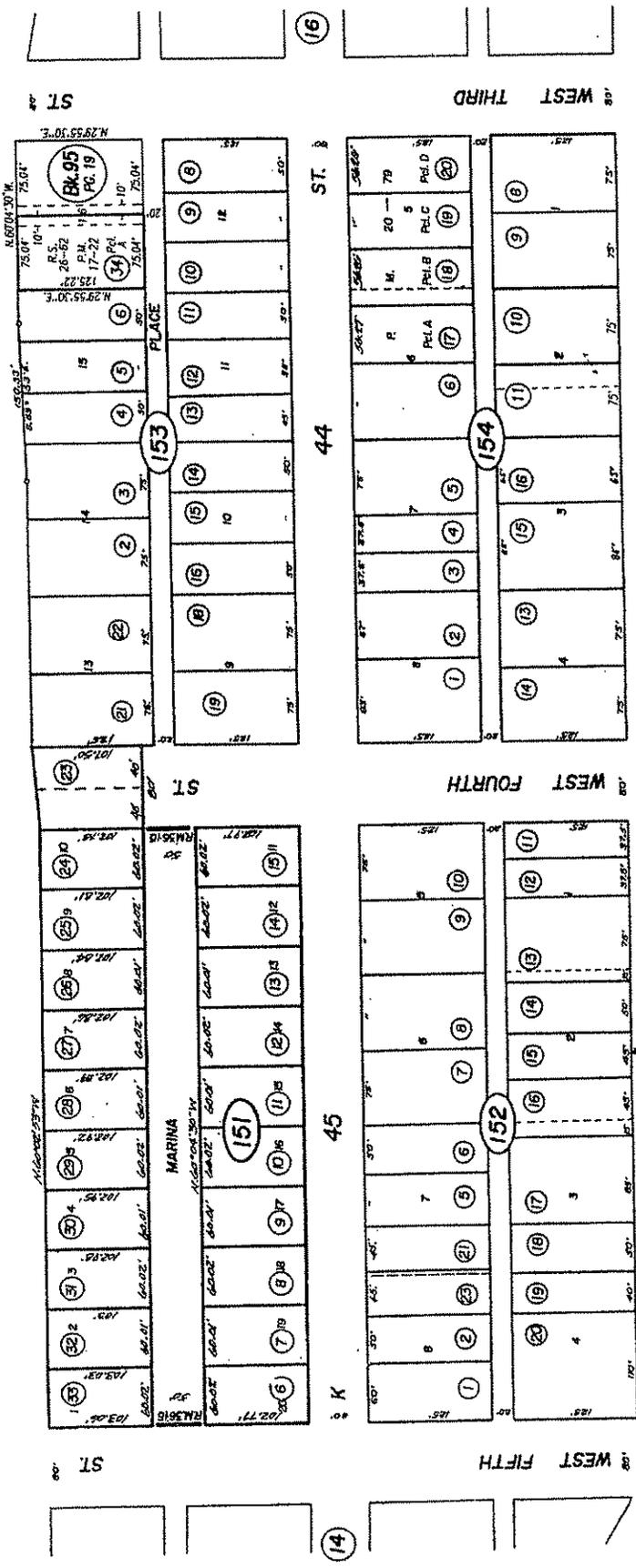
(11)

(11)

MILITARY

(L ST.)

WEST



NOTE: This map is for assessment
purpose only and is not for the
purpose of interpreting legal boundary
rights, zoning regulations and/or
legality of land division laws.

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles Copyright © 1996, Solano County Assessor/Recorder. All rights Reserved

REVISION	DATE	BY
151-34 (65)	9-23-04	SC
154-1081 (04)	6-25-03	SC
151-MARINA PL	10-2-89	S.S.

Bk.89

Benicia City
Marina Views Subd. ; R.M. Bk. 04 Pg. 45
R.M. Bk. 36 Pg. 15

CITY OF BENICIA
Assessor's Map Bk. 87 Pg. 15
County of Solano, Calif.

JAN 10 2005

05-06

EXHIBIT B

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following Standards are to be applied to rehabilitation projects for the Property in a reasonable manner, taking into consideration economic and technical feasibility:

- (1) The Property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- (2) The historic character of the Property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the Property shall be avoided.
- (3) The Property shall 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 architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structure(s), if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archeological resources affected by this project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions and adjacent or related new construction shall 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.

Please refer to the complete text for additional information.

Copied from The Secretary of the Interior's Standards for the Treatment of Historic Properties U. S. Department of the Interior, National Park Service, Weeks and Grimmer, 1995, pg. 62.

Minimum Property Maintenance:

As part of this agreement the Owners shall maintain all buildings, structures, yards and other improvements in a manner that does not detract from the appearance of the immediate neighborhood. The following conditions (including, but not limited to) are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls, and windows, broken windows, peeling exterior paint, broken structures;
2. Scrap lumber, junk, trash or debris;
3. Abandoned discarded or unused objects, equipment such as automobiles, automobile parts, furniture, appliances, containers, cans or similar items;
4. Stagnant water, including pools or spas, or open excavations;
5. Any device, decoration, design, structure, vegetation or landscape which is unsightly by reason of its height, condition or its inappropriate location;
6. graffiti;
7. Incomplete exterior construction where no building inspections have been requested for 6 or more months, or for work which does not require a building permit, where there has been no significant progress for 90 days.

EXHIBIT C

Architectural Rehabilitation and/or Restoration

The City and the Owners agree to the following Rehabilitation projects to be undertaken by the Owners in conformance with Paragraph 4b of this Agreement. In addition, throughout the life of this contract the owner shall maintain Minimum Property Maintenance as described in Exhibit B of Attachment E. The work will be conducted as indicated below.

PROJECTS	SCHEDULE
1. Replace windows and sliding door on the north facing (back) side of house. Includes replacement of two (2) horizontally oriented windows with four (4) vertical windows. Aluminum windows to be replaced using wood frames. Aluminum framed sliding door to be replaced with wood.	2008
2. Landscape backyard.	2009-2010
3. Replace windows on the south facing (front) side of house. Includes replacement of three (3) aluminum windows with wood frames.	2011-2012
4. Replace plywood siding only on the building addition. Materials will differentiate from the original wood siding of the original house.	2013-2014
5. Paint exterior	2015

AGENDA ITEM
HISTORIC PRESERVATION REVIEW COMMISSION MEETING
NOVEMBER 15, 2007
REGULAR AGENDA ITEM

DATE : November 5, 2007

TO : Historic Preservation Review Commission

FROM : Mike Marcus, Assistant Planner

SUBJECT : **APPROVAL OF DESIGN REVIEW FOR EXTERIOR MODIFICATIONS AND APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY AT 242 WEST I STREET**

RECOMMENDATION:

Adopt a resolution approving Design Review for exterior alterations to the existing single-family residence located at 242 West I Street, based on the findings, and subject to the conditions listed in the proposed resolution.

Adopt a resolution recommending that the City Council authorize the City Manager to enter into a Mills Act Contract with the property owner of 242 West I Street in the City of Benicia.

EXECUTIVE SUMMARY:

The applicant requests design review approval for exterior modifications and rehabilitation with regards to foundation repair and leveling, front porch re-construction, shed conversion, deck construction, window treatments, and architectural detailing.

The applicant also requests approval of a Mills Act Contract, as provided by the City of Benicia's Mills Act Program.

The Mills Act Program, enacted by the State of California in 1972, encourages the restoration and preservation of qualified historic buildings through economic incentive and authorizes its implementation by local governments. In 2003, Council approved the City of Benicia Mills Act Program and assigned initial review and recommendation of Mills Act Contract applications to the Historic Preservation Review Commission (Resolution 03-12). The program incentive consists of an alternative method for determining property value for tax assessment purposes. Benicia's Mills Act Program is available to both residential and non-residential properties.

Staff has determined the property at 242 West I Street meets the eligibility requirements for the Mills Act Program and all application requirements have been satisfied.

BUDGET INFORMATION:

An approved Mills Act Contract would reduce the property taxes collected from 242 West I Street. Currently, the property owner pays approximately \$6,180 in property taxes annually. Should the Mills Act Contract be recommended by the Historic Preservation Review Commission and approved by City Council, property taxes could be adjusted to approximately \$1,065 per year.

The City collects 26% of paid property taxes. Without a Mills Act Contract, the City would receive about \$1,600 per year from 242 West I Street. Should the Mills Act Contract be approved, the City would lose approximately \$1,330 per year.

No other budget impacts are anticipated.

ENVIRONMENTAL ANALYSIS:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that work on historic resources that is consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* is categorically exempt from further CEQA review. Mills Act contracts require that all work performed subsequent to entering into a contract is consistent with those standards.

BACKGROUND:

The property is listed as contributing building in the City's Downtown Historic Conservation Plan. In 2004 the City of Benicia hired an outside historic expert, Carol Roland of Roland-Nawi Associates, to perform a survey and analysis of historic properties in the Downtown Historic Overlay District. Ms. Roland's analysis, as outlined in Department of Parks and Recreation (DPR) Form 523 A & B, dated November 20, 2004, states that this residence should continue to be classified as a contributing building within the district. Her analysis indicates that the style of the residence is a combination of the Vernacular pyramidal roof house and Greek Revival.

The exterior alterations presented in this design review application are intended to rehabilitate the historic integrity that has been lost or is currently in jeopardy of being lost. The subject building also meets the eligibility requirements for the Mills Act Program. The applicants' proposed rehabilitation plan is consistent with the goals of the City of Benicia Mills Act program along with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* as demonstrated by the attached checklist. The proposal also meets the City of Benicia General Plan Goal 3.1 which is to "Maintain and enhance Benicia's historic character."

In 2006, the applicant was granted a building permit, 06BLD-00923, to repair and level the foundation; in 2007, the applicant applied for an in-kind re-roof permit, 07BLD-00855. The work associated with both permits has been completed. A final inspection has not been performed on either of the permitted projects.

SUMMARY:

Site Description

The property is located on the south side of West I Street, on the block between West Second and Third Streets. The parcel is 0.14 acre, or 6,098 square feet with terrain that is slightly higher on the west-facing side of the residence. The property consists of a 1,375 square foot house. This is a one-story, two-bedroom home with a total of 1,305 square feet that has a south facing front entrance.

Project Description

The proposed project includes work that has already been performed, as well as future work to be performed. Work that has already been performed involves foundation stabilization, among several other projects. Over the course of the building's life it has settled creating a variety of floor heights; in some areas the structure sagged up to 8". Given the topography of the site, which is higher on the west side of the residence, as well as the varying of floor heights, the applicants chose a baseline height of 18" to raise the structure. Rather than increasing the height of the concrete foundation, the structure was raised by elongating the basement walls.

Other work that has already been performed includes replacing the gutters with historically appropriate ogee metal gutters (without permit); this occurred at the time of the roof replacement. Additionally, the non-historic brick cladding that once covered the residence was removed by a previous owner; much of the original siding is intact; however, many of the architectural details are missing. The applicants have indicated that they intend on completely rehabilitating the residence to bring back its historical character and preserve the building's integrity. In addition to the exterior work, the applicants are completing an extensive interior rehabilitation. This includes an earthquake retrofit, replacement of the plumbing and electrical systems, and installing insulation.

With regards to the structural foundation work and raising the home approximately 18", it is staff's interpretation of both the *Secretary of the Interior's Standards*, as well as the DHCP, that raising the structure is allowable so long as the historic proportions are retained and the front face is not altered in a way that detracts from the original composition. In addition, newly constructed portions of the walls differentiate from the original. The applicant indicated that the building height after raising the structure is approximately 26'. The RS district allows a 30' building height, so the additional height increase of 18" will comply with the maximum building height requirement. The proposed plans indicate that the 18" area will be clad with siding that matches the old, which staff is concerned does not meet the intent of the *Secretary's Standards*. After consulting with the applicants, staff's recommendation is to add a new trim band at the location of the original foundation line. The siding located below the trim/original foundation line shall be differentiated from the original. Staff is recommending a condition of approval that reflects this change.

To address future excavation plans for additional living area in the basement level, which is included in the proposed project, staff has included several conditions to uphold the archaeological integrity of the project.

Work to be performed includes:

- Painting the exterior of the residence
- Repair and rehabilitation of the wood windows
- Reconstruction of the front porch using historical pictures and physical evidence found at site including the column, brackets and paint lines found on the siding
- Reconstruction of missing architectural details/features found on gable ends, eaves and windows using existing paint lines as guides
- Add skylight to main residence
- Replace (2) 24"x24" wood windows on the bottom, east-facing side of the residence with 24"x36" windows of identical material and construction
- Rehabilitation of rear south-facing non-original shed into inhabitable space
 - Reconfigure slope of existing shed roof to increase height, therefore improving an existing non-conforming structure
 - Replace existing original windows in shed with larger wooden windows
 - Add (2) skylights, not visible from the street
- Add deck to rear southeast corner of residence

The proposed project includes reconstructing the front porch to its original design. The applicants have found several pieces of physical evidence that they believe to be part of the original porch, including a front column, paint lines and brackets. While most of the porch's original design can be pieced together, there are still some uncertainties. The *Secretary of the Interior's Standards* allow for the design and construction of a *new entrance or porch when the historic porch is completely missing. It may be a restoration based on historical, pictorial and physical documentation; or be a new design that is compatible with the historic character building.* Staff recommends that as a condition of approval, the final design, supported by physical and photographic evidence, shall be reviewed and approved by the Community Development Director prior to construction.

Also included in the proposed project is the reconstruction of missing architectural features on gable ends, eaves and windows. Clear impressions of these details exist in the paint, which the applicants would like to use as a guide for replacement. Staff is in agreement that these features should be replaced in a manner that is as historically accurate as possible.

Additionally, the proposed project includes a skylight to be located on the flat area of the hipped roof. The skylight would be flush mounted; the applicants have indicated that they would like to install a model that would have the ability to be opened for ventilation. When open, the skylight would be visible from the street. Staff seeks Commission guidance on this matter.

Staff does have some concerns regarding the proposed replacement of (2) 24"x 24" wood windows on the bottom (basement), east-facing side of the residence with 24"x 36" windows of identical material and construction. Staff is concerned that this particular modification is inconsistent with the *Secretary of the Interior's Standards* as well as the Downtown Historic Conservation Plan (DHCP). Therefore, staff recommends that this modification not be included in design review approval, which is reflected in the conditions of approval. In keeping with the

Secretary's Standards, any change to these windows shall be in-kind and shall rehabilitate wherever possible rather than replace.

The proposed plans call for rehabilitation of the rear south-facing, non-original shed into an inhabitable space, not visible from the street. The existing shed is somewhat dilapidated; the applicants would like to improve and remodel the uninhabitable space into a bathroom and laundry room. In doing so, they are proposing to reconfigure the existing slope to a 1:12 slope, resulting in a height increase that meets the minimum required building code. The addition is not visible from the street. According to the *Secretary of the Interior's Standards*, it is appropriate to place *a new addition on a non-character-defining elevation [so long as attention is given to limit] the size and scale in relationship to the historic building*. The applicants would also like to replace the existing shed windows with larger wood windows, as depicted in the proposed plans. In order to meet the *Secretary's Standards*, staff recommends that the proposed addition be differentiated from the old by means of the building's siding. The applicants have agreed to clad the addition in 1" x 6" V-Rustic, which would differentiate from the original siding, 1" x 8" V-Rustic. Staff also recommends that as a Condition of approval, the final design of the shed conversion shall be reviewed and approved by the Community Development Director prior to construction.

The proposed plans also depict a deck to be constructed on the rear-facing southeast corner of the residence. To prevent the deck from being visible from the street, staff recommends a condition of approval to place parameters on the deck dimensions; the applicants have agreed to both of these conditions. The east side of the deck shall be recessed by 1-foot from the rear east-facing façade; furthermore, the south-facing side of the deck shall be flush with the south side of the addition, as depicted in project plans. In addition, the fence that runs parallel to the street shall be moved forward by 4-feet towards West I Street, which will further buffer the deck from street visibility.

Secretary of the Interior's Standards for Treatment of Historic Properties

As a designated contributing historic structure and Mills Act Contract applicant, all exterior changes must comply with the Secretary of the Interior's Standards for Rehabilitation.

When engaging in new exterior alterations, such as raising the building, new construction *will be differentiated from the old and will be compatible with the historic materials, features, sizes, scale and proportion, and massing to protect the integrity of the property and its environment*. These requirements are met by adding a band of trim at the location of the original foundation line and by differentiating the siding located directly below the trim.

With regards to re-constructing the non-original/non-historic rear shed to be inhabitable space, the Standards indicate that new additions should be constructed *so that there is the least possible loss of historic materials and so that character-defining features are not obscured, damaged, or destroyed*. Additionally the *Standards* state that they should be designed *in a manner that makes clear what is historic and what is new*. These requirements are met by differentiating the siding of the rear addition as indicated in the recommended condition of approval.

Staff is concerned that replacing the two 24”x 24” wood windows on the east-facing basement level of the residence with 24”x 36” windows would not be in keeping with the *Secretary’s Standards*. According to the Standards for Rehabilitation, *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property*. The *Standards* also state that where replacement is required, the new feature will match the old. To be consistent with the *Standards*, staff is recommending a condition that the 24”x 24” window opening be retained.

Downtown Historic Conservation Plan

This project is consistent with the Downtown Historic Conservation Plan (DHCP), which contains Design Guidelines for Residential Building Types. In keeping with *Facade Elements and Details*, the project retains all architectural elements, and where replacement is necessary, the materials are similar in character. In keeping with *Guideline 2.2 of Policy 2: Façade Elements and Details*, staff is recommending a condition to maintain the proportions of existing door and window openings and the pattern of existing window sash in replacement work.

With regards to raising and leveling the building, staff’s opinion is that the project meets the intent of the DHCP. Adding trim at the original foundation line and differentiating the siding directly below it will not alter the street façade in a way that detracts from the original composition or proportions. There will be no new entries or door openings; additionally, the architectural style, details and original materials of the building will be carried throughout.

To address the rear conversion of the shed to inhabitable space, the proposed project meets the DHCP’s requirement that additions should be located to the rear of the existing structure. To address *Guideline 1.4 of Policy 1: Design Integrity*, the roof form of the primary residence will not be altered; rather, the changes will only impact the roofline of the attached shed. In addition, there will be no impact to the principal façade.

Conclusion

The fore mentioned projects and those listed in the Mills Act Contract’s Architectural Rehabilitation and/or Restoration Plan, included in “Exhibit C” of the Contract are consistent with the historic preservation goals established by the City of Benicia. The City of Benicia General Plan Goal 3.1 is to “Maintain and enhance Benicia’s historic character.” This rehabilitation work is also consistent with the *Secretary of the Interior’s Standards for the Treatment of Historic Properties* as demonstrated by the attached checklist. This type of work is appropriate for Mills Act contracts.

FURTHER ACTION:

The Historic Preservation Review Commission action on the Design Review portion of this application will be final unless appealed to the Planning Commission within ten business days.

The Mills Act contract recommendation of the Historic Preservation Review Commission will be forwarded to the City Council for final action. The decision of the Historic Preservation Review Commission may be appealed to the Planning Commission within ten business days.

Attachments:

- ❑ Checklist for the Secretary of the Interior's Standards for Rehabilitation
- ❑ Site Plans
- ❑ Site Photographs
- ❑ Department of Parks & Recreation (DPR) Form A & B
- ❑ Draft Resolution recommending Design Review approval for 242 West H Street
- ❑ Draft Resolution recommending City Council approval of a Mills Act Contract for 242 West H Street
- ❑ Draft Contract
 - Exhibit A: Legal Description of Property
 - Exhibit B: Secretary of the Interior Standards for
 - Exhibit C: Architectural Rehabilitation and/or Restoration Schedule

ATTACHMENT A

**CHECKLIST FOR THE SECRETARY OF THE
INTERIOR'S STANDARDS FOR
REHABILITATION**

Secretary of Interior's Standards for Rehabilitation
Mills Act Contract (07PLN-0075)
242 West I Street, Benicia, CA

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

An assumption is made prior to work that existing historic fabric has become damaged or deteriorated over time and, as a result, more repair and replacement will be required. Thus, latitude is given in the **Standards for Rehabilitation and Guidelines for Rehabilitation** to replace extensively deteriorated, damaged, or missing features using either traditional or substitute materials.

The bold text is the applicable Secretary of Interior's Standard for Rehabilitation guideline. The regular text is staff's response about how the particular guideline or policy relates to the proposed project.

- 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.**
The existing residential use will not change.
- 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.**
This project does not propose the removal of any distinctive materials. The building's spatial relationships will be maintained so long as a band of trim is added at the location of the original foundation line and the new siding to be located below the trim line is differentiated from the original. Furthermore, the windows located on the east-facing side of the residence at the basement level must retain their size of 24"x 24".
- 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.**
There are no proposed additions or changes that will create a false sense of historical development. The conversion of the existing shed into inhabitable living area will follow the *Secretary's Standards*.
- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.**
This project does not propose changes to any features that have acquired historic significance.
- 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.**

The rehabilitation work plan included in the design review application and draft contract would preserve the distinctive materials, features, finishes and construction techniques of the property. The focus of the work plan is to repair the existing materials instead of replacement.

- 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.**

The proposed rehabilitation would repair any distinctive materials, features, finishes, and construction techniques of the building. Rehabilitation of the front porch as well as a variety of architectural details along the front façade will require some replacement of missing features; all replacements will match the old in design, color, texture, and where possible, materials. In addition, any future general maintenance performed during the term of the contract that involves deteriorated historic features that cannot be repaired will be replaced in-kind and will match the old in 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.** There will be no chemical or physical treatments undertaken in this project.

- 8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.**

Any work in this project that occurs below grade will be performed in accordance with the proposed cultural resources monitoring plan, pursuant to the conditions of approval. If deposits of prehistoric or historic archeological materials are encountered during project construction, all work at the find shall be halted until an archeologist can examine the find and make recommendations. If human remains are encountered at any point during project construction, work shall halt at the find and the Solano County Coroner shall be notified immediately. In addition, the archeological monitor shall be contacted to examine the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification.

- 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.**

The proposed reconstruction of the front porch, located on the north-facing front façade, will be supported by physical and photographic evidence. When engaging in new exterior alterations, such as raising the building, new construction *will be differentiated from the old and will be compatible with the historic materials, features, sizes, scale and proportion, and massing to protect the integrity of the property and its environment.* These requirements are met by adding a band of trim at the location of the original foundation line and by differentiating the siding located directly below the trim. Similarly, the conversion of the

shed into inhabitable space will be differentiated by a different siding and is not visible from the street.

Future exterior alterations will be limited to repair or replacement in-kind therefore will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

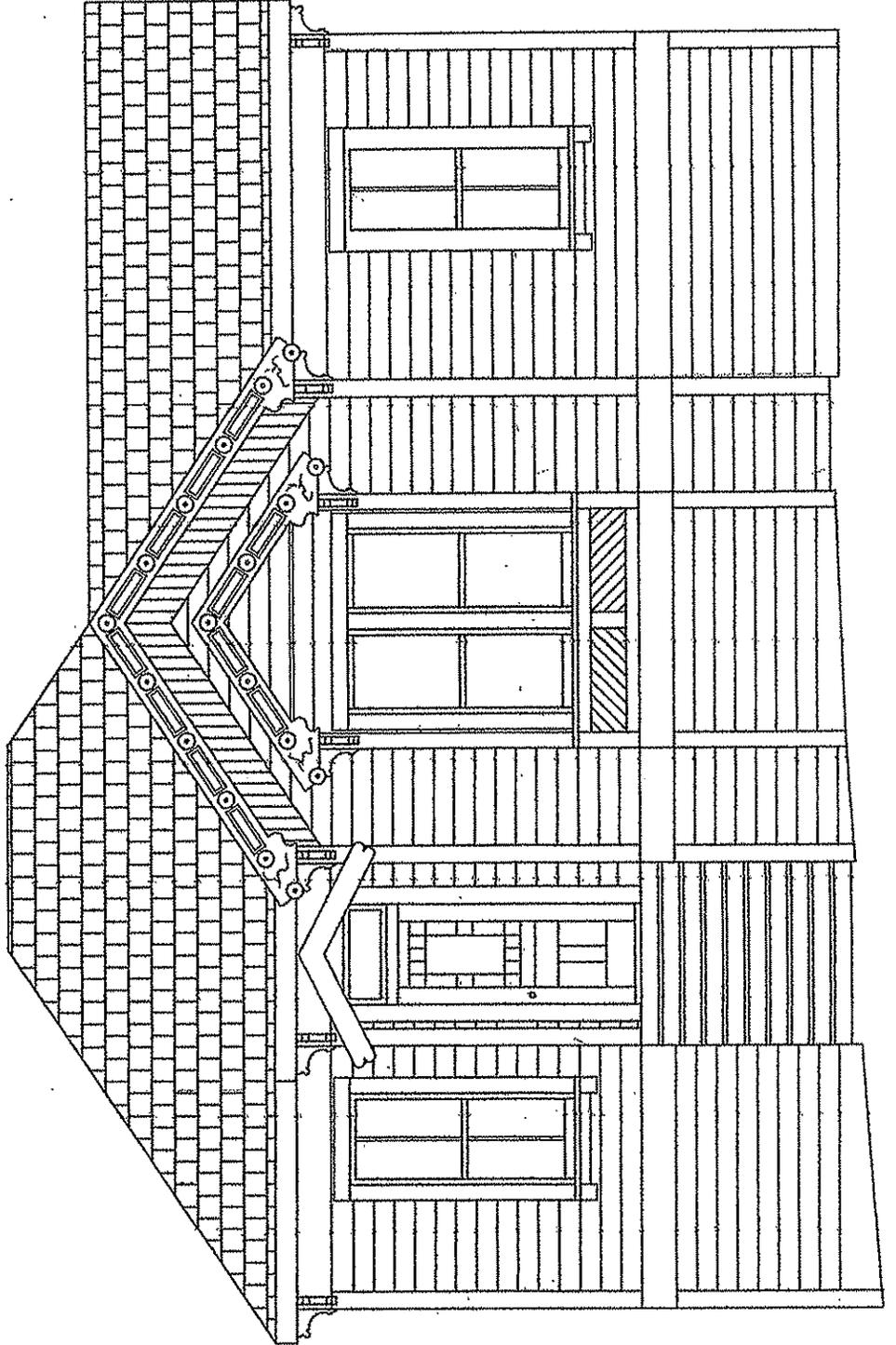
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

All modifications and alterations will be done in such a way as to maintain the essential form and integrity of the property.

ATTACHMENT B

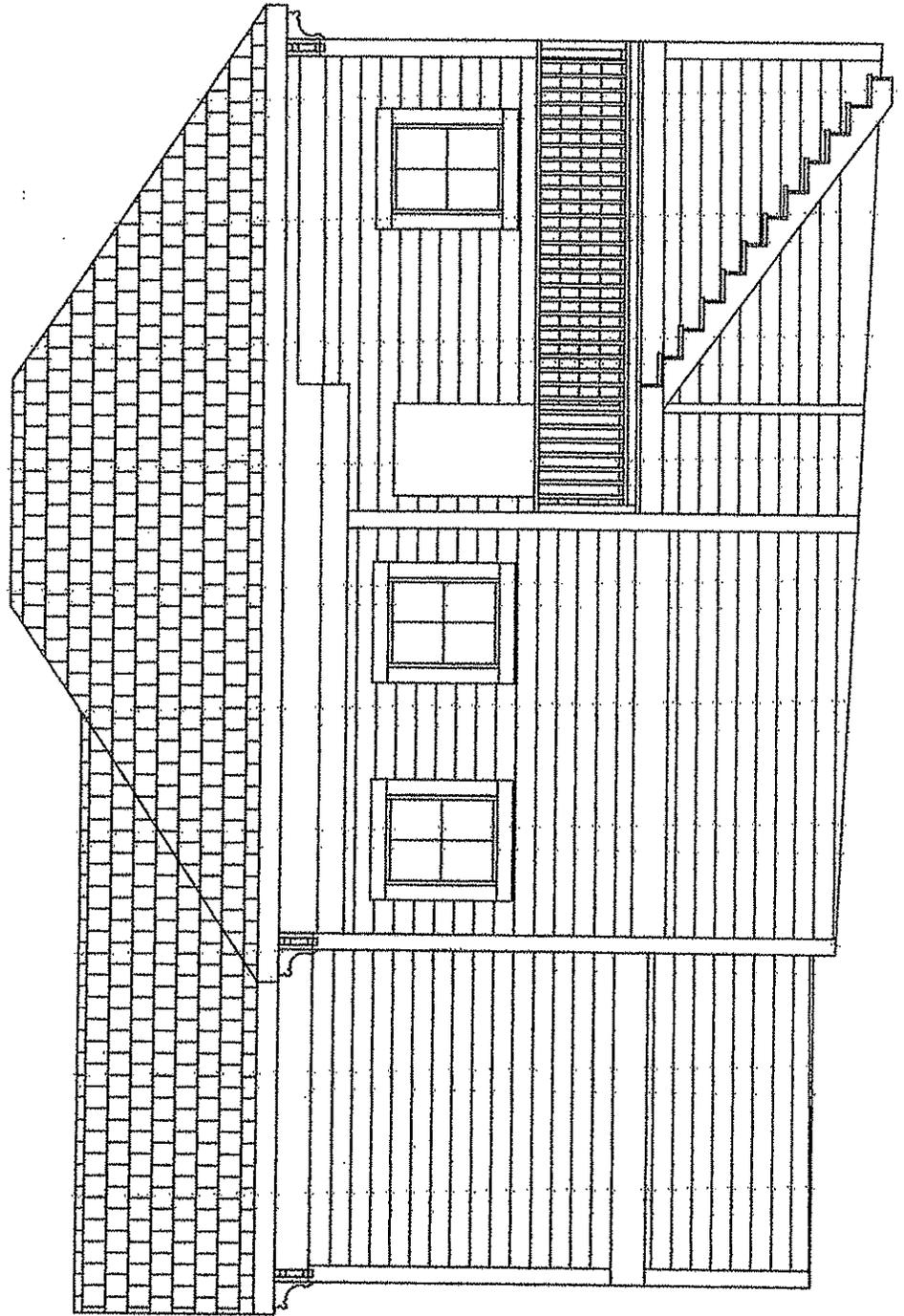
SITE PLANS

RECEIVED
OCT 31 2007
CITY OF BENICIA
COMMUNITY DEVELOPMENT

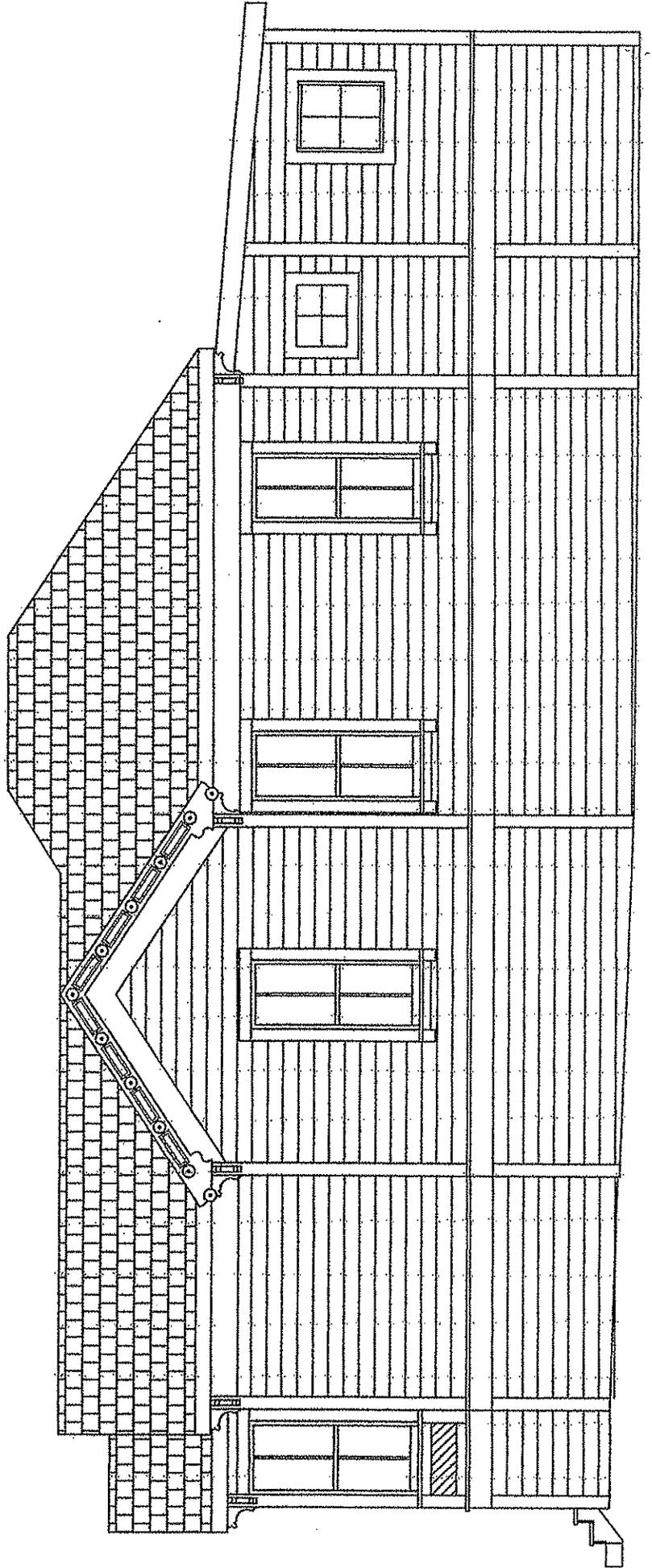


07PLN-87

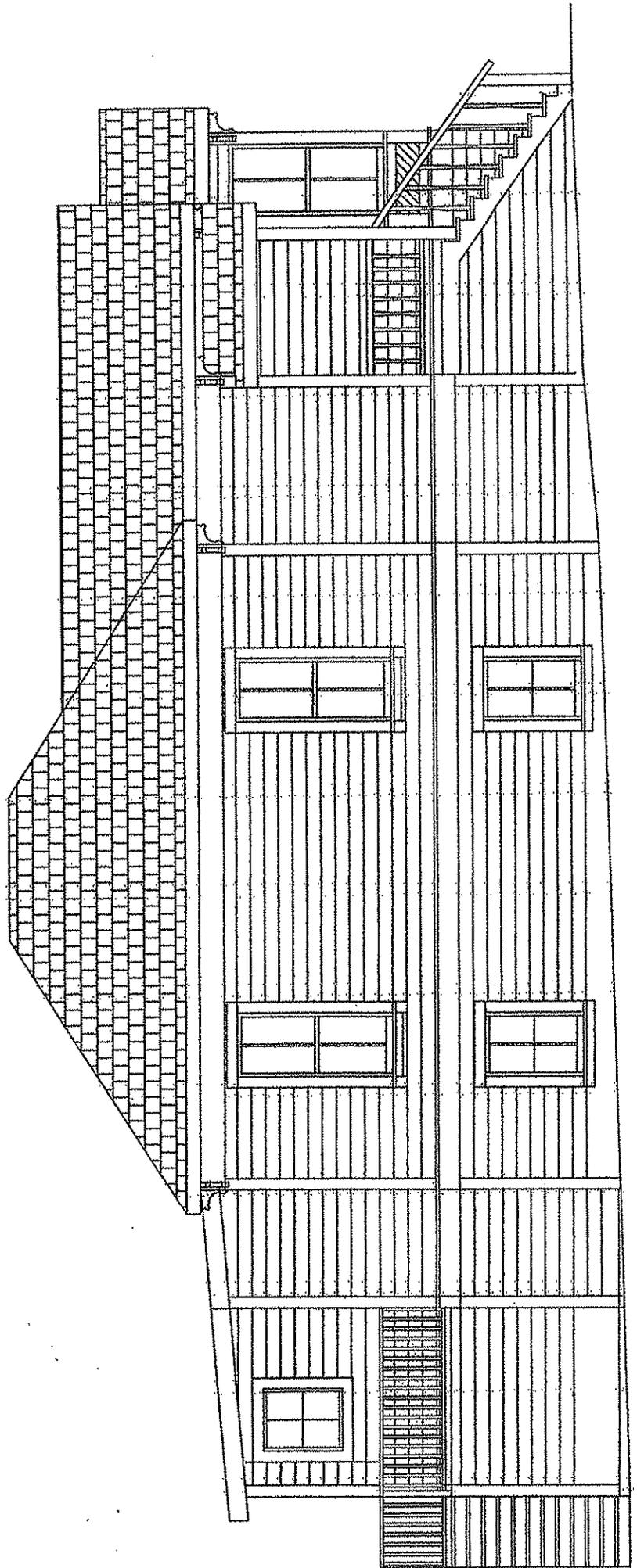
242 W. I ST NORTH (FRONT) ELEVATION-NEW



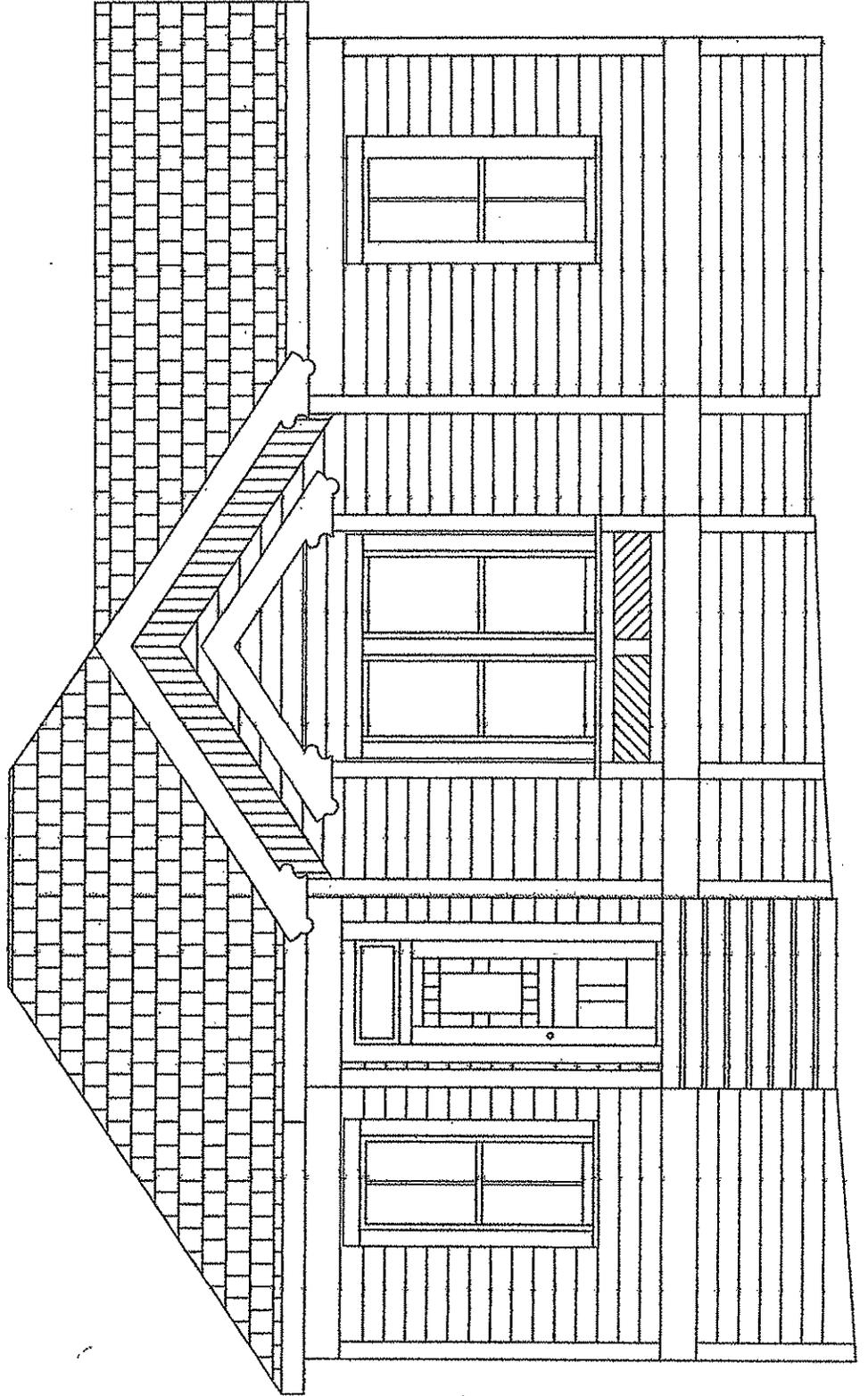
242 W. I St. SOUTH ELEVATION- NEW



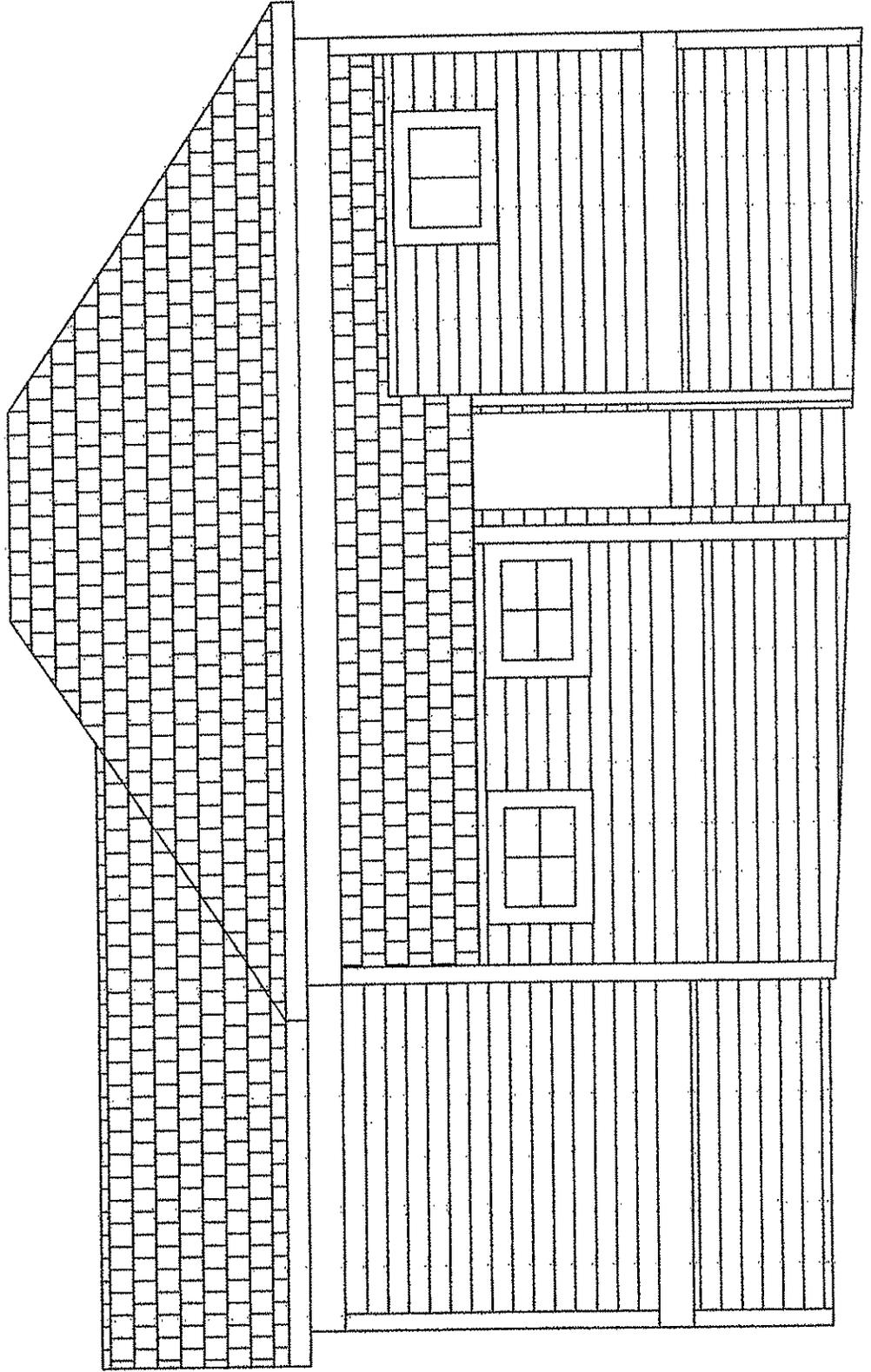
242 W. I St WEST ELEVATION- NEW



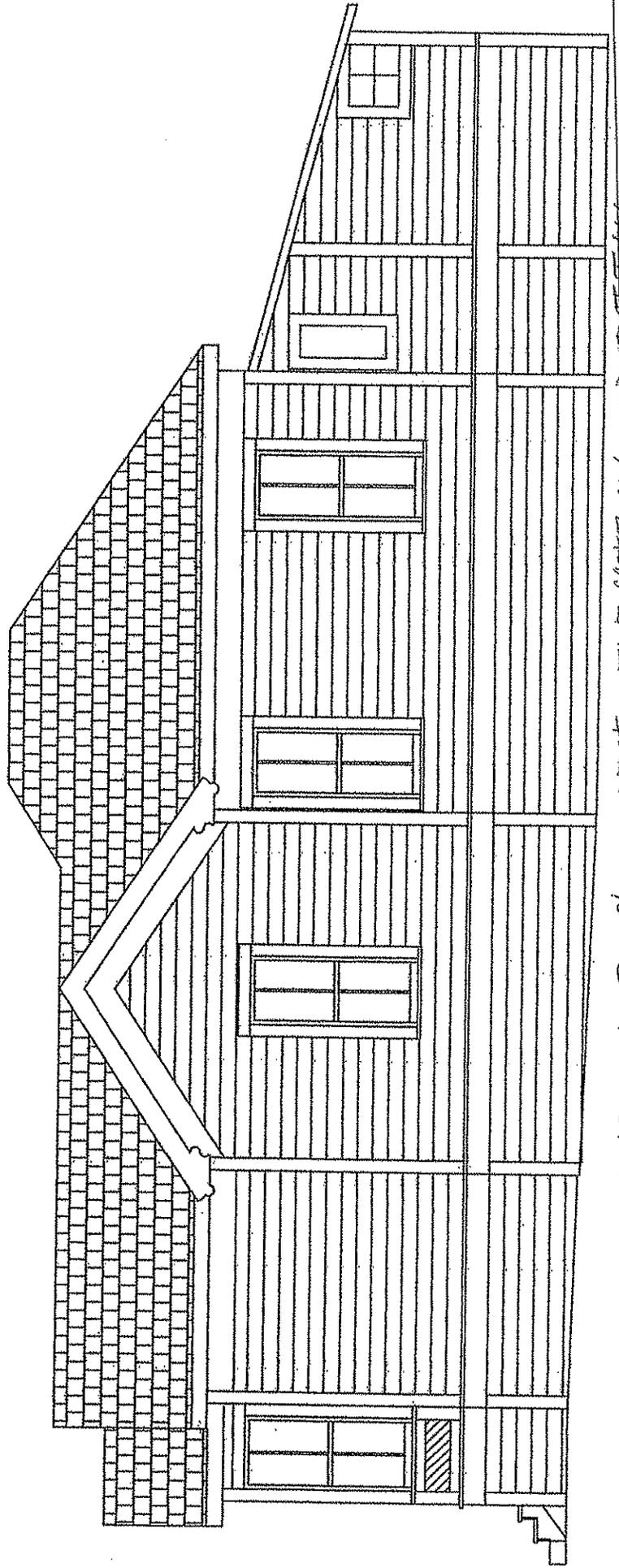
242 W. I St. EAST ELEVATION - NEW



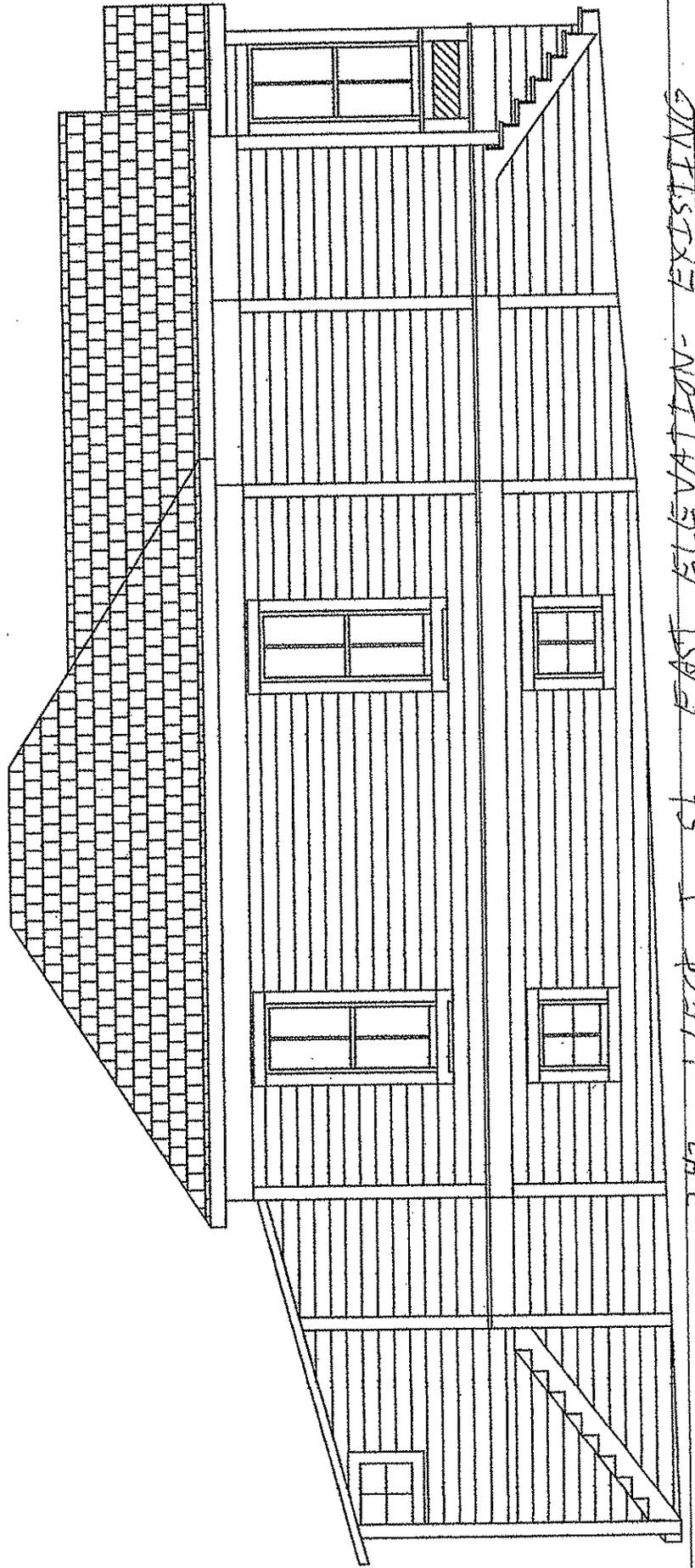
242 W I ST. NORTH (FRONT) ELEVATION - EXISTING



242 W. I St. SOUTH ELEVATION- EXISTING

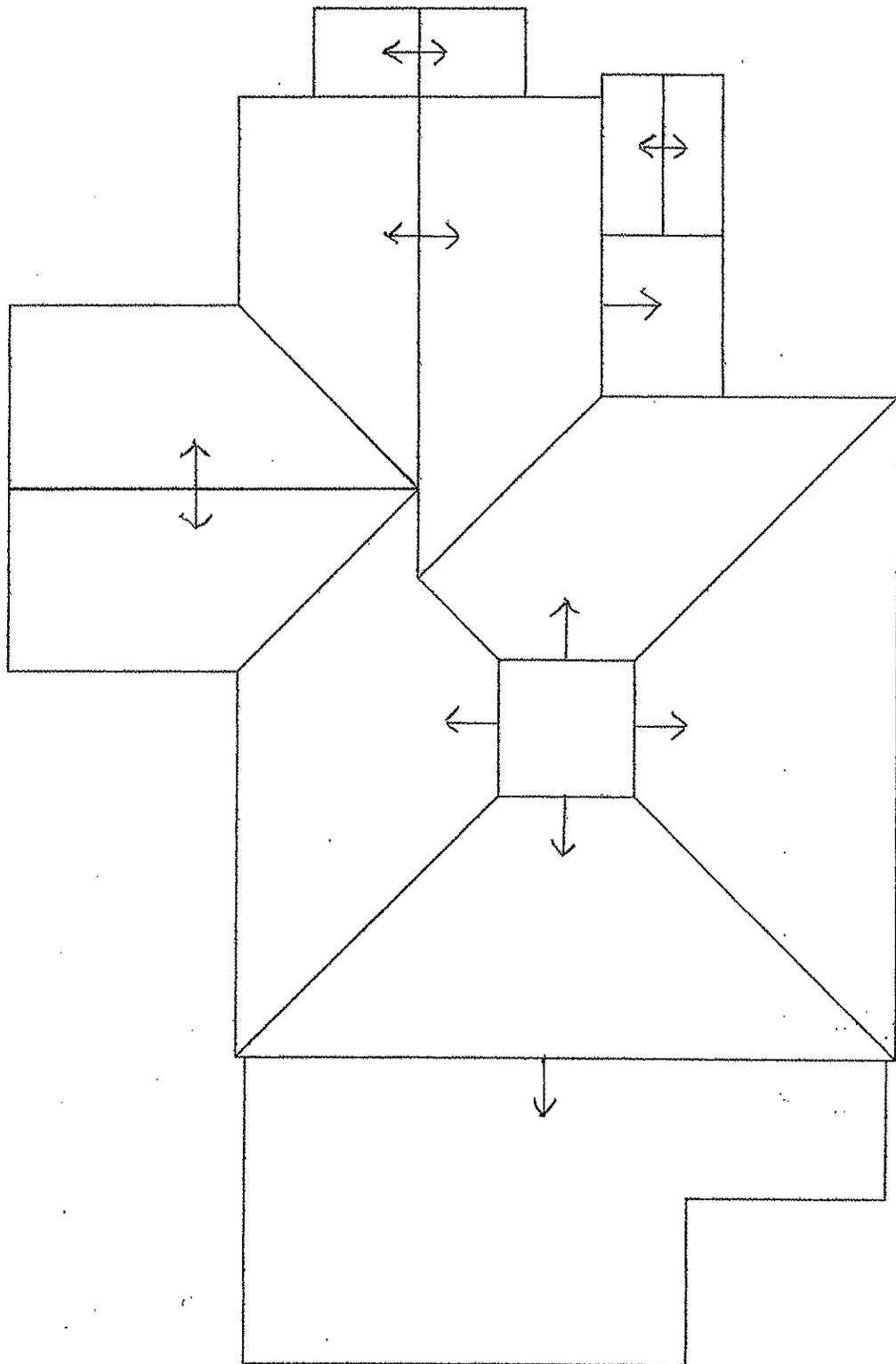


242 W. F. ST. WEST ELEVATION - EXISTING

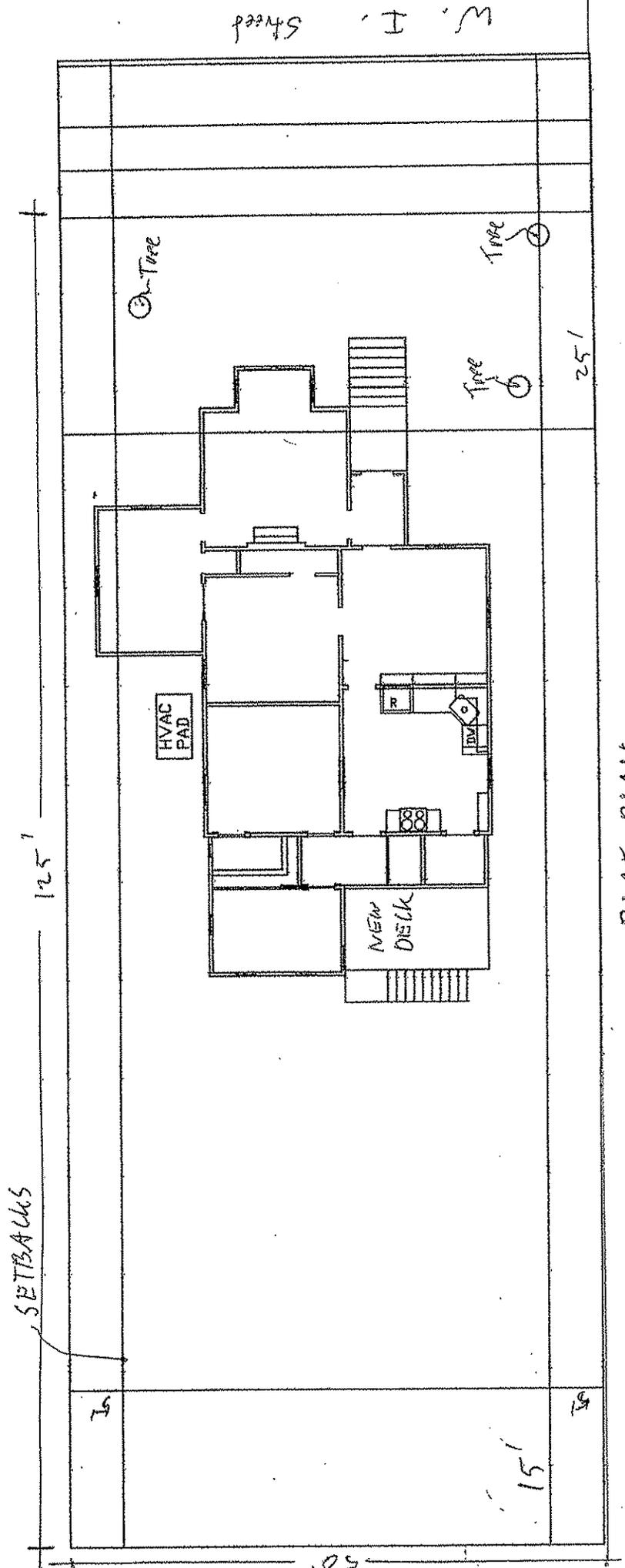
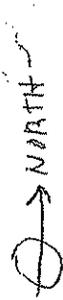


292 WEST I. St. EAST ELEVATION- EXISTING

242 W. F. St.
Root Plan



242 W. I St.



FLOOR PLAN

ATTACHMENT C
SITE PHOTOGRAPHS

Attachment C: Site Photographs



Image 1: Front façade prior to construction



Image 2: Front façade during construction

Attachment C: Site Photographs (cont'd)



Image 3: Rear of west facing: view of shed addition to be converted to living space



Image 4: South-facing façade: view of shed addition and area of proposed deck

ATTACHMENT D

**DEPARTMENT OF PARKS AND RECREATION
FORMS 523 A & B**

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #: _____
 HRI # _____
 Trinomial _____
 NRHP Status Code: _____
 Other Listings _____
 Review Code _____ Reviewer _____ Date _____

*Resource Name or #: 242 West I Street

- P1. Other Identifier: none
- *P2. Location: *a. County Solano
- b. Address: 242 West I Street
- *c. City: Benicia Zip 94510
- d. UTM: N/A
- e. USGS Quad: Benicia T2N R3W MDM
- *f. Other Locational Data (APN #): 89-042-19

***P3a. Description**

This house has a compound plan and an unusual form. The principal body of the house is a rectangular hip roof space. A narrow front gable wing projects toward the street with a small, flat roofed and slightly recessed vestibule attached to its east side. Roofs are moderately sloped, with small overhangs, and facias have an applied woodwork pattern at the ends. A square bay projects from the gable wing. The bay has a gable roof and one-over-one vertically emphasized windows. The vestibule is tucked into the L formed by the intersection of the gabled wing and the primary body of the house. The vestibule is narrow with a paneled and glazed door. It is accessed via wooden steps and a small wooden stoop. There is no porch and no balustrade on the stair. Fenestration, other than that in the bay, consists of two-over-two vertically emphasized windows. The house is on a raised foundation and is clad with clapboard. In style the house combines elements of the Vernacular pyramidal roof house and the Greek Revival.

*P3b. Resource Attributes: HP2

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

P5b. Description of Photo: Front façade, view south

*P6. Date Constructed/Age: 1870

P5. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



Prehistoric Historic Both

*P7. Owner and Address:
 Therese Cannon
 242 West I Street
 Benicia, CA 94510

*P8. Recorded by:
 Carol Roland
 Roland-Nawi Associates
 4829 Crestwood Way
 Sacramento, CA 95822

*P9. Date Recorded: 11-20-04

*P10. Type of Survey: Intensive
 Reconnaissance Other

Describe Eligibility Evaluation

*P11. Report Citation: none

*Attachments: NONE Map Sheet Continuation Sheet Building, Structure, and Object Record Linear Resource Record Archaeological Record District Record Milling Station Record Rock Art Record Artifact Record Photograph Record Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Identifier: 242 West I Street

*NRHP Status Code: 3D

B1. Historic Name: N/A

B2. Common Name: none

B3. Original Use: Residential

B4. Present Use: Residential

*B5. Architectural Style: A combination of vernacular house form and elements of the Greek Revival.

*B6. Construction History: Unknown.

*B7. Moved? No Yes Unknown

Date: N/A

Original Location: same

*B8. Related Features: none

B9a. Architect: unknown

B9b. Builder: unknown

*B10. Significance: Theme: Benicia Downtown District

Period of Significance: 1847-1940

Property Type: Single Family

Applicable Criteria: A / C

The house is an interesting example of a combination of styles that appear elsewhere in the downtown historic area. However, in its plan and combination of elements it is unique. The house is associated with the early development of residential neighborhoods off of the main commercial street (First Street). It retains its integrity of design materials, workmanship, setting, location and association. It currently contributes to the Downtown Historic District and should continue to so.

B11. Additional Resource Attributes: N/A

B12. References: McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred Knopf (1986); Bruegmann, Robert. *Benicia Portrait of an Early California Town: An Architectural History* (San Francisco: 101 Productions (1980); Woodbridge, Sally and Cannon Design Group. *Benicia, California: Downtown Historic Conservation Plan*. City of Benicia, 1990; Sanborn Map Benicia, CA. 1886; 1986 Benicia Historic Inventory form.

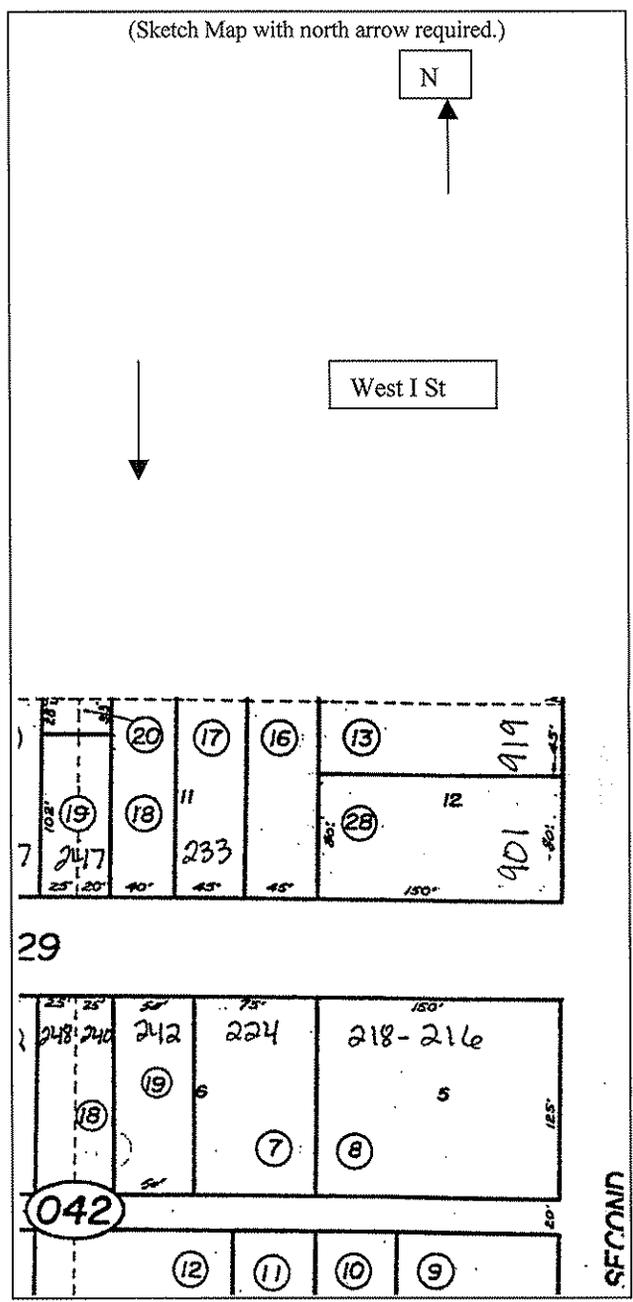
BUILDING, STRUCTURE, AND OBJECT RECORD

Remarks: N/A

B14. Evaluator: Carol Roland, Ph.D.

Roland-Nawi Associates: Preservation Consultants
4829 Crestwood Way
Sacramento, CA 95822

B 15. Date of Evaluation: 11-22-04



(This space reserved for official comments.)

ATTACHMENT E

**DRAFT RESOLUTION
DESIGN REVIEW APPLICATION 07PLN-87**

RESOLUTION NO. 07- (HPRC)

A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA APPROVING DESIGN REVIEW PERMIT FOR THE EXTERIOR ALTERATIONS TO THE SINGLE-FAMILY RESIDENCE LOCATED AT 242 WEST I STREET (07PLN-87)

WHEREAS, Tom and Crystal DiStefano, owners of 242 West I Street, requested design review approval for exterior modifications and rehabilitation with regards to foundation repair and leveling, front porch re-construction, shed conversion, rear deck construction, window treatments, skylights, and architectural detailing; and

WHEREAS, the Historic Preservation Review Commission, at a regular meeting on November 15, 2007, conducted a public hearing to review the request; and

NOW, THEREFORE BE IT RESOLVED THAT the Historic Preservation Review Commission of the City of Benicia hereby finds that:

- A. The City has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review.
- B. The design of this project is consistent with the purposes of the City of Benicia Zoning Ordinance and the Downtown Mixed Use Master Plan.
- C. The proposed rehabilitation is consistent with the Downtown Historic Conservation Plan's guidelines *because the front porch will be reconstructed to resemble its original appearance, proportions of existing door and window openings and the pattern of existing window sash in replacement work will be maintained, raising and leveling will not alter the street façade in a way that detracts from the original composition or proportions, and the rear conversion of the shed to inhabitable will be located to the rear of the existing structure without alteration to the roof form of the primary residence.*

BE IT FURTHER RESOLVED THAT the Historic Preservation Review Commission of the City of Benicia hereby approves the design review permit subject to the following conditions:

- 1. The plans submitted for approval and development of the site shall be in substantial compliance with the plans dated received "October 31, 2007" prepared by the applicant marked Exhibit "A" and on file in the Community Development Department.

2. The project shall adhere to all applicable ordinances, standard plans, and specifications of the City of Benicia.
3. This approval shall expire two years from the date of approval, unless made permanent by the issuance of a building permit and the commencement of work that is diligently pursued to completion. Alternatively, the time period may be extended, by the Community Development Director, if the application for time extension is received prior to the end of the initial two year deadline and there has been no change in the City's development policies which affect the site, and there is no change in the physical circumstances nor new information about the project site which would warrant reconsideration of the approval.
4. Any alteration of the approved plans, including substitution of materials, shall be requested in writing and approved by the Community Development Director or designee prior to changes being made in the field.
5. Construction activities shall meet all municipal code requirements for hours of operation. Construction equipment shall be adequately muffled and controlled. These requirements shall be made a condition of all related contracts for the project.
6. A trim band shall be added around the house at the location of the original foundation line to differentiate the new construction resulting from raising the home 18". The siding located below the trim/original foundation line shall be differentiated from the original.
7. Any excavation that occurs on site shall abide by the following cultural resource monitoring plan:
 - a. If deposits of prehistoric or historic archeological materials are encountered during project construction, all work at the find shall be halted until an archeologist can examine the find and make recommendations.
 - b. If human remains are encountered at any point during project construction, work shall halt at the find and the Solano County Coroner shall be notified immediately. In addition, an archeologist shall be contacted to examine the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. Pursuant to Section 5097.98 of the public Resources Code, the Native American Heritage Commission will identify a Native American Most Likely Descendent to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.
8. The final design of the front porch reconstruction, supported by physical and photographic evidence, shall be reviewed and approved by the Community Development Director prior to construction

9. The 24"x 24" wood windows at the basement level of the east-facing side of the residence shall maintain their size and proportions, pursuant to the Downtown Historic Conservation Plan (DHCP).
10. The shed conversion/ addition on the rear south-facing side of the residence shall be clad in 1" x 6" V-Rustic siding. The final design of the shed conversion/addition and the resulting window placements shall be reviewed and approved by the Community Development Director prior to construction.
11. The new construction of the rear deck on the rear-facing southeast corner of the residence shall adhere to several parameters. The east side of the deck shall be recessed by 1-foot from the rear east-facing façade; the south-facing side of the deck shall be flush with the south side of the converted shed/addition, as depicted in project plans. Additionally, the fence that runs parallel to the street shall be moved forward by 4-feet towards West I Street, further buffering the deck from street visibility.
12. Prior to the issuance of a building permit, tree trimming and/or removal permits from the Parks and Community Services department are required if the scope of work has an impact on existing trees.
13. The applicant or permittee shall defend, indemnify, and hold harmless the City of Benicia or its agents, officers, and employees from any claim, action, or proceeding against the City of Benicia or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director's, Historic Preservation Review Commission or any other department, committee, or agency of the City concerning a development, variance, permit or land use approval which action is brought within the time period provided for in any applicable statute; provided, however, that the applicant's or permittee's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the applicant or permittee of any said claim, action, or proceeding and the City's full cooperation in the applicant's or permittee's defense of said claims, actions, or proceedings.

ATTACHMENT F

**DRAFT RESOLUTION
MILLS ACT APPLICATION 07PLN-81**

RESOLUTION NO. 07- (HPRC)

A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 242 WEST I STREET

WHEREAS, the purpose of the Mills Act Program is to encourage the preservation, restoration and rehabilitation of historic properties within the City of Benicia; and

WHEREAS, the property at 242 West I Street is listed as a potential landmark building in the Downtown Historic Conservation Plan; and

WHEREAS, General Plan Goal 3.1 is to “Maintain and enhance Benicia’s historic character” and preservation and rehabilitation of the historic building at 242 West I Street is consistent with this Goal; and

WHEREAS, all exterior work undertaken pursuant to the subject Mills Act Contract must be consistent with the Secretary of the Interior’s Standards; and

WHEREAS, the City has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review; and

WHEREAS, the Historic Preservation Review Commission at a regular meeting on November 15, 2007 considered the Mills Act contract application of Tom and Crystal DiStefano.

NOW, THEREFORE, BE IT RESOLVED THAT the Historic Preservation Review Commission of the City of Benicia hereby finds that:

The proposed application is consistent with General Plan Goal 3.1 as the proposed contract will allow the applicant to continue to preserve and enhance a historic building at 242 West I Street.

BE IT FURTHER RESOLVED THAT the Historic Preservation Review Commission recommends that the City Council approve the Mills Act Contract application of Tom and Crystal DiStefano.

On motion of Commissioner _____, seconded by Commissioner _____, the above Resolution was adopted at a regular meeting of the Historic Preservation Review Commission on November 15, 2007 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Gina D. Eleccion
Historic Preservation Review Commission Secretary

ATTACHMENT G
DRAFT CONTRACT

WHEN RECORDED, RETURN TO:

CITY OF BENICIA
250 East L Street
Benicia, CA 94510
Attention: City Clerk

HISTORICAL PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of DATE, by and between the CITY OF BENICIA, a municipal corporation (hereinafter referred to as the "City"), and Tom and Crystal DiStefano (hereinafter referred to as the "Owner").

WITNESSETH

A. Recitals

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owners of qualified historical properties, as the term is defined by Government Code Section 50280.1, for the purpose of restricting development of its cultural and historic significance and continuing maintenance of the historical property;
2. Owner possess fee title in and to that certain real property, together with associate structures and improvements thereon, located at the street address 242 West I Street, Benicia, CA 94510 (hereinafter, shall be referred to as the "the Historical Property"). A legal description of the Property is attached hereto and incorporated herein by this reference as Exhibit A;
3. On DATE the City Council of the City of Benicia adopted Resolution No. 07- thereby declaring its intention to enter into this Historic Property Preservation Agreement.
4. City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

B. Agreement

NOW, THEREFORE, City and Owner, in consideration of the mutual promises, covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on DATE and shall remain in effect for a term of (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement (hereinafter "renewal date"), one (1) year shall automatically be added to the term of the Agreement, unless timely notice of nonrenewal, as provided in paragraph 2, is given. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
2. Notice of Nonrenewal. If City or Owner desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of the contract as follows: (1) Owner must serve written notice of nonrenewal at least ninety (90) days prior to the renewal date or (2) City must serve written notice within sixty (60) days prior to the renewal date. Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of nonrenewal to Owner.
3. Valuation of Historical Property. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historical Property pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
4. Standards for Historical Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
 - a) Owner shall preserve and maintain the characteristics of cultural and historical significance of the Property in accordance to the Secretary of the Interiors Standards for Rehabilitation and the minimum maintenance standards, identified in Exhibit "B", attached hereto, which shall apply to the property throughout the term of this Agreement. New additions, exterior alterations, or related new construction shall comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.
 - b) Owner shall make improvements to bring the Property into good condition. Attached hereto, marked as Exhibit "C", and incorporated herein by this reference, is a list of work that both City and Owner agree is necessary to bring the Property into good condition.

Owner shall undertake all improvements in accordance with Exhibit "C". If the schedule set out in Exhibit "C" is not complied with, then City will use the following process to determine whether the owner is making good faith progress on the schedule of work. Upon City's request, the Owner shall submit documentation of expenditures, made to accomplish the next highest priority improvement project for the property, within the last 24 months. The owner shall be determined to be in substantial compliance when the expenditures are equal to or greater than the property tax savings provided by the Property being in the Mills Act Program. This schedule set out in Exhibit "C" shall be revised to reflect the schedule change. The Community Development Director shall have the ability to administratively adjust the schedule timeline, in concurrence with the property owner, only by written recorded instrument executed by the parties hereto.

5. Inspections and Annual Reporting. Owner agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and the City as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. Owner agrees to provide the City with a report as to the status of the Historic Property annually and when any improvements or changes have been made.
6. Provision of Information. Owner hereby agree to furnish City with any and all information requested by City when the City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
7. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Section 50285 may cancel this Agreement if it determines that Owner has breached any of the conditions of the Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines that Owner has failed to restore or rehabilitate the Historical Property in the manner specified in paragraph 4 of this Agreement.

In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee of twelve and one-half percent (12 1/2%) of the current fair market value of the Historic Property at the time of cancellation, as determined by the county assessor as though the Historic Property were free of any restrictions pursuant to this Agreement.

8. Enforcement of Agreement. In lieu of 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 the Agreement, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within (30) days and must thereafter be diligently pursued to completion by Owner, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any violation by Owner or apply for such other relief as may be appropriate.

9. Waiver. 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 the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

10. Binding Effect of Agreement. Owner hereby subject the Historical Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historical Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historical Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

11. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Benicia
250 East L Street
Benicia, California 94510

Owner: Tom and Crystal DiStefano
242 West I Street
Benicia, CA 94510

12. General Provisions

a. 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 them to be considered joint ventures or members of any joint enterprise.

b. Owner agree to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owner or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historical Property from application or enforcement of the City's Historical Preservation Ordinance or from the enforcement of this Agreement. Owner hereby agree 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 connections 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 Historical Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

f. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

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

14. Notice to State Office of Historic Preservation. The Owner or Agent of the Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

15. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto

IN WITNESS WHEREOF, City and Owners have executed this Agreement on the day and year first written above.

Tom DiStefano
Crystal DiStefano

CITY OF BENICIA

BY:
DATED:

BY: Jim Erickson, City Manager
DATED:

BY:
DATED:

APPROVED AS TO FORM

Heather McLaughlin, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

(See attached sheet)

SCHEDULE A - Continued

4. The land referred to herein is situated in the State of California, County of Solano, City of Benicia, described as follows:

A PORTION OF LOT 6, IN BLOCK 29, AS THE SAME ARE LAID DOWN AND DELINEATED ON THE OFFICIAL MAP OF THE CITY OF BENICIA, MADE BY BENJAMIN W. BARLOW, AND FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, IN BOOK 1 OF MAPS, AT PAGE 124, AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF "I" STREET IN SAID CITY OF BENICIA WHICH IS DISTANT EASTERLY 25 FEET FROM THE NORTHWEST CORNER OF LOT 6 IN BLOCK 29, AS LOT AND BLOCK ARE SHOWN UPON THE MAP ABOVE REFERRED TO; RUNNING THENCE FROM SAID POINT OF COMMENCEMENT EASTERLY ALONG THE SOUTHERLY LINE OF "I" STREET, 50 FEET TO A POINT; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 6, 125 FEET TO A POINT ON THE NORTHERLY LINE OF AN ALLEY, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID ALLEY, 50 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 6, 125 FEET TO THE POINT OF COMMENCEMENT.

APN: 0089-042-190

89-04

Tax Area Code

FOR T.2 N. R.3 W. M.D.B. & M.

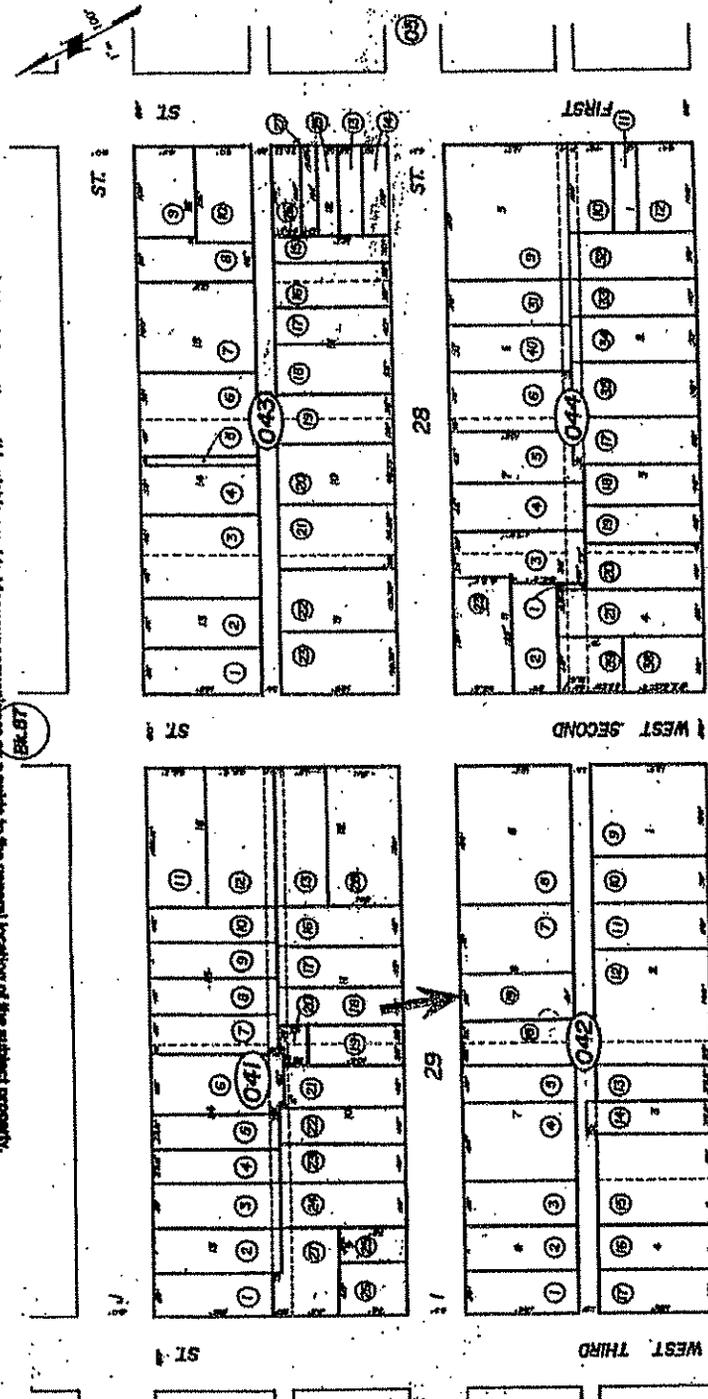
1000

Assessor's Map Bk. 89 Pg. 04

County of Solano, Calif.

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01-02 FEB 6 6 2001



CITY OF BENICIA
Assessor's Map Bk. 89 Pg. 04
County of Solano, Calif.

NOTE: This map is for information only and is not for the purpose of determining legal boundary rights, unless indicated on the map by the Assessor's Office.

NOTE: Assessor's Block Numbers Shown in Dashed Lines
Assessor's Parcel Numbers Shown in Circles

DATE	01-02
BY	...
REVISION	...

NOTE- ALL STS. & ALLEYS IN BENICIA ARE FEE WT. BY CITY SEEN/VA- P/L 250

Benicia City, R.M. Bk. 4, Pg. 45

EXHIBIT B

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following Standards are to be applied to rehabilitation projects for the Property in a reasonable manner, taking into consideration economic and technical feasibility:

- (1) The Property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- (2) The historic character of the Property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the Property shall be avoided.
- (3) The Property shall 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 architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structure(s), if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archeological resources affected by this project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions and adjacent or related new construction shall 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.

Please refer to the complete text for additional information.

Copied from The Secretary of the Interior's Standards for the Treatment of Historic Properties U. S. Department of the Interior, National Park Service, Weeks and Grimmer, 1995, pg. 62.

Minimum Property Maintenance:

As part of this agreement the Owner shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions (includes but does not limit to the following) are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls, and windows, broken windows, peeling exterior paint, broken structures;
2. Scrap lumber, junk, trash or debris;
3. Abandoned discarded or unused objects, equipment such as automobiles, automobile parts, furniture, appliances, containers, cans or similar items;
4. Stagnant water, including pools or spas, or open excavations;
5. Any device, decoration, design, structure, vegetation or landscape which is unsightly by reason of its height, condition or its inappropriate location;
6. Graffiti;
7. Incomplete exterior construction where no building inspections have been requested for 6 or more months, or for work which does not require a building permit, where there has been no significant progress for 90 days.

EXHIBIT C

Architectural Rehabilitation and/or Restoration

The City and the Owner agree to the following Rehabilitation projects to be undertaken by the Owner in conformance with Paragraph 4b of this Agreement. The work will be conducted as indicated below.

<i>Project (s)</i>	<i>Schedule</i>
1. <u>Paint exterior</u>	<u>2008</u>
2. <u>Repair wood sash windows</u>	<u>2009</u>
3. <u>Replace missing front porch components</u>	<u>2010</u>
4. <u>Replace missing architectural details</u>	<u>2011</u>