

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles
From: Maria Stipe
Dept.: City Manager
Dept.: City Manager
Subject: INFORMATION REGARDING THE MILLS ACT AND WHAT ADOPTING A MILLS ACT PROGRAM FOR THE CITY WOULD REQUIRE
Date: October 27, 2015

OBJECTIVE

The purpose of this report is to provide information to the City Council regarding the Mills Act and what adopting a Mills Act program for the City would require.

BACKGROUND

At the September 22, 2015, City Council Meeting, Council Member Phan requested and the City Council concurred, that staff provide information on what adopting a Mills Act program for the City would require.

DISCUSSION

The Mills Act is a state law and economic incentive program in California for the restoration and preservation of qualified historic buildings by private property owners. Under the program, cities are allowed to enter into contracts with the owners of historic structures that provide for a reduction in property taxes in exchange for the continued preservation of the property (see Attachment 1). The City must first establish a list of historic properties, which would allow their property owners to participate in the program. Property taxes are recalculated using a formula in the Mills Act and Revenue and Taxation Code.

Mills Act contracts have a minimum term of 10 years and are automatically renewed annually for an additional year. Thus, unless the City or the owner files a notice of non-renewal, a Mills Act contract always has a term of 10 years. Either the property owner or the City may elect not to renew for any reason. The effect of non-renewal is to terminate the contract at the end of the current 10-year term. During the remainder of the contract term, the property taxes increase gradually to the normal level. The owner may also petition the City to cancel the Mills Act contract. Cancellation requires assessment of a penalty of 12.5% of pre-Mills Act valuation. The City may also cancel the contract, but only in the case of breach of the contract conditions. Once a Mills Act contract is terminated for any reason the property owner's taxes increase to the level they would have been at but for the Mills Act contract.

Many cities throughout the State have adopted Mills Act programs. In Orange County, seven cities including Anaheim, Brea, Dana Point, Orange, San Clemente, San Juan Capistrano, and Santa Ana have programs. The City of Orange charges an application fee of \$1,000 to offset the cost of administration. Government Code section 50281.1

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allows cities that enter into Mills Act contracts to charge a fee, not to exceed the reasonable cost of providing the service. (Attachment 2 contains sample documents related to Orange's program.)

As noted earlier, the first step in implementing a program would be for the City to establish a list of qualified historic properties, which would allow their property owners to participate. In 1986, the City hired a consultant to compile an inventory of the City's historic resources. At that time, 132 properties in the City were identified with some level of historical significance. Staff anticipates this document could be updated by a consultant in conjunction with an evaluation of the City's residential tracts to serve as the basis for participation in a Mills Act program. Additional steps to implement a program would include the following:

- Adopt a historic resources ordinance with procedures for designating local landmarks and procedures for property owners to obtain Mill Act contracts
- Adopt a resolution to participate in the statewide program
- Create program documents and related forms (each city establishes their own criteria and determines how many contracts they will allow in their city)
- Establish a fee to cover cost of providing the service
- Accept/review applications for program participation
- Conduct initial property inspections and prepare 10-year work plans
- Finalize contracts, including City Council review and approval
- Conduct periodic inspections to ensure proper maintenance of properties

FINANCIAL IMPACT

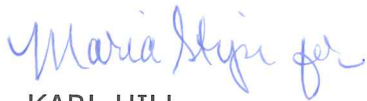
A speculative estimate for consultant work to draft an ordinance, develop Mills Act application procedures, and establish a list of historic properties that would be used to support a program could be \$50,000 to \$100,000. There are presently no funds in the FY 2015-16 budget for this purpose. Costs for administering the program could be paid for by a fee charged to participating property owners. Reduced property taxes (20 to 60 percent) would be offset by other economic benefits such as conserving resources, reinvestment, and community pride.

RECOMMENDATION

Should the City Council wish to provide funds to implement a Mills Act program, the City Council could direct staff to include funding in the FY 2016-17 budget.

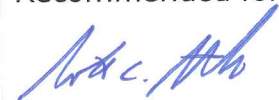


MARIA STIPE
Deputy City Manager



KARL HILL
ACTING COMMUNITY
DEVELOPMENT DIRECTOR

Recommended for Approval



Scott C. Stiles
City Manager

Attachment 1: Mills Act-Historic Preservation

Attachment 2: City of Orange Sample Mills Act Implementation Documents

GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57550] (*Title 5 added by Stats. 1949, Ch. 81.*)

DIVISION 1. CITIES AND COUNTIES [50001 - 52203] (*Division 1 added by Stats. 1949, Ch. 81.*)

PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5] (*Part 1 added by Stats. 1949, Ch. 81.*)

CHAPTER 1. General [50001 - 50290] (*Chapter 1 added by Stats. 1949, Ch. 81.*)

ARTICLE 12. Historical Property Contracts [50280 - 50290] (*Article 12 added by Stats. 1972, Ch. 1442.*)

50280. Upon the application of an owner or the agent of an owner of any qualified historical property, as defined in Section 50280.1, the legislative body of a city, county, or city and county may contract with the owner or agent to restrict the use of the property in a manner which the legislative body deems reasonable to carry out the purposes of this article and of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. The contract shall meet the requirements of Sections 50281 and 50282.

(Amended by Stats. 1985, Ch. 965, Sec. 1.7.)

50280.1. "Qualified historical property" for purposes of this article, means privately owned property which is not exempt from property taxation and which meets either of the following:

(a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations.

(b) Listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places, or landmarks.

(Added by Stats. 1985, Ch. 965, Sec. 2.)

50281. Any contract entered into under this article shall contain the following provisions:

(a) The term of the contract shall be for a minimum period of 10 years.

(b) Where applicable, the contract shall provide the following:

(1) For the preservation of the qualified historical property and, when necessary, to restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code.

(2) For an inspection of the interior and exterior of the premises by the city, county, or city and county, prior to a new agreement, and every five years thereafter, to determine the owner's compliance with the contract.

(3) For it to be binding upon, and inure to the benefit of, all successors in interest of the owner. A successor in interest shall have the same rights and obligations under the contract as the original owner who entered into the contract.

(Amended by Stats. 2013, Ch. 210, Sec. 6.5. Effective January 1, 2014.)

50281.1. The legislative body entering into a contract described in this article may require that the property owner, as a condition to entering into the contract, pay a fee that shall not exceed the reasonable cost of providing the service pursuant to this article for which the fee is charged.

(Amended by Stats. 2011, Ch. 278, Sec. 2. Effective January 1, 2012.)

50282. (a) Each contract shall provide that on the anniversary date of the contract or such other annual date as is specified in the contract, a year shall be added automatically to the initial term of the contract unless notice of nonrenewal is given as provided in this section. Each contract shall also provide that after five years, and every

five years thereafter, the city, county, or city and county shall inspect the interior and exterior of the premises to determine the owner's continued compliance with the contract. If the property owner or the legislative body desires in any year not to renew the contract, that party shall serve written notice of nonrenewal of the contract on the other party in advance of the annual renewal date of the contract. Unless the notice is served by the owner at least 90 days prior to the renewal date or by the legislative body at least 60 days prior to the renewal date, one year shall automatically be added to the term of the contract.

(b) Upon receipt by the owner of a notice from the legislative body of nonrenewal, the owner may make a written protest of the notice of nonrenewal. The legislative body may, at any time prior to the renewal date, withdraw the notice of nonrenewal.

(c) If the legislative body or the owner serves notice of intent in any year not to renew the contract, the existing contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the contract, as the case may be.

(d) The owner shall furnish the legislative body with any information the legislative body shall require in order to enable it to determine the eligibility of the property involved.

(e) No later than 20 days after a city or county enters into a contract with an owner pursuant to this article, the clerk of the legislative body shall record with the county recorder a copy of the contract, which shall describe the property subject thereto. From and after the time of the recordation, this contract shall impart a notice thereof to all persons as is afforded by the recording laws of this state.

(Amended by Stats. 2011, Ch. 278, Sec. 3. Effective January 1, 2012.)

50284. If the legislative body determines that the owner has breached any of the conditions of the contract provided for in this article or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property, the legislative body shall do one of the following:

(a) Cancel the contract by following the procedures specified

in Sections 50285 and 50286.

(b) Bring any action in court necessary to enforce a contract, including, but not limited to, an action to enforce the contract by specific performance or injunction.

(Amended by Stats. 2011, Ch. 278, Sec. 4. Effective January 1, 2012.)

50285. No contract shall be canceled under Section 50284 until after the legislative body has given notice of, and has held, a public hearing on the matter. Notice of the hearing shall be mailed to the last known address of each owner of property within the historic zone and shall be published pursuant to Section 6061.

(Added by Stats. 1972, Ch. 1442.)

50286. (a) If a contract is canceled under Section 50284, the owner shall pay a cancellation fee equal to 12 1/2 percent of the current fair market value of the property, as determined by the county assessor as though the property were free of the contractual restriction.

(b) The cancellation fee shall be paid to the county auditor, at the time and in the manner that the county auditor shall prescribe, and shall be allocated by the county auditor to each jurisdiction in the tax rate area in which the property is located in the same manner as the auditor allocates the annual tax increment in that tax rate area in that fiscal year.

(c) Notwithstanding any other law, revenue received by a school district pursuant to this section shall be considered property tax revenue for the purposes of Section 42238.02 of the Education Code, as implemented pursuant to Section 42238.03 of the Education Code, and revenue received by a county superintendent of schools pursuant to this section shall be considered property tax revenue for purposes of Article 4 (commencing with Section 2570) of Chapter 12 of Part 2 of Division 1 of Title 1 of the Education Code.

(Amended by Stats. 2013, Ch. 47, Sec. 109. Effective July 1, 2013.)

50287. As an alternative to cancellation of the contract for

breach of any condition, a landowner that is a party to the contract may bring any action in court necessary to enforce a contract, including, but not limited to, an action to enforce the contract by specific performance or injunction.

(Amended by Stats. 2011, Ch. 278, Sec. 5. Effective January 1, 2012.)

50288. In the event that property subject to contract under this article is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the legislative body to frustrate the purpose of the contract, such contract shall be canceled and no fee shall be imposed under Section 50286. Such contract shall be deemed null and void for all purposes of determining the value of the property so acquired.

(Amended by Stats. 1974, Ch. 544.)

50289. In the event that property restricted by a contract with a county under this article is annexed to a city, the city shall succeed to all rights, duties, and powers of the county under such contract.

(Added by Stats. 1972, Ch. 1442.)

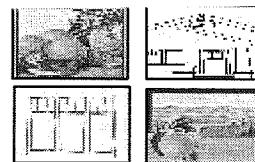
50290. Local agencies and owners of qualified historical properties may consult with the State Historical Resources Commission for its advice and counsel on matters relevant to historical property contracts.

(Amended by Stats. 1985, Ch. 965, Sec. 8.)



CITY OF ORANGE MILLS ACT PROGRAM

A Property Tax Incentive Program for Owners of Historic Properties



The Mills Act is an agreement between the City of Orange and the property owner that provides for reduced property taxes on eligible historic property if the property owner agrees to maintain and preserve the property for a minimum of ten years.

BACKGROUND

Adopted by the California Legislature in 1976, the Mills Act gives local governments the authority to grant property tax relief to owners of qualified historic properties, including owner-occupied and income producing properties. In exchange for this relief, the property owners must agree by contract to maintain the properties in accordance with specific historic preservation standards and conditions. The overall intent of the legislation is to provide an incentive for owners to preserve and maintain the community's historic resources.

KEY PROGRAM ELEMENTS

- Is a completely voluntary program.
- Is an economic incentive to encourage preservation of historic properties by reducing property taxes.
- Can be used by homeowners as well as income producing historic properties.
- Includes a commitment to preserve and maintain the property for a minimum period of 10 years.
- Is a contract between the City and the owner of a designated historic property.

EXPECTED PROGRAM BENEFITS

The Mills Act serves as a financial incentive to owners to preserve and maintain their historic properties for the benefit of the entire community. The preservation of important resources and neighborhoods would have beneficial indirect effects on local contractors, businesses and community pride. Recent studies indicate that ongoing maintenance to maintain the integrity of historic homes increases both property values of the structure and the historic district in general.

DOES YOUR PROPERTY QUALIFY?

Only certain properties can use this preservation incentive. Properties listed on an official federal, state, county, or city register, including the National Register of Historic Places, the California Register of Historical Resources, the California Register of Historical Landmarks, California Points of Historical Interest and local survey listings are eligible for Mills Act contracts.

Any architecturally or historically significant (contributing) properties listed in the City's Historic Survey would be eligible to participate in the Mills Act Program. This includes all historic structures located within the Old Towne Orange National Register Historic District.

AVAILABILITY OF PROGRAM

The Mills Act program implemented by the City Council limits the total number of Mills Act contracts at 20 new contracts per tax year. The City Planning Department maintains a waiting list, and applicants can apply throughout the year.

OWNER REQUIREMENTS

In exchange for the property tax relief realized under Mills Act contracts, property owners must agree to maintain and preserve their properties for at least 10 years in accordance with specific historic preservation standards and conditions. Subject to the discretion of the local government, the contract may provide for the restoration or rehabilitation of properties according to the Secretary of the Interior's Standards for Rehabilitation. This program would not affect owners who wished to make interior improvements or remodel their homes.

MILLS CONTRACT PROVISIONS

The minimum term of a Mills Act contract is 10 years, with automatic yearly renewal thereafter, unless terminated by the owner or the City. If terminated, the contract would conclude at the end of the current 10-year term. The property owner is assessed a penalty fee (of 12½% of the full value of the property) if the contract is cancelled prior to the end of the 10 year period.

A requirement for periodic exterior inspections of the property and inspections of required repairs by City staff may be incorporated into the contract. Other conditions regulating outdoor storage and the maintenance of landscaping, driveways, and fencing are included in the contract.

DETERMINING ASSESSED VALUE

The Mills Act reduces the owner's property tax bill by creating an alternative method for determining the assessed value of the qualified historic property. The property is assessed according to the "income" method. The assessed value is determined by calculating the projected income or theoretical rental value, less certain expenses, divided by a "capitalization rate". The property tax savings can be significant for some properties.

When a property is owner-occupied, the determination of "income" is based on what the property could reasonably be expected to yield if rented. The income projection is based on comparable rents for similar properties in the area.

The expenses to be deducted from income include those necessary for the maintenance and operation of the property. Typical expenses include: insurance, utilities and repairs. Expenses that are excluded include: debt service, property taxes and deflation and interest on funds invested. The actual permitted amount of deductions for expenses is determined by the County Assessor's Office and is based on a different formula for each individual property.

During the term of the Mills Act contract, the assessed value of the property is recalculated each year based on changes in the factors used in the calculation. If the property appreciates significantly in value and is then sold, the tax savings will be increased because the Mills Act contract is automatically passed on to the new owner.

Prior to committing to the Mills Act Program, an estimate of property tax savings can be obtained from the Orange County Tax Assessor at (714) 796-8048.

QUESTIONS?

Please contact the Community Development Department with any questions about the program or to obtain an application at:

**300 East Chapman Avenue
Orange, CA 92866
Phone: (714) 744-7220**



City of Orange Mills Act Highlights & Benefits

HIGHLIGHTS

- CONTRACT TERM IS 10 YEARS
- PROVIDE FOR THE PRESERVATION OF A QUALIFIED HISTORIC PROPERTY AND, WHEN NECESSARY, RESTORATION AND REHABILITATION
- PERIODIC INSPECTION OF THE SUBJECT HISTORIC PROPERTY
- CONTRACT IS BINDING ON SUCCESSORS IN INTEREST IN THE PROPERTY
- CITY CAN REQUIRE PROPERTY OWNER TO PAY A FEE "NOT TO EXCEED THE REASONABLE COST OF ADMINISTERING THE PROGRAM" (GOVERNMENT CODE 50281.1)

BENEFITS

- REDUCTION IN PROPERTY TAX
- INCREASES LIKELIHOOD OF PRESERVATION
- ASSURES MECHANISM TO AVOID DETERIORATION
- PROVIDES MECHANISM FOR REHABILITATION
- CAN ENCOURAGE SENSITIVE HOME BUYERS TO PURCHASE DESIGNATED HISTORIC STRUCTURES
- MEETS THE GOALS OF THE HISTORIC PRESERVATION ELEMENT OF THE 1983 GENERAL PLAN
- VISUALLY IMPROVES THE PHYSICAL ENVIRONMENT OF THE COMMUNITY

CITY OF ORANGE

MILLS ACT APPLICATION COVER PACKAGE

PROGRAM HIGHLIGHTS

PURPOSE OF MILLS ACT AND APPLICATION PROCESS

SAMPLE COMPARISON MILLS VS NORMAL TAX ASSESSMENT

TYPICAL OWNER EXPENSE WORKSHEET AND ESTIMATES

SAMPLE LIST OF APPROVED REPAIR AND REHABILITATION TASKS

MILLS CONTRACT (HISTORIC PROPERTY PRESERVATION AGREEMENT)

EXHIBIT "D" OWNER'S LIST OF CONTRACT ITEMS TO BE COMPLETED

REQUIRED SUBMITTAL ITEMS

Application Check List - Please submit all the information indicated below

	Submitted	Not Submitted
1. Completed application form Historic Property Description (Section 3)	<input type="checkbox"/>	<input type="checkbox"/>
2. Photographs and location map 8" x 10" color photographs per all building elevations	<input type="checkbox"/>	<input type="checkbox"/>
3. Copy of Grant Deed, or Deed of Trust	<input type="checkbox"/>	<input type="checkbox"/>
6. Copy of Legal Description	<input type="checkbox"/>	<input type="checkbox"/>
7. Copy of Title Insurance Policy (Only if property was sold or transferred within the last three-months)	<input type="checkbox"/>	<input type="checkbox"/>
5. Summary of monthly maintenance costs (Include property maintenance and usual repair, painting, landscaping, trash, utilities, insurance)	<input type="checkbox"/>	<input type="checkbox"/>
6. Documentation of monthly rental amount, or estimated rental that property could reasonably be expected to yield.	<input type="checkbox"/>	<input type="checkbox"/>
7. Copy of recent or current termite condition report.	<input type="checkbox"/>	<input type="checkbox"/>
8. Mills Act Application Fee of \$1,000.00.	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 3: HISTORIC PROPERTY DESCRIPTION - Please Print

Applicant Name(s) (Note if property is held in Trust)

Orange, CA. ZIP

Address of Mills Act Property

Mailing Address

Day Telephone No.

Evening or Cell Telephone No.

E-Mail Address

Year Built, if known

Assessor's Parcel No.

List overall condition: Excellent Good Fair Deteriorating

Describe any alterations or additions to structure

List any other current sources of governmental/public funds for historical preservation, e.g. CDBG, SBA, grants, etc. \$ _____

I have read the application and know the content thereof and state that the same is true and correct to the best of my knowledge.

Owner Signature _____ DATE: _____

Owner Signature _____ DATE: _____

Application Date: _____ Receipt No. _____ MAC No. _____

Inventory No.

Appointment Date:

Inspection Time:

HIGHLIGHTS AND BENEFITS OF THE CITY'S MILLS ACT PROGRAM

- The Agreement stays with the property, that is, the agreement automatically transfers to each new property owner and the property is not re-appraised at its full market value.
- The exterior/interior of the property is subject to periodic inspections by the City to ensure proper maintenance and rehabilitation of the property.
- The penalty for breach of agreement by the property owner is 12 ½% of the current property value.

Benefits of Mills Act Agreements:

- Assurance that historic properties have been/are being properly restored and maintained.
- Participation on the part of the property owner is completely voluntary.
- Reduction in property tax for the property owner
- Increases likelihood of preservation and assures mechanism to avoid deterioration.
- Fosters pride of ownership in the Historic District.
- Meets the Goals of the City's Historic Preservation Element of the General Plan.
- The marketability of the historic property will be enhanced, because the lower tax rate is passed on to future owners.
- The historic property continues to be protected by the contract even when sold, so the reduced property tax valuation is passed on to the new owner.

HIGHLIGHTS AND BENEFITS OF THE CITY'S MILLS ACT PROGRAM

What is the Mills Act?

The Mills Act is a state law enacted in 1972 (and amended in 1984) that grants local governments the authority to directly implement an historic preservation program. This legislation provides for reduced property taxes on eligible historic properties if the owner agrees to maintain and preserve the property.

Eligible properties:

Contributing Historic Properties located: in the Old Towne Orange National Registered Historic District (including the Plaza Historic District), the Local Old Towne Historic District, and Landmark Rated structures listed in the City's Historic Inventory. The Mills Act is also available to individual properties that are listed on an official local, state or the National Register. City staff accepts a maximum of 20 Mills Act Applications per year on a first come, first served basis.

Highlights of the City's Mills Act program are as follows:

- The Agreement is between the City and the owner of a designated historic structure.
- Agreements require the property owner to maintain the property, and, where necessary, restore and rehabilitate the property in accordance with standards established by the U.S. Secretary of the Interior.
- Upon receipt of an executed Agreement, the County Tax Assessor is directed by State law to re-assess the value of the property, resulting in a reduction of property tax for the owner, which will vary depending on a number of factors, but typically, it achieves a savings of between 24 to 60% per year.
- Agreements extend for an initial term of ten years; however, at the end of each year, the term is automatically extended one year thereby maintaining the ten-year term.



City of Orange
Planning Division
300 E. Chapman Avenue
Orange, CA 92866
(714) 744-7220
Fax: (714) 744-7222

**Mills Act Application Package
(Historic Property
Preservation Agreements)**

SECTION 1: PURPOSE AND REVIEW PROCESS

A. Purpose

The City of Orange has gained local, state and national recognition as having one of the largest historic districts in the western United States, and as such, desires to promote the City's quality of life and historic features to its citizens and visitors. The city is dedicated to the preservation and protection of its historic resources and stabilization of its property values. In the City's continuing efforts to this end, the City supports preservation tools such as the use of the California Historical Building Code and voluntary tax incentive programs such as the Mills Act, to assist owners in rehabilitating and maintaining their historic properties. These incentives are intended to help preserve and protect the historical, cultural and architectural heritage of the City of Orange.

The purpose of an "Historic Property Preservation Agreement" is to provide an opportunity for owners of qualified historic structures to potentially receive property tax relief through the use of the Mills Act. The owner agrees to preserve, maintain and, if necessary, restore and/or rehabilitate the historic property. In return for rehabilitation and continued preservation of the property, the owner is eligible for a different method of property valuation and property tax assessment that may reduce the property taxes each year the Agreement is in effect. Benefits from the Mills Act will help offset the higher costs involved in restoration and ongoing maintenance required for historic structures. This program also serves to reduce the tax burden for those qualified historic structures that have been recently purchased or have been reassessed as a result of prior rehabilitation improvements. Although the City and the property owner enter into the Agreement, the County Tax Assessor is responsible for administering the valuation terms of the Agreement.

Owners of any qualified historic property that is privately owned, and is not exempt from property taxation and is either; individually designated or within a designated district which is listed as a contributing historic structure on the National Register of Historic Places, California Register of Historical Resources or Register of Historical Landmarks, California Points of Historical Interest, or in the City's of Orange's Historic Building Survey, may apply to enter into an "Historic Property Preservation Agreement", subject to the following restrictions:

- Use is prohibited in redevelopment project areas, except by special City Council resolution in cases where it is the only option or financial incentive to avoid demolition of the structure; and
- Use is allowed for contributing properties located within the Old Towne Orange National Register Historic District; and
- Use is allowed City-wide for individually designated historic structures listed on the National Register of Historic Places, the California Register of Historical Resources or the California Register of Historical Landmarks and, historic structures listed in the City's Historic Building Survey.

In reviewing and processing the application, the Community Development Department will evaluate whether or not the proposed work meets the minimum required standards and conditions for maintenance, use, and preservation of the qualified historic property according to the conditions of the "Historic Property Preservation Agreement". Further, the council will review the proposed work to determine that it serves a purpose for the community. A priority will be given for improvement of basic structural systems (roof, foundation, electrical, lead based paint remediation, termite control, painting, etc.) Improvements to landscape, hardscape, and fencing are not allowed; however, site work necessary to correct drainage problems is permitted. Rehabilitation and preventative maintenance work that increases the life of the

building is encouraged, as is the removal of non-historic or inappropriate materials (aluminum windows, asbestos fiber/cement tile siding and stucco over wood lap siding). New room additions would be a secondary consideration provided there is substantial rehabilitation of the primary historic structures on the site. Note, that only new work done after approval of the agreement will be considered as part of the program, retroactive work will not be considered. The City Council makes the final decision for the City to approve and accept the "Historic Property Preservation Agreement".

B. Process

Applicant's Consideration of Long Term Goals for Property.

Early in the consideration of whether to apply for a "Historic Property Preservation Agreement", the property owner should determine what his/her long term goals are for the property, and develop a proposed work and maintenance schedule. Since the intent of the Agreement is preservation of the property, long term goals which include significant modifications that would negatively impact the integrity of the building may not be consistent with the goals and requirements of the Agreement and state law.

Step 1 - Pre-Application Assistance

Prior to submitting a formal application, the property owner shall make an appointment with the Historic Preservation Planner who will explain the program requirements and the "Historic Property Preservation Agreement". The Planner will discuss the specific details of the Agreement itself, which is a legal and binding document recorded against the property, and binds successor property owners as well. The property owner will be encouraged to seek the advice and recommendations of his/her own independently selected counsel concerning the nature, extent and duration of this/her rights and obligations under the Agreement.

Step 2 - Submission of Application & Payment of Fee.

Upon payment of the required fee, the owner will submit the completed application, supporting documentation (Copy of Grant or Deed of Trust, legal description and photographs) a description, schedule and estimate of the proposed work for review by the City's Preservation Planner.

Annual Application Deadline.

City applications for the Mills Act can be submitted any time up to October 10th, to allow time for processing, approval and recording of agreement prior to December 31st to take effect the following tax year. (E.g. for the tax year beginning July, the Agreement must be executed before December 31st. An Agreement executed in January will not take effect until the following tax year).

Step 3 - Staff and Applicant Review and Prioritize Work List.

The Planner will review the proposed work list with the applicant and jointly prioritize such work in order of preference as to life safety, and correction of code items, structural, and service systems, improvements and maintenance items.

Step 4 - Site Meeting and Property Inspection.

The Planner will contact the owner to schedule a site meeting. The purpose of this meeting is to inspect the property including any previously completed restoration work or improvements, examine those areas where proposed work, or needed improvements will be installed, and to identify any ongoing items which may need long-term maintenance.

Because the Agreement require adherence to the Secretary of the Interior's Standards and Guidelines for rehabilitation and the Old Towne Design Standards, any inappropriate changes to the property in the past that are not consistent with those Standards and any property maintenance or code deficiencies needing repair or correction will be identified and included in the list of work specified in the contract of improvements.

Step 5 - Review of Application and Schedule of Improvements and Maintenance Items.

The Planner will review the application for completeness and review the type, order and list of potential restoration improvements to determine if such improvements conform to the required standards. The applicant will be notified within 10 days after filing as to whether the application is complete or what additional information is required.

Prior to consideration of the application by the City Council, all proposed improvements must be reviewed and approved by the appropriate person/Committee. Projects proposing new additions and major exterior renovations will require review and approval by the Design Review Committee. Minor exterior restoration and interior alterations and improvements will be reviewed and approved by the City's Historic Preservation Planner.

For those projects requiring Design Review Committee review, the Planner and the Committee will review the type of potential improvements and determine if such work conforms to the required standards. At the conclusion of the discussion, the Design Review Committee will make a recommendation regarding the proposed work and forward its recommendation to the City Council for consideration at the public meeting regarding acceptance of the Mills Act Agreement. (A separate fee will be required for Design Review).

Step 6 - Contract Finalization and City Council Review

The City Council shall hold at least one public meeting on the "Historic Property Preservation Agreement" application. At the public meeting, staff will present a report, with their recommendation or the recommendation from the Design Review Committee. In considering a request for an agreement, Council will place a priority on improvement of basic structural systems such as roof, foundation, electrical, lead based paint remediation, termite control and painting protection. The City Council makes a decision approving or conditionally approving the Agreement, denying the Agreement, or postponing the decision to a later date. The City Council's decision on a "Historic Property Preservation Agreement" is final.

Once the City Council had approved the Agreement, the property owner is required to execute the Agreement. The Planner will then coordinate the execution of the Agreement by the City. Within 20 days after the Agreement is executed, the City will forward two copies of the Agreement to the County Recorder for recordation. Upon receipt of the recorded copy from the county, the city will then forward a copy of the recorded Agreement to the County Tax Assessor's office for implementation. The City Clerk's office keeps one copy and the homeowner is given a confirmed copy.

Step 7 - Owner's Notice to Office of Historic Preservation

The owner or owner's agent shall provide written notice of the Agreement to the following agency within six months of entering into the Agreement.

California Office of Historic Preservation
Department of Parks and Recreation
P. O. Box 942896
Sacramento, California 94296-0001

THE MILLS ACT PROCESS

Step 1 = Call Planning Department for pre-application assistance.

- Determine program eligibility (Qualified Historical Property).
- Sufficient work to qualify (estimated repairs to be a minimum of 50% of property tax savings over the initial 10-yr period, does not count work already completed).
- Program brochure – Overview of the Mills Act Program (Historic Property Preservation Agreements).
- Applicant receives sample Mills Act contract, and program instructions.

Step 2 = Applicant provides a completed application including:

- Application fee of \$1,000.00.
- Color Photographs of all building elevations (8" X 10").
- Proposed work list with cost estimates and proposed completion dates.
- Title report.
- Copy of Title Insurance Policy (Only if property has been sold or transferred in the last three-months).
- Copy of recent or current termite condition report.
- Estimated expenses for utilities, insurance, yard maintenance, repair and general maintenance.

Step 3 = Staff reviews application, including list of proposed work, time schedule and estimates.

Note: Under the City's Mills Act Program the cost of all qualified work including maintenance expenses must meet or exceed the realized tax savings for the 10- year period of the contract. (The estimated tax savings is approximately 50% of existing property taxes and is determined by the Orange County Tax Assessor's Office)

Step 4 = Staff and applicant schedule initial property inspection, including:

- Examination of areas where proposed work will be installed.
- Identification of any items requiring long-term maintenance.
- Identification of any changes to the property, which are not consistent with the Secretary of the Interior's Standards and/or the Old Towne Design Standards.
- Identification of existing code deficiencies needing repair or correction using the California Historical Building Code.
- Inspection of the condition and soundness of the following: foundation, piers, footings, structural settling, fireplace/chimney, porch pilasters and columns.
- Inspection of basic electrical system, service load, number of outlets, and use of knob & tube wiring.
- Inspection of basic plumbing system: "S" traps, wet-vents, clean-outs, cut-off & lead piping.
- Identification of any exterior problems or site related issues: lead based paint, site drainage, walkways, window/door screens, missing exterior features, roofing, flashing, gutters, and evidence of termites/dry rot.
- Staff will prepare a report of corrective actions required.

Step 5 = Staff and applicant prioritize work list, and staff presents proposed 10-year schedule of work tasks for applicant's review and approval.

Note: Proposed work such as new garages, demolitions, and major exterior changes will require Design Review Committee approval.

Step 6 = Contract finalization:

- Applicant reviews final documents, including obtaining legal review, if desired.
- Two copies of contract are signed by applicant and notarized.
- City Council reviews and approves contract.
- Contract recorded.
- City mails one original contract to applicant

Step 7 = After contract signed

- Staff sends required notice of Mills Act Contract to State Office of Historic Preservation.
- On or before each annual contract anniversary, applicant pays required \$30.00 administrative fee.

Example of Mills Act vs. Normal Property Tax Assessment

Single-Family Craftsman Residence

1,225 Square feet, Constructed in 1926

Normal Assessment

Mills Act Assessment

Income Approach to Value

Market Approach to Value

Gross Income: (2,000/mo x 12)	\$24,000
Vacancy Factor of (3%)	720
Effective Gross:	\$23,280

1. Assessor uses Sale Comparison Approach using sales of similar properties adjusted for differences between comparable and the subject property.

Expenses: Estimated Maximum @ 25% Maintenance, Insurance, Other Exp.	
Total Expenses:	\$5,820

2. Property previously sold at a market value of \$375,000

Net Operating Income (NOI)	\$17,460
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3. Less Homeowners Exemption

Capitalization Rate	
Interest Rate	6.00%
Risk Rate - Rental 2%, Owner Occupied	4%
Deprecation Rate	1%
Tax Rate	1.02823
Total Cap Rate	10.2783

Capitalization of Net Income: NOI/Cap Rate -	\$169,806
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Assessed Value:	\$169,806
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Assessed Value:	\$367,800
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Estimated Property Tax:	\$1,698
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Property Tax:	\$4,716
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Estimated Net property tax savings under Mills Act Contract = \$ 3,027 or 64%

Note: Applicants can contact the Orange County Assessors Office at 714-834-5693 and obtain an informal estimate of their projected property tax under the Mills Act program.

Estimated Owner Expenses and Income					
Typical expenses necessary for the maintenance and operation of the property include: Insurance, utilities, repairs and maintenance including termite and sewer services. Average out the annual utility amounts to obtain a monthly figures. For rental property indicate if utilities are included or separate.					
Expense Example		Property Expenses			
Allowed Items	Monthly	Annual		Monthly	Annual
Trash	\$39.00	468	Trash		
Water	\$67.00	804	Water		
Electric	\$89.00	1068	Electric		
Gas	\$41.00	492	Gas		
Insurance	\$65.00	780	Insurance		
Yard Maintenance	\$75.00	900	Yard		
Pest Control	\$39.00	468	Pest Control		
	\$415.00	\$4,980.00			
General Maintenance	\$170.00	\$2,040.00	General Maintenance		
Income Example					
The Tax Assessor would estimate the potential or actual rents of the property to determine the income against the expenses as part of the Mills Act estimate.					
List information as required:			Property Income		
	Single Family Res.	Monthly	Yearly	Monthly	Yearly
Gross Square Footage	900 Sq. Ft.				
No. Bedrooms	2 Bedrooms				
Estimated Rental Amount		\$1,250	\$15,000	\$	\$
Second -Unit					
Gross Square Footage	460 Sq. Ft.				
No. Bedrooms	1 Bedroom				
List Utilities If Separate	Included				
Actual Rents		\$825	\$9,900		
		\$	\$	\$	\$
Additional Units					
Gross Square Footage	650 Sq. Ft.				
No. Bedrooms	2 bedrooms				
List Utilities If Separate	Electric \$ 65.00				
Actual Rents		\$950	\$11,400	\$	\$
Total Estimated Rents		\$3,025	\$36,300	\$	\$
Additional Notes:					

Exhibit D - SECTION 3: HISTORIC PROPERTY DESCRIPTION

Applicant's Name

Sample Work List

Mills Act Contract Number

MAC-

Address of Property

Day Phone Number

Assessor's Parcel Number

Evening Phone Number

Year Built, If Known

Historical Name

The following schedule of improvements is based on expected tax savings. Should tax savings be more or less than expected, schedule is subject to revision at the discretion of the Community Development Director or designee.

<i>Priority</i>	<i>Work</i>	<i>Cost</i>	<i>Completion Date</i>
1	Porch - Install New Railing	\$375.00	12/31/02
2	Chimney - Inspect, Clean and Repoint	\$600.00	12/31/03
3	Ceilings - Install New Beaded Fir Ceiling	\$350.00	12/31/04
4	Ceilings Acoustic - Asbestos Abatement, Remove, Refinish or Rep	\$3,250.00	12/31/06
5	Ceilings - Plaster Coat or Recover with Drywall	\$1,850.00	12/31/06
6	Painting - Interior	\$1,550.00	12/31/06
7	Painting - Exterior	\$7,200.00	12/31/07
8	Repair Eaves and /or Overhangs	\$1,450.00	12/31/07
9	Gutters & Downspouts	\$2,700.00	12/31/07
11	Basement - Access- Repair or Replace to Code	\$2,600.00	12/31/10
12	Foundation - New	\$7,500.00	12/31/10
13	Structural - New Joists, Girders, or Piers	\$1,550.00	12/31/10
14	Structural - Install new Cripple Wall, Sill Plate & Skirting	\$2,500.00	12/31/10
15	Electrical - Lighting Fixtures	\$2,750.00	12/31/06
15	Seismic Retrofitting -Other than Foundation	\$800.00	12/31/10
16	Annual Maintenance, & Repairs etc.	\$600.00	12/31/01
17	Annual Maintenance, & Repairs etc.	\$600.00	12/31/02
18	Annual Maintenance, & Repairs etc.	\$600.00	12/31/03
19	Annual Maintenance, & Repairs etc.	\$600.00	12/31/04
20	Annual Maintenance, & Repairs etc.	\$600.00	12/31/05
21	Annual Maintenance, & Repairs etc.	\$600.00	12/31/06
22	Annual Maintenance, & Repairs etc.	\$600.00	12/31/07
23	Annual Maintenance, & Repairs etc.	\$600.00	12/31/08
24	Annual Maintenance, & Repairs etc.	\$600.00	12/31/09
25	Annual Maintenance, & Repairs etc.	\$600.00	12/31/10

Total Rehabilitation and Maintenance Costs over 10-Year Contract

\$43,025.00

Mills Act - Task Descriptions

Access Modifications - Exterior
Access modifications - Interior
Access Modifications - New Exterior Landing & Stairs (Planning Approval Required)
Addition - Dormer Expansion & Remodel 2nd Floor (Requires Design Review Approval)
Addition - New Bedroom Addition (Requires Design Review Committee Approval)
Architectural - Remove Non-historic Ceiling Material & Restore to Original
Architectural - Remove Non-historic Feature & Restore to Original
Architectural - Replace Missing and/or Damaged Interior Trim
Architectural - Restore Living Room Wood Windows & Trim
Architectural and Engineering Services
Architectural Trim - Install Missing Interior Trims & Moldings
Architectural Trim - Repair or Replace Exterior Millwork & Trim (Match Existing)
Architectural Trim - Strip & Restore Interior Trims & Moldings
Asbestos Abatement- Remove per code.
Attic Fan- Install New Attic Fan and Controls
Awning - Install New Awning Material
Awnings - New Awnings to Match Existing
Balcony/Decks - Repair or Replace
Basement - Access- Repair or Replace to Code
Basement - New Guard Rail and Hand Rail at Entrance
Basement Access - Demolish Existing Entry & Rebuild New Entry, Steps, & Sidewalls
Basement Access - New Bulk-head Enclosure
Bath - Change tile and bath fixtures
Bath - Complete Remodel
Bath - Install Complete New Bath
Bath - Install New Sub-Floor and Tile in Both Bathrooms
Bath - Remove Non-historic Tile & Replace with Period Tile
Bathroom - Install New Fixtures and Partitions
Bathroom - Install New Half Bath, Fixtures, DVVV, Supply & Finishes
Cabinets - Install Cabinets & Hardware in Kitchen & Bath
Cabinets - Kitchen Reface & Refinish Existing Cabinets
Cabinets - New Bathroom Cabinets
Cabinets & Millwork - Repair, Refinish & New Through-out home
Carpentry - Main Bathroom - Install New Sub and Finish Flooring
Carpentry - Dry Rot Damage - Replace Plate and Studs as Needed
Carpentry - Finish Work - Install Base, Door, and Crown Moldings
Carpentry - Finish Work - Install Closet Shelving & Hardware
Carpentry - Finish Work - New Treads, Risers, Railings & Moldings
Carpentry - Frame In Soffits in Kitchen
Carpentry - General Siding and Exterior Repair
Carpentry - Install Stairs, Landing & Railings in Attic (Plans Required)
Carpentry - Install Interior Molding
Carpentry - Install new Roof Framing, Sheathing and Shingles
Carpentry - Install New Stair Rails
Carpentry - Interior Carpentry and Repairs.
Carpentry - New Ceilings, Drywall and Finish
Carpentry - New Interior Finish Work and Strip Interior Moldings
Carpentry - Repair Bathroom Cabinets
Carpentry - Repair Eaves on House & Garage (Match Existing)
Carpentry - Repair Eaves, Fascia and Overhangs
Carpentry - Repair/Replace Dry rot Window Frame (Match Existing)
Carpentry - Restore Pergolas
Carpentry - Structural Bracing and Repair Siding (Match Existing)
Carpentry -Install New Sub floor
Caulking - Exterior Caulking
Ceilings - Install New Beaded Fir Ceiling

Ceilings - Acoustic - Asbestos Abatement (if Needed) & Refinish
Ceilings Acoustic - Asbestos Abatement, Remove, Refinish or Replace
Ceilings - Recoat or Refinish and Paint.
Ceilings - Remove Acoustic Sprayed Ceilings, Refinish & Paint
Chimney - Inspect, Clean and Repoint
Chimney - Rebuild or Repair
Chimney and Fireplace - Inspect and Repair
Chimney/Fireplace - Install New Footing, Align & Brace or Rebuild
Column - Replace or rebuild
Concrete - Front Walkway - Remove Damaged Sections & Replace in-Kind
Concrete - Remove & Replace Damaged Walkway Approach (Match Existing)
Deck - Install New Wood Deck (Requires Planning Approval)
Deck - Repair and Paint
Deck/Patio - Repair Piers, Dry Rot and Termite Damage
Demolition - Demolition of One-car Garage (Requires Design Review Approval)
Demolition - Demolition of Non-Contributing Addition (Requires Design Review Approval)
Demolition - Remove Non-permitted Addition and Restore Wood Siding to Match Existing
Demolition - Remove Non-permitted Additions
Door - Front Entry Door - Repair & Refinish Door & Hardware
Door - Hardware
Door - Install Period Wood Screen Doors
Door - New Wood Door and Threshold (Requires Planning Approval)
Door - New Basement Hatch Cover & Base
Door - New Exterior Hardware
Door - New Wood Screen Door and Hardware
Door - Refinish Front Door
Door - Screen, Repair or Replace In-kind
Door and Window - Repair and Refinish Trim
Doors - Install New Interior Doors
Doors - Interior - Repair/Replace Interior Doors & Hardware
Doors - Replace and/or Repair Missing Entry and Side Door Screens - Match Bungalow Style
Doors - Replace Exterior Doors at Front & Rear Entry (Requires Approval).
Doors - Replace Non-historic Exterior Doors (Planning Approval Required)
Downspouts- Install Downspouts on Existing Gutters
Drainage - Correct Water Flow & Drainage Away From Foundation
Drainage - Provide Approved Drainage for Rear Downspout.
Drainage - Provide New Scuppers & Downspouts as Required
Drainage Protection or Correction
Driveway - Remove and Rebuild
Dry-Rot Remove, Repair and or Replace
Drywall - New Ceilings & Walls in Kitchen, Bath, Hall, & Rear Porch
Drywall - Drywall Repair in Bathroom
Drywall - Install New Drywall - Walls & Ceilings in Both Bathrooms
Drywall - Install New Drywall Ceiling in Kitchen
Drywall - Install New Drywall Kitchen Walls and Ceiling
Drywall - New Drywall in Kitchen; Bath, Hallway & Porch
Drywall - New Drywall on Ceilings, Walls and New Partitions
Drywall - Remove and Replace Wall and Ceilings as Required
Drywall - Remove Existing Plaster, Install New Drywall & Paint
Drywall - Removed Dropped Ceiling and Restore/Install New Drywall Ceiling
Eaves - Rebuild Decorative Tile Eyebrow Eaves to Match Existing
Eaves & Fascia Repair or Replace to Match Existing
Eaves and Fascia - Minor Repair, Caulking and Painting
Electric - Code Item - Open Pigtail Splice Needs to Terminated in Box
Electric - Code Item- Open Junction Box & Loose Wiring in Basement
Electric - Code Item, Exposed Knob & Tube wiring in basement
Electric - Code Item, Open Junction Box in Basement
Electric - Electric Service Lines to Garage

Electric - Exterior 1/2" Electrical Conduit to Upstairs - Relocate Inside Wall.
Electric - Install GFI's in Kitchen, Bath and at Exterior Deck
Electric - Install New Circuit & Outlets in Kitchen
Electric - Install New GFI's in Bath
Electric - Loose wall outlets/not flush to wall, test and secure
Electric - Minor Code Repairs
Electric - New Branch Service To 2nd Unit to Code.
Electric - New Switches, Outlets and GFI's
Electric - Restore Historic Lighting Fixtures
Electric - Short in exterior porch lighting socket
Electrical - Rewire or Install New Outlets
Electrical - Add Additional Circuits
Electrical - Add new Circuits, Outlets and GFI's
Electrical - Bathroom Heater/Fan
Electrical - Check & Correct Grounding & Polarity on All Outlets.
Electrical - Code Repair and Upgrade
Electrical - Complete Rewire and Service Upgrade
Electrical - Complete Rewire Remove Knob & Tube, Add Extra Circuits & GFI's
Electrical - Complete Rewire Upgrade including Phone & Cable
Electrical - Exterior Lighting Fixtures
Electrical - Garage - Change Out Romex to Existing Receptacles
Electrical - Garage Additional Circuits and Sub-Panel
Electrical - Ground & Service Entry
Electrical - Ground Existing Outlets.
Electrical - Install Alarm System, Cable & Telephone Wiring as Required
Electrical - Install Exterior Lighting
Electrical - Install Exterior Security Lighting (Fixtures Require Planning Approval)
Electrical - Install GFI in Kitchen
Electrical - Install GFI's as Required in Bath and Kitchen
Electrical - Install GFI'S as Required in Kitchen, Bath and Laundry
Electrical - Install New Circuits
Electrical - Install New Door Bell System
Electrical - Install New Exterior Lighting Fixtures (Staff Approval Required)
Electrical - Install New Interior Lighting Fixtures
Electrical - Install New Lighting Circuits & Switches
Electrical - Install New Lighting Fixtures and Provide GFCI's as Required
Electrical - Install New Outlets and New Fixtures
Electrical - Install New Relay Box in Laundry Room
Electrical - Install Outlets Throughout Including Attic
Electrical - Install Period Push Button Light Switches
Electrical - Install Period Push Button Light Switches & GFI's in Kitchen & Baths
Electrical - Install Separate Appliance Circuits as Required
Electrical - Lighting Fixtures
Electrical - New Kitchen Lighting Fixtures
Electrical - New Exterior Lighting Circuit & Fixture
Electrical - New Service Panel Upgrade, Circuits and GFI's
Electrical - New Service Upgrade
Electrical - New Service, Complete Rewire, Switches, and Outlets
Electrical - New Underground Service and Exterior Panel
Electrical - Provide New Appliance Circuit For Kitchen
Electrical - Remove Existing Knob & Tube Wiring
Electrical - Repair Porch Light
Electrical - Rewire Rear Porch Light Fixture
Electrical - Supply & Install Period Styled Exterior Lighting Fixtures
Electrical -New Outlets
Exterior- Minor Repairs, Siding, Trim, Fascia, and Eaves.
Exterior Repair - Replace Missing Exterior Trim on Kitchen Window
Exterior Trim - Repair and Paint

Fireplace - Inspect, Clean & Install Damper, Arrestor & New Period Mantel
Fireplace - Inspect, Repair and/or Install Chimney/Vent
Fireplace - Install New Fireplace
Fireplace - Install New Metal Fireplace Fixture to Code
Fireplace - Period Tile Repair
Fireplace - Remove Non-historic Material and Restore Hearth with Period Tile
Fireplace - Replace Existing Fireplace & Footing, Materials to Match Existing (Permit Required)
Fireplace - Restore & Install Period Mantel
Flashing- Remove and/or Repair
Floor Furnace - Remove & Restore floor
Flooring - Repair and Refinish 1st and 2nd Floors
Flooring - Bathroom - Repair or Replace Tile Floor
Flooring - Carpet
Flooring - Install New Carpet
Flooring - Install New Carpeting in Bedrooms
Flooring - Install new Ceramic Tile
Flooring - Install New Flooring in Bathrooms and Kitchen
Flooring - Install New Hardwood Flooring Hallway, Bedrooms & Porch
Flooring - Install New Tile Flooring in Kitchen and Living Room
Flooring - Install New Vinyl in Bath, Kitchen & Service Porch
Flooring - Install New Vinyl in Kitchen, Bath, and Rear Porch
Flooring - Install New Wood Flooring in Bedrooms
Flooring - Install New Wood Flooring in Kitchen
Flooring - New Bath Tile Flooring
Flooring - New Entry Tile and Carpet
Flooring - Refinish Existing Wood Floors.
Flooring - Refinish Oak Flooring in Living & Dining Room
Flooring - Refinish Wood Flooring
Flooring - Remove Existing Vinyl, Install New Flooring in Bath/Kitchen
Flooring - Remove Existing, Install Underlayment & New Vinyl
Flooring - Remove Inoperative Floor Furnace & Restore Oak Flooring
Flooring - Repair and Refinish Existing Wood Floors
Flooring - Repair/Refinish or Replace In-kind.
Flooring - Replace Wood Floor at Heater Opening
Flooring - Wood Flooring Refinish and/or Replace
Flooring- Bath Remove Existing an Install New Tile
Foundation - Basement Access - Repair/Replace Concrete Walls
Foundation - Bolting and Seismic Work
Foundation - Demo existing & Install New Footing, Stem Wall & Sill Plate
Foundation - Install New Concrete Piers and Strap Posts.
Foundation - New
Foundation - New Footings on Rear Porch
Foundation - Rear Porch - Repoint and or Repair Brick Foundation
Foundation - Repair
Foundation - Repair and Repoint Brick Foundation
Foundation - Seismic and Structural Repairs
Foundation Parging - Match existing.
Gable or Attic - Re-screening.
Garage - Construct New Garage - Planning & DRC Approvals Required)
Garage - Doors Repair Replace Wood Carriage Doors On Garage (Match Existing)
Garage - Flooring Remove and Replace to Code
Garage - Install New Concrete Footing, Stem Wall and Garage Floor
Garage - Install New Matching Wood Siding
Garage - Install New Matching Wood Sliding Door
Garage - Install New Wood Garage Door Match Existing
Garage - Install Wood Siding to Match Existing
Garage - New Exterior Wood Siding - Board & Bat or Match Existing
Garage - Provide New Wood Door (Planning Approval Required)

Garage - Repair & Add New Addition, (Requires Planning & DRC Approval)
Garage - Repair Existing or Install New Wood Garage Door (Approval Req.)
Garage - Repair or Replace Garage (Planning & Design Review Approval Required)
Garage - Repair/Replace Existing or Missing Wood Siding
Garage - Replace Sheeting and Rotten Rafters & Reroof (Match Existing Rafters)
Garage - Structural Repairs, New Roof, Internal Walls and Bracing- Keep Exterior Stucco Finish
Garage - Termite and Structural Repairs
Garage Door - Brace and Align Garage Door Opener
Gutters & Downspouts - Install New
Gutters and Downspouts Repair as Needed
Hardware - Install New Casement Window Hardware
Hardware - Strip and Re-plate All Interior Door & Finish Hardware
Heating - Remove floor furnace and cap gas line
Hot Water Heater - Install New Appliance & Vent to Code.
Hot Water Heater - Pressure Discharge Line to Code
Hot Water Heater - Provide New Enclosure and Vent.
Hot Water Heater - Provide New Hot Water Heater
Hot Water Heater - Relocate and Provide New Vent & Enclosure
Hot Water Heater - Seismic Retrofit
Hot-Water-Heater - Install New Cabinet and Seismic Strapping
Hot-Water-Heater - Realign Vent & Cement Opening in Masonry Chase
HVAC - Complete New System
HVAC - Install an Approved Gas Wall Heater, Vent and Controls
HVAC - Install New Attic Fan and Ducts
HVAC - Install New Furnace, Ducts and Controls.
HVAC - New Duct Work
HVAC - Relocate or Install New HVAC Unit in Approved Location
HVAC - Remove HVAC Unit in Hall & Restore Hallway
HVAC - Repair and/or Replace Existing Units
HVAC - Repair Condenser Unit
HVAC - Supply & Return on Exterior of Building - Install Within Building.
HVAC - Test, Repair or Replace to Working Order all Gas Floor/Wall Heaters
HVAC Maintenance & Replacement/Plumbing Service & Painting
Insulation - Attic and Wall Insulation
Insulation - Install Attic and Wall Insulation as Accessible.
Insulation - Install Attic Insulation
Insulation - Install Board Insulation & Flashing on Roof
Insulation - Remove Asbestos and Install New Insulation on Ducting (Permit Required)
Insulation - Remove Blown-in Attic Insulation & Replace w/R19 Fiberglass Bats
Insulation- Walls - Blown-in
Kitchen - Cabinets - Reface, Refinish and Provide New Hardware
Kitchen - Cabinets Reface and Refinish.
Kitchen - Custom Cabinets and New Fixtures
Kitchen - Install New Counter Tile
Kitchen - Install New Counter Tile and Sink
Kitchen - Install New Soffits
Kitchen - New Appliances - Install Refrigerator, Dishwasher, Stove & Oven
Kitchen - New Appliances and Fixtures.
Kitchen - New Cabinets
Kitchen - New Ceramic Tile Counters an Backsplash
Kitchen - New Counter Tops
Kitchen - New Counters, Splash & Cabinets
Kitchen - Remodel: Counters, Cabinets, Soffits, Ceiling & Sink.
Kitchen - Repair Damaged Ceiling
Kitchen - Sink Install New DWV, Stops, and Traps
Kitchen Remodeling - New Counters, Sink and Painting
Masonry - Inspect & Clean Fireplace, Install Approved Spark Arrestor & Damper
Masonry - Inspect Upstairs Chase Openings (Pan Covers) If Open Block Per Code.

Masonry - Inspect, Repair and Clean Fireplace
Masonry - Inspect, Repoint & Repair Fireplace (Match Existing brick & Mortar)
Masonry - Install New Approved Furnace Vent Thru Roof
Masonry - Install Period Style Tiles on Fireplace
Masonry - North Stone Porch Column Repair Structural Crack & Repoint
Masonry - Patch Vent Openings for Furnace & HWH Lines in Basement Chase
Masonry - Porch Stone Columns & Piers Repoint (Match Existing Mortar)
Masonry - Rebuild front porch brick piers
Masonry - Rebuild Stone Fireplace & New Foundation (Requires Planning Approval)
Masonry - Remove and Replace Retaining Wall at Rear of Basement
Masonry - Remove Concrete & Bricks on Fireplace
Masonry - Remove Inoperative Masonry Chase in Kitchen & Repair Opening
Masonry - Remove Old Brick Chase & Repair Roof
Masonry - Remove Paint From Fireplace and Hearth Tile
Masonry - Remove unsafe fireplace, Install new FP, footing & mantle
Masonry - Repair & Repointing of Brick Foundation (Planning Approval Required)
Masonry - Repair and Repoint Finished Tile on Fire Place
Masonry - Repair and Repointing of Foundation
Masonry - Repair and/or Remove All-In-Part Damaged Brick Chase - Repair Roof to Match
Masonry - Repair Existing Masonry Piers to Match Existing
Masonry - Repair Front Porch Pilasters and Entry Steps.
Masonry - Repair loose bricks and repoint chase.
Masonry - Repair or Replace Tile Hearth
Masonry - Repair or Re-pointing - Match Existing
Masonry - Repair/Rebuild two fireplaces boxes and main chase
Masonry - Repoint Brick
Masonry - Repoint Brick Footings
Masonry - Repoint Brick Piers on Front and Side Porches
Masonry - Repoint Exterior as Required (Planning Approvals Needed)
Masonry - Repoint Front Porch Brick Piers
Masonry - Repoint/Repair and/or Remove Inoperative Brick Chase
Masonry Piers - Front Porch- Repoint Brick Piers, Match Any Missing Brick
Mechanical - Install Attic Fan
Mechanical - Heating Unit
Mechanical - Install Bath Vent and Exhaust Duct to Exterior
Mechanical - Install Ducts, Fans & Hood For Kitchen & Bath Venting
Mechanical - Remove Inoperative Floor Heater & Cap Lines
Mechanical - Repair Furnace to Working Order
Mechanical - Ventilation - Install Vent Duct to Outside.
Mechanical - Ventilation - New Kitchen & Bath Fans
Mechanical - Venting & Duct Work
Non-historic Feature - Remove Dropped Ceilings
Non-Historic Feature - Remove Existing Non-historic Concrete Porch
Non-Historic Feature - Remove Exterior Stucco and Dispose.
Non-historic Feature - Remove Front Porch Concrete Planters
Paint - Exterior of House and Garage
Paint - LBP Strip and Restore Doors
Paint - Refinish Stucco and Paint Exterior
Paint - Replaster and Paint Exterior
Painting - Exterior Painting Including Repairs
Painting - Paint Kitchen and Install New Wallpaper
Painting - Parlor and Hallway
Painting - All Exterior Including Windows & Trim on House & Garage
Painting - Exterior
Painting - Exterior of Garage
Painting - Exterior of House and Garage
Painting - Interior
Painting - Interior Paint Kitchen and Bedrooms

Painting - Interior Trim and Paint
Painting - Lead Based Paint Removal - Dining Room
Painting - Minor Exterior Repairs and Painting
Painting - Paint New Skirting on House
Painting - Painting and Minor Repairs on Garage
Painting - Removal Lead Based Paint
Painting - Strip and Refinish Interior Woodwork
Painting - Strip LBP From Interior Hardware & Trim
Painting - Strip LBP Paint and Refinish Kitchen Cabinets
Painting - Strip Paint on Exterior Siding, Complete Siding Repairs as Required and Re-Paint
Painting Exterior - All Exterior Windows and Trim
Painting Exterior Trim
Patio - Remove Metal Patio
Patio - Repair
Pest Control - Install New Attic Screening
Pest Control, Abatement and Rodent Proofing
Plaster - Install New Plaster Walls
Plaster - Interior Walls
Plaster - Patch and Repair Interior Walls and Ceilings as Required
Plaster - Remove Exist and Install New Drywall or Plaster
Plaster - Repair/Replace Plaster Ceilings and Wall As Needed
Plaster Refinish - Ceilings and Walls
Plastering - Repair Walls & Ceiling in Bedrooms & Bath
Plastering - Interior Patching and Plastering
Plastering - Living & Dining Rooms - Restore Walls & Ceilings
Plastering - Plaster/Patch and Paint Remodeled Bathrooms
Plastering - Remove Existing and Install New Plaster Walls & Ceilings
Plastering - Remove, Replace or Refinish
Plastering - Repair and Refinish Damaged Ceilings
Plastering - Repair and replace as required.
Plastering - Repair Existing Lath & Plaster Ceilings
Plumbing - New DWV and Supply Lines for Complete Dwelling
Plumbing - Additional DWV and Stops as required.
Plumbing - Bathroom - Install New Supply, Risers and Stops
Plumbing - Check/Replace Drain on Laundry Waste Line Under Rear Porch
Plumbing - Clean-out and Repair Waste Line
Plumbing - Code Item, Install anti-siphon riser on claw foot tub inlet
Plumbing - Complete New Plumbing Fixtures for Entire Residence
Plumbing - Correct/Repair Kitchen Waste and Vent Line
Plumbing - DWV
Plumbing - Fixtures - Bath - New Sink and Faucet
Plumbing - Fixtures - Bath - Tub, Enclosure and Faucet
Plumbing - Fixtures - Kitchen - New Sink and Faucet
Plumbing - Install All New Fixtures in Bath
Plumbing - Install Drain, Waste Venting for Bath, Kitchen & Laundry as Required
Plumbing - Install DWV, & Supply Including Gas for Laundry
Plumbing - Install Gas Supply Lines for New Fireplace & New Wall Heater
Plumbing - Install Loop on Kitchen Disposal Both Units
Plumbing - Install New Bath Fixtures: Shower, WC & Sink
Plumbing - Install New Copper Service & Supply Lines
Plumbing - Install New Drain, Waste and Venting for Kitchen & Bath
Plumbing - Install New Kitchen Sink & Disposal Siphon
Plumbing - Install New Laundry Drain, Waste & Vent
Plumbing - Install New Service Line From Meter
Plumbing - Install New Sink with Overflow/Trap for Dishwasher
Plumbing - Install New Supply, Stops, & Risers in Kitchen & Bath
Plumbing - Install New Toilet, Sink & Fixtures in Bath
Plumbing - Install New Waste Line

Plumbing - Install Risers to Correct Water Hammer and Split Supply Line
Plumbing - Install Sump Pit & Pump in Basement
Plumbing - Minor Repairs
Plumbing - New Bath Tub Fixture & Refinish Tub
Plumbing - New Bathroom Fixtures
Plumbing - New Cleanout for Waste Line on Guest House
Plumbing - New Main Supply and Hot-Water-Heater
Plumbing - New Replacement Tub
Plumbing - New Seal on W.C. to Repair Leak
Plumbing - New Service Line From Meter
Plumbing - New Supply Lines to Bath and Laundry Room
Plumbing - New Supply, Stops, & DWV As Required for New Fixtures.
Plumbing - New Tank less Hot-Water-Heater
Plumbing - Refinish Claw Foot Bath Tub & Install New Stops & Faucet
Plumbing - Remove or Relocate exposed gas lines on exterior of residence
Plumbing - Removed Exposed Exterior Piping on North Wall.
Plumbing - Replace Sewer line
Plumbing - Roto Clean Main and Sewer Line
Plumbing - WC - Remove, Replace Seal and Repair Sub floor
Plumbing Fixtures - New Hot Water Heater
Plumbing - Remove Exterior PVC Waste/Vents Lines & Install DWV Lines Within Building
Porch - Minor Repairs
Porch - Build New Back Porch (Requires Design Review Approval)
Porch - Ceiling replacement
Porch - Demo Non-historic Rear Porch & Restore Siding (Planning Approval Req.)
Porch - Front - Install New Pickets & Hand Rail (Requires Approval)
Porch - Front Concrete Steps - Remove & Replace Damaged Steps to Match
Porch - Front Porch - Remove Non-historic Material (Brick) & Restore Concrete Steps
Porch - Front Porch - Repair & Refinish Landing
Porch - Front Porch Rebuild To Match Existing
Porch - Install New or Repair Existing Supporting Piers
Porch - Install new period porches: landing, piers, columns & ceiling
Porch - Install Period Wood Railing (Requires Planning Approval)
Porch - Minor Porch Repair and Painting
Porch - Patch Cracks in Concrete Landings
Porch - Rear Porch - New Wood Flooring
Porch - Rear Porch - Repair Dry rot on Stairs
Porch - Repair
Porch - Repair Wood Flooring
Porch - Repair/Rebuild Existing Front Porch - Match Existing - Permits Required
Porch - Repair/Restore Complete Front Porch (Requires Planning Approval)
Porch - Replace Decking with New Concrete Landing/Stairs on Rear Porch, Match Existing
Porch - Replace Front Porch Decking (Match Original Material & Pattern)
Porch - Replace Rear Porch Guardrail -Use Matching Wood Railing & Posts
Porch - Repoint Brick
Porch - Restore Enclosed Front Porch (Planning & DRC Approval Required)
Porch Replace - Front Porch Ceiling with Beaded Fir or Pine
Remove - Non-historic Awnings, Replace with Historic Features
Repair Eaves and /or Overhangs
Repair Exterior Stucco
Roof - Frame In Dormers (Requires Design Review & City Approval)
Roof - Install New Flashing - Paint to Match Existing
Roof - Minor Repair
Roof - New Built-up Roof and Insulation
Roof - Repair and/or Replace Existing Main Roof.
Roof - Repair Eaves and Overhangs - Match Original Starter Board
Roof - Repair Garage Roof
Roof - Repair/Replace Damaged Barge, Out lookers and Exposed Rafters (Match Existing)

Roof - Repair/Replace Flashing
Roof - Replace Broken Roof Tiles - Match Existing
Roof - Replace Damaged Exposed Rafter Tails - Match Existing - Permits Required
Roof - Replace eave starter board with T&G material & repair rafters
Roof - Strip & Install New
Roof - Strip & Install new Built-up Roof
Roof - Strip & Install New Roof on House & Garage
Roof - Strip and Install New Roof on Garage
Roof Gable - Install New Attic Screening
Roof- Install Flashing and Complete Minor Repairs
Roofing - Remove and Replace Built-up Roof (Include Repair of Sheathing).
Screens - Install Screens for French Doors
Screens - Replace Door and Window Screens.
Security - Install Security Hardware on Doors & Windows
Security Lighting and Alarm System
Seismic Retrofitting- Foundation Bolting
Seismic Retrofitting -Other than Foundation
Shed- Remove Non-historic Shed
Siding - Install Matching Siding on Additions.
Siding - Exterior Repairs
Siding - Remove Asbestos Siding & Repair Existing Siding
Siding - Remove Stucco & Repair and Match Existing Wood Siding, N. Side
Siding - Repair & Match Exterior Trim & Damaged/Missing Siding
Siding - Repair Garage Siding (Match Existing)
Siding - Repair/Replace Exterior Wood Shingles on House & Garage (Match Existing)
Siding - Restore or Replace Missing/Damaged Siding to Match Original
Siding Wood - Sand, Fill and Seal
Siding & Architectural Trim - Repair/Replace as Required
Siding Infill, Match existing Including Trim
Siding, Windows & Trim - Repair or Replace In-kind as Needed
Site - Drainage Correction at Basement Entrance
Site Drainage - French Drain & New Concrete Slab tat South Side of Garage.
Site Drainage - Install matching downspout on south elevation
Site Drainage - Provide Grate & French Drain to Eliminate Flooding of Garage
Site Drainage - Remove or Fill-In Old Septic Tank
Site Drainage - Repair and/or Replace Driveway
Site Drainage Problems - Remove and Install new Driveway.
Site Work - Correct drainage problems around perimeter of house
Site Work - Install French drain around perimeter of garage
Site Work - Tree Removal - Foundation Damage
Stair - Repair
Stair - Replacement
Stairs - Install new Tread, Risers & Railings.
Structural - Add Additional Pier(s) and Footing(s) in Basement
Structural - Brace Cripple Wall Under Front Bedroom Window
Structural - Brace Floor Joists and Stern Walls at Basement Entry.
Structural - Bracing - Install New Piers and Posts (Strap As Required)
Structural - Concrete - Remove & Install New Concrete Floor in Garage
Structural - Correct Ceiling Deflection & Plaster Living room Ceiling
Structural - Correct Floor Deflection Living Room Area at Fireplace
Structural - Correct Support Members on Bay Window
Structural - Expand Internal Stairs and Remodel 2nd Floor For New Living Area
Structural - Foundation and Masonry Repairs on Front Porch
Structural - Frame in New Bathroom and Hallway
Structural - Frame-in Bath Window Opening & Restore Siding
Structural - Frame-in Bedroom Door to Match Existing Window
Structural - Frame-in New Stairs, & Landings to Attic (Need Approvals)
Structural - Frame-in Northwest Exterior Door & Match Siding

Structural - Front Porch - Jack-up and Repair Footings and Landing
Structural - Garage - Install Floor /Ceiling Support Beam
Structural - Garage - Structural Bracing, Strong Wall and New Wood Garage Door
Structural - Garage- Rebuild/Brace Structural Framing Including New Roof, Retain Stucco Exterior
Structural - Garage Structural Framing; Add Sister Studs, Collar Ties & Rework Sliding Door.
Structural - Install & Strap New 4" X 4" Supporting Posts in Basement
Structural - Install Flooring & Frame-in Cripple Walls in Attic
Structural - Install New and/or Replace Missing Piers and Girders in Basement
Structural - Install new Cripple Wall, Sill Plate & Skirting
Structural - Install New Floor and Ceiling Joists to Meet Code
Structural - Install New Foundation on Rear Porch
Structural - Install New Pier & Post at Deflected Girder near Bath
Structural - Install New Piers & Posts to Correct Deflection in Floor
Structural - Install New Piers to Support Damaged Joists at Basement Entry
Structural - Install New Post and Pier Under Cut Girder
Structural - Install Post and Pier Base
Structural - Install Shear Panels & Bolt Foundation
Structural - Jack-up & Repair/Replace Damaged Foundation
Structural - Level & brace flooring, new piers & strap existing piers
Structural - Level Foundation, New Piers, & Seismic Retrofitting
Structural - Living Room Ceiling Bowed - Structural Repairs
Structural - Metal Hangers Needed on Main Girder Pockets
Structural - New Concrete Footings and Garage Floor Slab
Structural - New Framing or Repairs
Structural - New Joists, Girders, or Piers
Structural - New Partition Walls and Ceilings
Structural - New Piers & Posts to Correct Crown in Living Room Floor
Structural - New Rear Porch, Deck, Steps, Rail, & Repair Rear Cripple Wall
Structural - Provide Temporary Bracing To Support Footing/Wall Area of Basement
Structural - Rebuild Rear Porch - Floor Joists, Sills, & Walls
Structural - Remove Inoperative Brick Chase to Roof
Structural - Repair and/or Replace Damaged Masonry Cripple Wall in Basement
Structural - Repair Concrete Cracks in Foundation Stem Wall
Structural - Repairs in Basement - Provide Piers and Posts to Brace Girder
Structural - Replace Joists, Install New Girder and Required Piers.
Structural - Seismic Retrofitting - Provide Grout in Existing CMU's on Foundation
Structural - Seismic Work & Additional Piers to Correct Settling at NEC
Structural - Structural Repairs in Basement.
Structural - Structural Repairs on Garage
Structural - Structural repairs, new sill plate & bolting of garage
Structural - West Concrete Stem Wall Needs Footing (Engineering Required)
Structural Bracing - Garage - Install Plywood Shear Walls on Interior
Structural Bracing - Garage - New Rafters, Collar Ties & Header for Door
Structural Repairs - Roof and /or Ceiling Joists
Stucco - Exterior - Sandblast & Restore to Original Finish
Stucco - Repair Existing and Install New Stucco Finish
Stucco- Exterior Repair - Match Existing
Termite - Tenting and Fumigation
Termite Treatment and Repair
Tile - Replace, Repair or Repoint
Tile - Install Pan & Tile for New Shower
Tile - Install New Kitchen Tile
Tile - Install new Tile Floor on Front Entry Area
Tile - Install New Tile in Kitchen, Bath & Laundry Area of Main Residence
Tile - New Ceramic Tile
Utility Enclosure - New
Vector Control - Provide Crawl Space Screening
Vent - Exterior E. Side - Replace Metal Vent with Matching Wood Vent (Staff Approval)

Ventilation - Attic Fan
Wallboard - Remove Wallboard & Install new Drywall & Paint
Wallpaper - Strip and Prepare Walls as Required
Wallpaper Removal
Waterproofing
Weatherproofing
Window - Install New Hardware and Weather Stripping
Window - New Wood Replacement Windows to Match Existing
Window - New Wood Screens and Hardware
Window - Reglaze Windows & Glass Replacement as Needed
Window - Repair Original Lead Glass Living Room Window
Window - Repair Transom Glass
Window - Replace with Period Glass
Window - Restore Wood Bathroom Window (Requires Planning Approval)
Window Bathroom Restore as Original
Window Screens - Install New Historic Wood Screens to Match Existing
Windows - New Wood Casements, Hardware & Screens For Dormers
Windows - Remove Jalousie Windows & Replace w/ Wood Windows (Need DRC Approval)
Windows - Repair to Working Order, Including New Wood Window Screens
Windows - Repair Weights, & Rework for Smooth Operation.
Windows - Repair, Restore or Replace (Match Existing Wood Windows & Trim)
Windows - Replace Aluminum Windows with Period Wood Windows (Requires DRC Approval)
Windows - Replace Non-Historic Windows - (Requires Planning Approval)
Windows - Replace Wood Windows in Garage (Match Existing)
Windows - Restore Missing Architectural Window Trims, Casings & Caps
Windows- Repair/Replace Exterior Windows Trims (Match Existing)
Windows, Remove Non-historic & Replace with Matching Windows
Windows, Remove Non-historic, & Infill Exterior/Interior Openings

RECORDING REQUESTED BY
AND, WHEN RECORDED,
MAIL TO:

City Clerk
City of Orange
300 E. Chapman Avenue
Orange, California, 92866

EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT
CODE SECTIONS 27383 AND 6103.

Property Address: _____, Orange, CA 9286__
APN 000-000-00

**HISTORIC PROPERTY PRESERVATION AGREEMENT
(MILLS ACT CONTRACT)**

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT (the "Agreement") is made and entered into as of the date of execution by the City (herein referred to as the "Effective Date"), and is being entered into by and between the CITY OF ORANGE, a municipal corporation ("City"), and _____ (referred to herein as the "Owner"), with reference to the following:

RECITALS

WHEREAS, the Mills Act (Government Code Section 50280 *et seq.*) provides cities with the opportunity to contract with owners of qualified historical properties whereby the owner promises to preserve, restore and rehabilitate the property in return for a reduced property tax assessment; and

WHEREAS, included within the City of Orange is one of the largest National Registered Historic Districts in the Western United States, and the City desires to promote the quality of life and historic features of said District to its citizens and visitors; and

WHEREAS, the City is dedicated to the protection and stabilization of property values through maintaining and upgrading its older housing stock, through the use of incentives such as the Mills Act; and

WHEREAS, the Mills Act will also have beneficial effects on City businesses, economic stability and community pride by preserving important neighborhood resources; and

WHEREAS, the use of the Mills Act will fulfill one of the City's 1983 Historic Preservation Element goals; specifically,

"The encouragement and incentives to achieve long-term preservation of the historic neighborhoods in Orange will be provided through financial, planning and zoning incentives which assist property owners in rehabilitating and preserving their homes and buildings." (Goal # 2, page 35); and

WHEREAS, it is the City's expectation that the Owner will use the property tax savings accrued under this Agreement for improvements to the "Historic Property" (as defined below). To that end, as a condition of renewal, the City will require a revised schedule of improvements every five years showing a plan for improvements commensurate with the tax savings; and

WHEREAS, Owner possesses fee simple title in and to that certain real property, together with associated structures and improvements thereon, located at _____ in the City of Orange, County of Orange, State of California, having Assessor's Parcel Number 000-000-00 and more specifically described in Exhibit A, which exhibit is attached hereto and made a part hereof (herein referred to as the "Historic Property"); and

WHEREAS, the Historic Property is a qualified historical property under the Mills Act in that it is privately owned property which is not exempt from property taxation and is either: individually designated or within a designated district which is listed on the National Register of Historic Places, California Register of Historical Resources or Register of Historical Landmarks, California Points of Historical Interest, or on a City of Orange Historic Register; and

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

WHEREAS, the City and Owner for their mutual benefit, now desire to enter into this Agreement to limit the use of the Historic Property to prevent inappropriate alterations, to ensure that characteristics of historical significance are preserved and maintained in an exemplary manner, and to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code.

AGREEMENT

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

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

any of the provisions in this Agreement are inconsistent with the pertinent provisions of the Government and Revenue and Taxation Code, they are superseded by those Code Sections.

2. ASSESSMENT OF VALUATION. Property tax relief afforded to Owner pursuant to Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code will be determined solely by the Orange County Assessor. City makes no representations regarding the actual tax savings any person may realize by entering into this Agreement.
3. PRESERVATION OF PROPERTY. Owner agrees to preserve and maintain the Historic Property and its character defining features. Character defining features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roof line and other aspects of the appearance of the exterior of the Historic Property.

The Secretary of the Interior's Standards for Rehabilitation (Exhibit B) and City's minimum maintenance standards (Exhibit C), attached hereto and incorporated herein by reference, shall constitute the minimum standards and conditions for preservation, restoration, and rehabilitation of the Historic Property, and shall apply to the Historic Property throughout the term of this Agreement. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the U.S. Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, the City of Orange's Old Towne Design Standards.

As consideration for the City to enter into this Agreement, the Owner agrees, at its own cost and expense, to complete, or cause to be completed, the work or improvements described in Exhibit D within the times established therefor in Exhibit D. The Owner shall secure any and all permits which may be required by the City or any other governmental agency affected by the construction of the work or improvements. The Owner accepts responsibility for and shall be responsible for identification of and compliance with all applicable laws pertaining to the construction and installation of the work or improvements described on Exhibit D and the contract or contracts pertaining thereto. The Owner will neither seek to hold nor hold the City liable for, and will hold the City harmless with respect to, any consequences of any failure by the Owner to correctly determine the applicability of any such requirements to any contract he/she/they enter into.

In addition to the foregoing, the Owner hereby agrees to and will comply with all applicable local, state, and federal statutes, regulations, rules, codes (including building codes), ordinances, and other requirements of governmental authorities now or hereafter in effect ("Applicable Laws") pertaining to the use of the Historic Property. Owner must give the City immediate written notice on Owner's becoming aware that the use or condition of the Historic Property is in violation of any Applicable Laws.

4. 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 within thirty (30) days following each anniversary of the Effective Date of this Agreement. The annual report shall provide substantiation reasonably satisfactory to the City's Historic Preservation Planner or in his/her absence the Director of Community Development that Owner has completed the work required by Exhibit D for the twelve month period preceding each anniversary of this Agreement, and whether the Historic Property has undergone any changed conditions, and whether Owner has received any public funds from other sources designated for the preservation or maintenance of the Historic Property and from whom such funds have been received.

5. PAYMENT OF ANNUAL INSPECTION FEE. The Owner shall pay the City an annual inspection fee for each required inspection of the Historic Property for the purpose of covering the reasonable cost of performing required inspections as work is completed. Said fee shall be payable to the City of Orange and shall be remitted to the Planning Division upon demand and prior to the required inspection. The amount of the annual inspection fee shall be established by the City and may be revised from time to time, which fee shall be set forth in the City's Master Schedule of Fees and Charges.
6. TERM. The term of this contract is for a period of ten (10) years. The initial term of this Agreement shall be from _____, 20__ to and including _____, 20__.
7. AUTOMATIC RENEWAL. On each yearly anniversary of the Effective Date of this Agreement (hereinafter referred to as the "renewal date"), one year shall be added automatically to the initial term of this Agreement, unless notice of non-renewal is given as provided in this Agreement.
8. EFFECT OF OUTSIDE FUNDS. If Owner receives funds designated for the preservation or maintenance of the Historic Property from any other public agency, this Agreement shall not be renewed except upon the vote of the City Council.
9. NOTICE OF NONRENEWAL. If in any year either the Owner or City desires not to renew this Agreement, that party shall serve written notice of nonrenewal on the other party in advance of the annual renewal date. Unless the notice is served by Owner to City at least ninety (90) days, or by City to Owner at least sixty (60) days prior to the renewal date, one year shall automatically be added to the term of the Agreement. Within fifteen (15) days of receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. Upon receipt of such a protest the City Council shall set a hearing prior to the expiration of the renewal date of this Agreement or toll the renewal date until such hearing can reasonably held. Owner may furnish the City Council with any information which the Owner deems relevant; and shall furnish the City Council with any information it may require. At any time prior to the renewal date, City may withdraw its notice of nonrenewal.
10. EFFECT OF NOTICE NOT TO RENEW. If in any year either party serves notice of intent not to renew this Agreement, this Agreement shall remain in effect for the balance of the period

remaining since the original execution date if not yet renewed, or the last renewal date of the Agreement, as the case may be.

11. UPDATE OF IMPROVEMENT SCHEDULE. At least ninety (90) days prior to the tenth (10th) anniversary of the Effective Date of this Agreement, and ninety (90) days prior to every tenth (10th) anniversary thereafter, Owner shall provide City with an updated schedule of improvements and maintenance items for the City's review and approval. Such updated schedule shall contain a list of proposed improvements and/or revisions to be accomplished during the next succeeding ten (10) years of the Agreement and a schedule for the construction of such improvements. Within thirty (30) days after the City's receipt of said updated schedule, the City's Director of Community Development shall either approve or disapprove such proposed schedule of proposed improvements, or shall respond in writing by stating what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Owner shall promptly furnish to the City such further information as may be reasonably requested.

From time to time, at the request of the City's Director of Community Development (or his/her authorized representative), the Owner shall meet and confer with the City's Historic Preservation Planner or in his/her absence the Director of Community Development (or his/her designee) regarding matters arising hereunder with respect to the work and improvements and the progress in constructing the same.

12. INDEPENDENT ADVICE OF COUNSEL. The Owner, and each of them, represent and declare that in executing this Agreement he/she/they have relied solely upon hi/her/their own judgment, belief and knowledge, and the advice and recommendations of his/her/their own independently selected counsel, concerning the nature, extent and duration of his/her/their rights and claims, and that he/she/they have not been influenced to any extent whatsoever in executing the same by the City or by any person representing the City.
13. FURNISHING OF INFORMATION. Owner shall furnish City with any information City shall require in order to enable City to determine eligibility of the Historic Property to be classified as a Historic Property.
14. ENFORCEMENT OF AGREEMENT. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any breach of the terms of this Agreement, to recover damages for any breach, or to obtain any other remedy consistent with the purpose of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner specifying the alleged grounds for the default. Said notice shall be given by registered or certified mail addressed to the address stated in this Agreement. If such violation(s) is not corrected to the reasonable satisfaction of the City within thirty (30) days from the receipt of the notice of violation, or within such reasonable time as may be required to cure the breach or default, provided that acts to cure, correct or

remedy such breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion, then City may, without further notice, institute legal action.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner. Any failure or delay by the City in asserting any of its right and remedies as to a breach of any of the covenants, conditions or agreements set forth herein shall not operate as a waiver of such breach or of any such rights or remedies, or deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce such rights or remedies. A waiver by the City of a breach shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or agreements set forth in this Agreement.

15. CANCELLATION. City may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of this Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in this Agreement.
16. NOTICE OF CANCELLATION. This Agreement cannot be canceled until after City has given notice and has held a public hearing as required by Government Code Section 50285. Notice of the hearing shall be mailed to the last known address of each owner of property within 300 feet of the Historic Property and shall be published in accordance with Government Code Section 6061.
17. CANCELLATION FEE. If City cancels this Agreement in accordance with Section 15 above, 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. The current fair market value shall be determined by the County Assessor as though the Historic Property were free of the restriction on the Historic Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at such time and in such manner as the County Auditor shall prescribe.
18. NOTICES. All notices required by or provided for in the Agreement shall be given in writing and may be mailed or delivered in person at the address of the respective parties as specified below or at any other address as may be later specified by the parties. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

City of Orange
Attn.: City Manager
300 E. Chapman Avenue
Orange, CA 92866

Orange, Ca 92868

19. NO COMPENSATION. Owner shall not receive any payment from the City in consideration of the obligations imposed under this Agreement. The Owner acknowledges and agrees that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Historic Property on account of the restrictions on the use and preservation of the Historic Property.

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

21. ACQUISITION OF PROPERTY BY EMINENT DOMAIN; CANCELLATION OF CONTRACT; INAPPLICABILITY TO DETERMINATION OF VALUE.

In the event that the Historic Property is acquired in whole or part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City to frustrate the purpose of the Agreement, the Agreement shall be canceled and no fee shall be imposed under Section 17, above. The Agreement shall be deemed null and void for all purposes of determining the value of the Historic Property so acquired.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency, the restrictions on the use of the Historic Property included in this Agreement shall, without further agreement of the parties, be reinstated and the terms of this Agreement shall continue in full force and effect.

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

23. INSURANCE. Owner shall maintain during the life of this Agreement a homeowners insurance policy.

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

25. REQUIREMENTS RELATED TO TRANSFER OF HISTORIC PROPERTY. In the event of any sale, transfer, assignment or conveyance of the Historic Property (herein referred to as a "Transfer"), the Owner agrees that, at least thirty (30) days prior to such Transfer, it shall give

written notice to the City of such proposed Transfer, including the name(s) of the transferee(s). In addition, the Owner and the proposed transferee(s) shall enter into and deliver to the City through the escrow for the Transfer of the Historic Property an assignment and assumption agreement in a form satisfactory to the City's Attorney or such other evidence as may be satisfactory to the City that the transferee(s) has (have) assumed the Owner's obligations set forth in this Agreement. Upon the Transfer of the Historic Property and the assumption of the obligations hereunder by the transferee(s), the Owner's liability for performance shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.

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

27. AMENDMENTS. This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the Director of Community Development is authorized to amend the list of required projects in Exhibit D to be consistent with realized tax savings.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and re-attached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

29. ADMINISTRATION. This Agreement shall be administered by the City's Director of Community Development (or his/her designated representative) following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the City's Director of Community Development (or his/her authorized representative). The City's Director of Community Development shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the City so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement, and such amendments may include extensions of time specified in Exhibit D. All other waivers or amendments shall require the written approval and consent of the City Council.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement.

“OWNER”

Dated: _____, 2009

Dated: _____, 2009

“CITY”

CITY OF ORANGE, a municipal corporation

Dated: _____, 2009

By: _____
Carolyn V. Cavecche, Mayor

ATTEST:

APPROVED AS TO FORM:

Mary E. Murphy, City Clerk

Theodore J. Reynolds
Assistant City Attorney

ACKNOWLEDGEMENTS

State of California
County of Orange

On _____, 2009, before me, _____, a Notary
Public in and for the State of California, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California
County of Orange

On _____, 2009, before me, _____, a Notary
Public in and for the State of California, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF HISTORIC PROPERTY

[To be inserted.]

APN _____

EXHIBIT "B"

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. Every reasonable effort shall be made to provide a compatible use for a property, which requires a minimal alteration of the building structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that, if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

EXHIBIT "C"

CITY OF ORANGE HISTORIC PROPERTY
MAINTENANCE STANDARDS

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

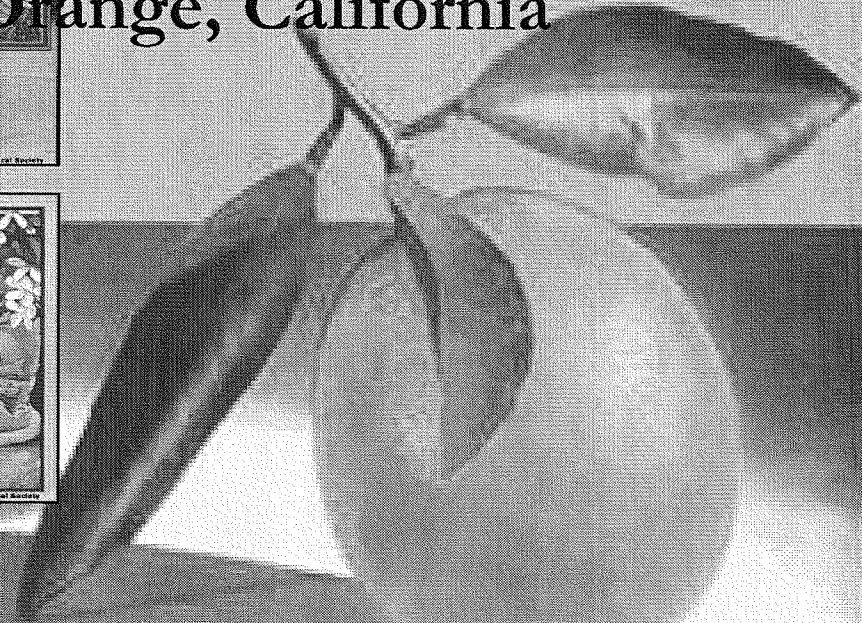
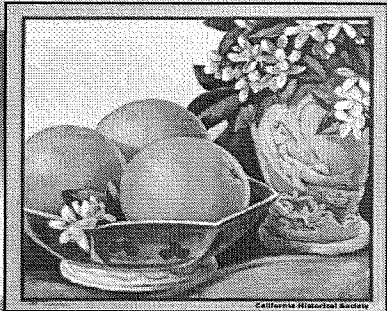
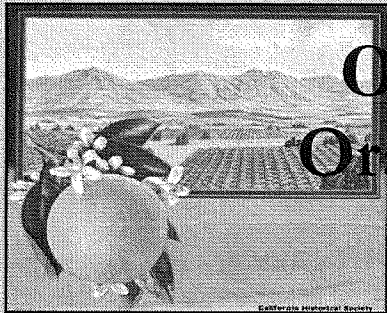
1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows.
2. Publicly visible storage of scrap lumber, junk, trash or debris.
3. Publicly visible storage of abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture,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

EXHIBIT "D"

LIST OF REQUIRED PROJECTS

[To be inserted.]

**Historic Preservation
DESIGN STANDARDS
for
OLD TOWNE
Orange, California**



Adopted July 11, 1995
Updated December 14, 1999

COMPLETE

City of Orange
Community Development Department
300 East Chapman Avenue
Orange, CA 92866
Phone: (714) 744-7220
www.cityoforange.org

**Historic Preservation
DESIGN STANDARDS
for
OLD TOWNE
Orange, California**

*As approved by City Council
June 13, 1995*

*And adopted by City Council Resolution #8488
July 11, 1995*

*Revised by City Council Resolution #8996
August 25, 1998*

*Revised by City Council Resolution #29-99
December 14, 1999*

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PART 1 - GENERAL

Chapter 1 - Introduction

A. Purpose of the Manual

1. Introduction

The purpose of the Design Standards is to protect the historic and architectural resources which contribute to the cultural richness of Orange.

The protection of historic districts of Orange will ensure that the City's unique quality will remain for the enjoyment, pride and economic benefit of its citizens.

Furthermore, this document is intended to combine all the processing requirements and design criteria specific to the Old Towne District into a single document. For those areas within Old Towne which are also subject to provisions of a specific plan, this document will apply only as required by the specific plan.

2. Objective

The objective of the Design Standards is to provide guidance for the enhancement and preservation of the City's Old Towne Historic District.

The objectives of the preservation and rehabilitation program are to:

- protect the desirable and unique features of the historic neighborhoods
- protect and stabilize property values
- minimize building deterioration
- ensure that new construction is structurally and aesthetically compatible with existing historic neighborhoods

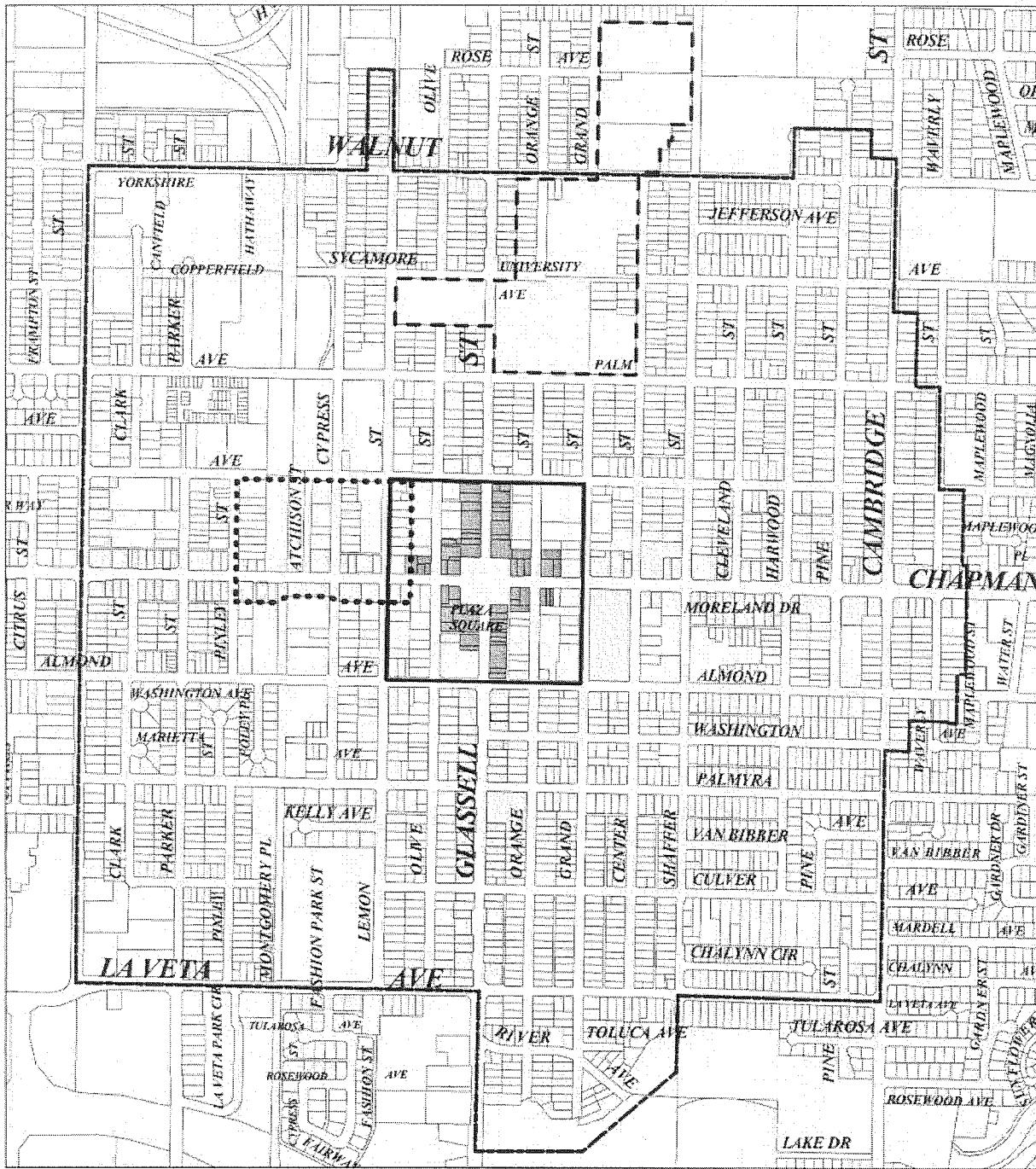
3. Scope







The following map (Exhibit 1) indicates the four major components which comprise the Old Towne District of Orange.

The Plaza Historic District
The Downtown Core
The Spoke Streets
The Residential Quadrants

This map also indicates those areas subject to specific plans.

Exhibit 2 identifies the boundaries of the National Register Historic District contained within Old Towne.



- | | | | |
|---|----------------------------|---|-------------------------------------|
|  | SPOKE STREET |  | DEPOT AREA
SPECIFIC PLAN |
|  | PLAZA HISTORIC
DISTRICT |  | CHAPMAN UNIVERSITY
SPECIFIC PLAN |
|  | DOWNTOWN CORE |  | OLDTOWNE BOUNDARY |

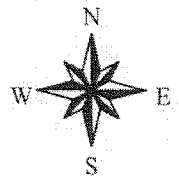
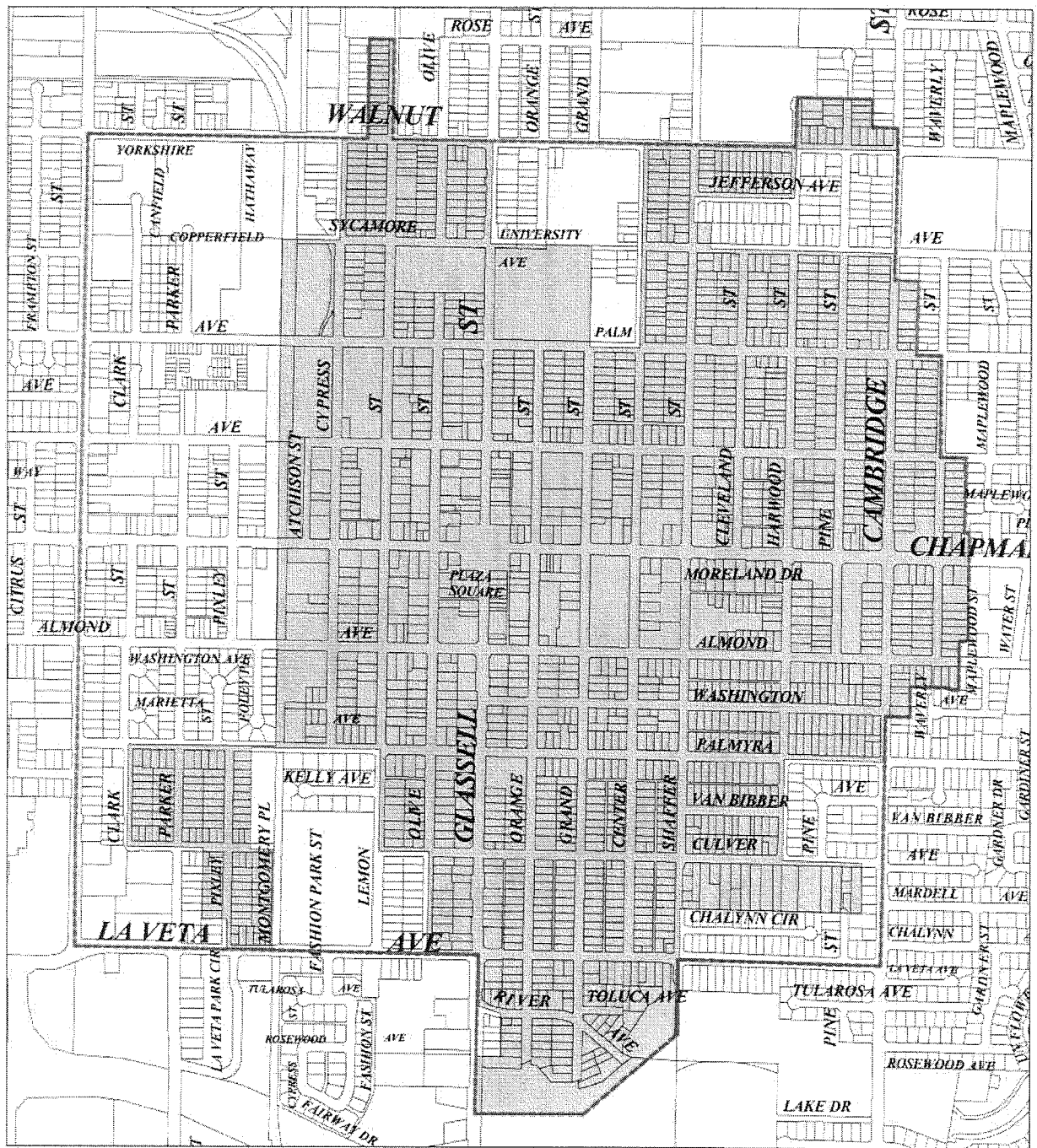


EXHIBIT 1



OLD TOWNE HISTORIC DISTRICT

— OLD TOWNE DISTRICT

■ NATIONAL REGISTER HISTORIC DISTRICT

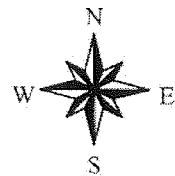


EXHIBIT 2

4. Intended Users

This document has been adopted to assist property owners and design professionals in the rehabilitation of structures located within the Old Towne District, the construction of limited infill structures and modifications to existing buildings.

5. Design Review

All projects within the Old Towne District are subject to design review. The design review process allows the City to evaluate each individual project and its relationship to its surroundings (streetscape). The design standards address the following elements:

- a. Site Planning
- b. Rhythm of Spacing of Buildings on a Street
- c. Height, Scale and Massing of Structures
- d. Arrangements of Doors, Windows, and Other Openings
- e. Textures, Materials and Colors
- f. Roof Shape
- g. Entrances and Approaches
- h. Landscaping
- i. Lighting
- j. Signage
- k. Overall Design Quality

B. Organization

The Old Towne Design Standards are divided into three major parts and a set of appendices.

1. Part One: General

Chapter One of this section provides an introduction to the purpose and objectives of the Design Standards.

Chapter Two presents a brief architectural history of Orange.

2. Part Two: Processing Requirements

This section explains the review procedure and criteria used in evaluating projects. It also explains the procedures used to review demolitions and replacement structures.

3. Part Three: Design Criteria and Development Standards

This section provides design guidance for the four major areas which comprise the Old Towne District. Each chapter deals with a specific area in terms of observed conditions, design objectives, guidelines for important design elements, and development standards augmenting those of the base zone.

These design review standards will serve as a baseline by which plans for rehabilitation and new construction can be judged for consistency with neighborhood characteristics.

The intent of these standards is to provide a range of flexible design options which will encourage development compatible with the existing character of Old Towne and which will discourage

introduction of incompatible features. Flexible rather than rigid development standards have been included to match the wide range of different contexts found in Old Towne.

4. Appendices

- a. Appendix A - Definitions
- b. Appendix B - Use of Appropriate Materials
- c. Appendix C - Secretary of the Interior's Standards for Rehabilitation
- d. Appendix D - Supplemental Documents

Chapter 2 - Historical Overview

A. Background

The City of Orange was founded in 1871 as a real estate venture by two men, Andrew Glassell and A. B. Chapman. Like many cities located in the Eastern and Midwestern United States, Orange was subdivided into a grid system of streets which focused about a central square.

The square remained as a crossroads until 1886, when the community petitioned the Board of Supervisors to revise the road alignment for the purpose of creating a semi-circular Plaza. The local newspaper of that day commented on the new Plaza:

“With a little care and attention it can be made to blossom into a beautiful little park which will delight the eye. Property owners in and around Orange should help the Plaza vigorously. It is a good investment.”

The cleanup and beautification efforts that followed culminated with the installation of a fountain in the center of the park, purchased through public donations.

The tradition of public involvement in urban aesthetics that began in the late 19th Century with the development of the Plaza, is present to this day. In 1970, brick sidewalks and planters were installed at the corners of the square. In 1983, an extensive streetscape program was completed along Glassell Street to provide public amenities and improve the image of downtown Orange.

B. Historical Significance

According to State Historic Resource Surveys, Orange is unique among the region and the state in that it has the second largest concentration of historic buildings. It is important to note that as many as 1/3 of the buildings within this area are non-contributing.

Within and near the present Old Towne boundaries as shown in Exhibit 1, a diversity of architectural styles, building types and neighborhood characteristics is present. A strong commercial core, known as the Plaza Historic District, is complemented by the surrounding residential neighborhoods.

Commercial buildings dating from the 1880's through the 1920's are present and exhibit styles and architectural details unmatched in our modern times. Similarly, homes from the 1880 Victorian through

post-World War I Period Revival styles are present in nearly the same concentrations as they existed in the 1920's.

The complete stock of commercial buildings and residential homes which are a part of the Old Towne community is complimented by the churches, schools, depot, post office, packing houses, industrial buildings, clubhouses, and parks which still remain in active use since their establishment in the early part of the century.

The heart of Orange is composed of historically interdependent buildings which still exhibit the special ambiance associated with their time and place in history. On the whole, the homes and buildings are in a well-maintained condition and retain their original architectural integrity.

In 1981, the City Council authorized preparation of a historic survey, to identify, evaluate and document all pre-1940 buildings existing throughout the City. The purpose of the survey was to gather data needed to prepare a Historic Preservation Element of the General Plan. This survey was completed in 1982. The Council subsequently authorized an update and computerized listing of the original survey, to further assess the City's historic resources. When the update was completed, it was presented to the City Council and Planning Commission in May, 1992, at which time the Council took action to receive and file the report.

Based upon the results of the original 1982 Orange Historic Survey and the findings of the Advisory Board and the updated 1992 Survey, it was determined that there are special areas of historic importance in Orange that warrant preservation and conservation.

A logical and sensible preservation program will enhance the historic neighborhoods and the quality of life in Orange in four primary ways:

- Protection of the desirable and unique feature of the historic neighborhoods.

- Long term protection and stabilization of property values.

- Protection that compatible rehabilitation will occur and that deterioration will be minimized.

- Protection to insure that new construction in historic neighborhoods will be contextual and architecturally compatible with the adjoining structures.

PART II - PROCESSING REQUIREMENTS

Chapter 1 - Application Procedures

A. Overview

In order to enhance and preserve its heritage, the City has established design and development standards specific to the Old Towne District. These standards are contained in Part III of this document. To assure compliance with the standards, the City has implemented a project review and approval process. This process includes design review, whereby all projects are evaluated for compliance with these design standards, and environmental review, which considers potential impacts of projects upon existing historic resources and the Old Towne District as a whole. This process is explained in detail below.

B. Reviewing Bodies

1. The City's Design Review Committee (DRC) is a body of five professionals appointed by the City Council, and authorized by the Zoning Ordinance to review design elements of construction projects throughout the City. The DRC reviews all projects in the Old Towne Historic District for compliance with these Design Standards. Their role is largely advisory to the Planning Commission, because the DRC does not have authority to take final action on projects requiring environmental review. However, the DRC is authorized to take final action on projects identified in item C. 2. below, when environmental review is not required.
2. Planning Commission. The City's Planning Commission is a body of five City residents, appointed by the Mayor with approval of the majority of the City Council. The Commission is authorized by the Zoning Ordinance to review land use, environmental and historic preservation issues. When projects in the Old Towne Historic District require environmental review and/or land use applications, they are subject to review by the Planning Commission, who will also evaluate whether the project conforms to these Design Standards.
3. City Council. The City Council has final review of all matters relating to planning and zoning. Projects in the Old Towne Historic District will be reviewed by the City Council upon appeal of a Planning Commission decision, or when the project involves an Environmental Impact Report, or certain land use applications (such as zone change, General Plan Amendment, tentative tract map, etc.).

C. Design Review

In order to verify that any project in the Old Towne District complies with the standards contained in this document, all projects are reviewed by the City. There are various levels of review, as described below. Routine maintenance does not require formal review, although staff consultation is recommended. Routine maintenance includes painting of structures, and duplicating damaged or deteriorated exterior architectural features. Painting of Plaza commercial buildings shall be in accordance with the color palette approved in the Plaza Facade Study (available at the Planning counter).

1. Staff Review

Those projects listed below are subject to review and approval over the counter by staff in the following manner:

- An applicant brings plans to the Planning Counter for review by staff.
 - If the project meets standards, approval is granted over the counter, and the applicant applies for building permits (when necessary).
 - If staff determines that a project does not comply with the standards contained in this document, approval will not be granted unless plans are modified to meet standards. An applicant may appeal staff's determination of non-compliance to the DRC. Such appeals shall utilize the process enumerated in Section 17.08.050 of the Orange Municipal Code, but shall be heard by the Design Review Committee.
- a. Minor exterior alterations, including installation, change, replacement or removal of the following:
 - 1) Doors, windows, columns, piers, siding and architectural trim
 - 2) Roofing

- 3) Major landscape features
 - 4) Installation and replacement of air conditioning units and new electrical service meters
 - 5) Chimneys, fireplaces, and masonry piers
 - 6) Decks
 - 7) Modifications to accommodate access for the disabled
 - 8) Accessory structures less than 120 square feet, such as trash enclosures, storage sheds, etc.
 - 9) The following when located in a front or side yard area, or are visible from the public street:
 - Skylights, solar panels, greenhouse windows, and roof mounted equipment
 - Hardscape and new flatwork
 - Arbors and fences
- b. Installation of new signs upon buildings for which there is an approved sign program, or routine maintenance of existing signs.

2. Design Review Committee Review

The projects listed below will generally be exempt from the provisions of the California Environmental Quality Act, and subject to review and approval by the DRC, unless there are specific or unusual circumstances or the cumulative impacts of successive projects of the same type over time is significant.

- a. New signs and sign programs.
- b. Any change or alteration of any facade within the Plaza Historic District, when it can be shown that the changes will not have an adverse impact on the existing structure, the surrounding area or the Historic District.
- c. External changes and facade renovations on unreinforced masonry (URM) buildings undergoing seismic retrofitting as required under the City's Seismic Strengthening Provisions for URM Buildings, Chapter 15.55, when it can be shown that the changes will not have an adverse impact on the existing structure, the surrounding area or the Historic District.
- d. Addition to a contributing structure, when the addition involves the removal of a wall but no floor area, is not visible from the street, increases the floor area of the existing structure by less than 20%, does not exceed the height of the existing structure, and utilizes the same materials, colors, roof pitch and architectural style as the existing structure. If the building is designated as a cultural resource, and is individually listed on or eligible for listing on the National Register, then any addition will require environmental review by the Planning Commission.
- e. Addition to a non-historic resource, provided the addition does not exceed a height of 1 ½ stories, the project involves the removal of no more than 25% of the existing floor area, and it can be shown that the changes will not have an adverse impact on the existing structure, the surrounding area or the Historic District.
- f. Any combination of alterations occurring within a 60 month period which result in a non-historic resource being enlarged by more than 20% of the original floor area.
- g. New accessory structures, greater than 120 square feet in size.
- h. Demolition of non-contributing accessory structures greater than 120 square feet, when the replacement structure is similar in function and size to the structure being removed.

3. Planning Commission Review

The projects listed below will generally require preparation of a Negative Declaration or Mitigated Negative Declaration, and review and approval by the City Planning Commission:

- a. Partial demolition of a structure, when it can be shown that there will be no significant adverse impact to the structure, the surrounding area or the Historic District.
- b. Demolition of a contributing accessory structure greater than 120 square feet in size.
- c. Demolition of a non-historic resource, when it can be shown that there will be no significant adverse impact to the surrounding area or the Historic District.
- d. Addition to a contributing structure, when the addition is visible from the street, increases the floor area of the existing structure by more than 20%, or exceeds the height of the existing structure.
- e. Any addition to, or modification of, a building designated as a cultural resource (individually listed on or eligible for listing on the National Register).
- f. Any combination of alterations occurring within a 60 month period which result in a contributing structure being enlarged by more than 20% of its original floor area.
- g. Additional units on a lot zoned for such purposes, when the existing structure is retained in place, and it can be shown that the additional units will not have a significant adverse impact upon the existing structure, the surrounding area or the Historic District.
- h. Infill construction on a lot, in conjunction with demolition of a non-historic resource, when it can be shown that the construction will not have a significant adverse impact upon the surrounding area or the Historic District.
- i. Infill construction on vacant property, when it can be shown that the construction will not have a significant adverse impact upon the surrounding area or the Historic District.

4. City Council Review

The projects listed below will generally require preparation of an Environmental Impact Report, and review and approval by the City Council:

- a. Demolition of a contributing structure, site or historic feature.
- b. Partial demolition of a contributing structure, when it can be shown that there will be a significant adverse impact to the structure, the surrounding area or the Historic District.
- c. Any infill construction, when it can be shown that the construction will have a significant adverse impact upon the surrounding area or the Historic District.

D. Demolition Review

Demolition review is a process as established in the demolition ordinance (Section 17.10.090 of the Orange Municipal Code) that provides for review and approval of replacement structures prior to issuance of a demolition permit. Such review is intended to assure that replacement structures are compatible with the established character of the Old Towne District and individual structures, and conform to adopted design standards. Demolition review is required whenever all or part of a structure is removed from a site in Old Towne (either by relocation or destruction) when such removal permanently impairs the architectural or structural integrity of the structure.

Exception: Demolition review is not intended to apply to:

1. Demolitions ordered by the Chief Building Official or Fire Chief of the City of Orange to remedy conditions determined to be dangerous to life, health or property. Demolitions of structures in the Plaza Historic District require approval of the State Historic Preservation Office.
2. Demolition of a non-historic resource which has a floor area less than 120 square feet.

Chapter 2 - Review and Approval

A. Review Criteria

The Old Towne Design Standards are legally enforceable zoning requirements designed for the long term protection of the architectural and historical character of Old Towne Orange.

The Design Standards are intended to insure compliance in the implementation of the City's General Plan, Historic Preservation Element's goals and policies.

While the Historic Preservation Element establishes the importance of the preservation, rehabilitation and enhancement of the historical character of Orange, the Design Standards provide specific implementation requirements and considerations by which to evaluate individual projects.

In addition to the Old Towne Design Standards, the decision makers shall consider the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation (see Appendix B) and the following general criteria in making a project determination:

1. Compatibility of the project with surrounding development and neighborhoods:
 - a. The development shall be consistent in size, scale and context with surrounding development.
 - b. The development shall retain the historic relationship between buildings, landscape features and open space.
 - c. Building design, colors and material shall be compatible with the character of the existing structure and surrounding area.
 - d. Additions shall be designed and constructed so as to not significantly change, obscure, damage, or destroy the character defining features of an historic building or feature.

- e. The development shall not erode or adversely affect an historic resource or district.
- 2. Adequacy of screening/buffering:
 - a. Trash receptacles, storage and loading areas, and mechanical equipment shall be screened from view of public streets, in a manner which is architecturally compatible with the building.
 - b. Landscape areas shall be provided in and around parking lots to break up the appearance of large expanses of paving.
- 3. Landscaping:
 - a. The type, size and location of landscape materials shall be compatible with the scale of building(s) and property.
- 4. Signs:
 - a. All signage shall be compatible with the building design, scale, colors and materials.
 - b. All signs within the Plaza Historic District shall be of a size and style compatible with the historic building and shall not cover or obscure significant architectural detailing or features.
 - c. Property addresses must be visible from street.
- 5. Streetscape
 - a. Building facades shall be complementary and blend with neighboring structures.

B. Conditions of Approval

The reviewing bodies may require reasonable conditions of approval to implement the standards contained in this document.

C. Findings Required

The reviewing body shall make findings for all projects it reviews based upon design criteria stated above. Specific findings shall be made as follows:

- 1. For all projects:
 - The proposed work conforms to the standards and design criteria referenced and/or recommended by the Design Review Committee or other reviewing body for the project.
- 2. For projects located in the National Register Historic District:
 - The proposed work complies with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation.
- 3. For building additions and modifications:
 - The proposed work will neither adversely affect the significant architectural features of the building, nor adversely affect the character of historical, architectural, or aesthetic interest or value of the building, its site, or the surrounding area.
- 4. For new construction:

The use and design of any new construction shall not adversely affect, and shall be compatible with, the use and design of existing buildings within Old Towne.

D. Environmental Review

All projects in Old Towne must comply with the California Environmental Quality Act (CEQA).

PART III - DESIGN CRITERIA AND DEVELOPMENT STANDARDS

Chapter 1 - General

- A. Old Towne design criteria is intended to reflect those architectural styles predominant within the City of Orange from 1880 through the 1930's, exclusive of the "Bauhaus" or international style architecture. Of primary importance is to retain and preserve features of the building and site that are important in its overall historic character.
- B. Building design reflecting "contemporary", "moderne", "art deco", and "post modern" styles are prohibited in Old Towne, except those existing at the time this document was adopted. Such buildings, as identified by the 1982 Historic Survey, may be enlarged or rehabilitated provided that the additions or renovations are consistent in size and scale with surrounding development, and shall maintain the building's original architectural style.

Chapter 2 - Plaza Historic District

This district consists of the City's original commercial core of historic structures dating from the 1880's to the 1930's, surrounding the Plaza at Glassell Street and Chapman Avenue. The Plaza was listed on the National Register of Historic Places on March 9, 1982. As a designated district, the Secretary of the Interior's Standards and Guidelines, along with the supplemental Old Towne Design Standards shall apply to this area.

The standards contained in this section are intended to promote restoration of Plaza structures when rehabilitation is undertaken for either structural or cosmetic purposes. Restoration shall be based on physical or historic documentary evidence, which may include written material, photographs, or drawings.

In general, all new work shall be limited to the removal of existing non-historic architectural design features, and the installation of architectural details that restore the original appearance of the building, or a significant period in the history of the building. Rehabilitation shall include restoration of original or significant:

- Configuration of exterior walls
- Building finish materials
- Doors, windows, openings and frames

A. Siting Design

1. The existing zero-lot line street facades (0 foot setback) shall be maintained, with recessed entries.
2. Any streetscape improvements shall be designed to match the existing hardscape, sidewalk paving and street furniture. When possible, original outdoor walkways and paving designs shall be preserved.

3. Trash, service and utility closets and enclosures shall be designed as an integral part of the building; all enclosing gates shall be solid.

B. Building Design

1. Facades

Each individual building facade plays a basic role in the visual makeup of the Plaza business district. Storefronts, signs, window displays, color, etc., all play an integral part in the successful design of individual buildings. Collectively, these individual elements can bring visual order to the district. Isolated changes in storefronts, signs, and complete facades have altered the visual unity of individual structures and have led, in part, to the visual disorder of today's commercial street. To restore visual harmony to the Plaza Historic District, the following standards shall apply:

- a. Only parapet building facades shall be allowed; no exposed sloped roofs.
- b. All existing historic elements of the building shall be preserved.
- c. Entryways, doors, windows, transoms, and storefronts shall be consistent and regularly modulated throughout the facade, not haphazardly placed, and consistent with the dominant historic style of the District.
- d. All decorative elements such as awnings, signage, or lighting shall be symmetrically integrated.
- e. Wainscotting, when proposed, shall be twenty inches minimum height. Any of the discussed building materials will be permitted, including wood siding, provided traditional detailing is used.
- f. Rehabilitation of many rear elevations can be achieved through replacement of windows, doors, or second story porches, along with cleaning, painting, and brick restoration.
- g. All existing exposed conduits and brackets shall be removed at such time as related renovations occur.

2. Height

- a. The height of new or rehabilitated buildings shall not exceed two stories or thirty feet, nor be taller than adjacent buildings, whichever is the lesser height.
- b. New stories shall not be built on top of existing buildings.

3. Entrances

- a. All entrances shall be recessed, and entrance recesses shall not exceed seven feet.
- b. All entrances shall be symmetrically located within an expressed building bay, except for frontages less than twenty five feet in width. Entrances for frontages less than twenty five feet in width may be asymmetrical.
- c. Narrow framed doors or anodized aluminum storefronts shall not be permitted.

- d. Double fronting can offer the functional advantages of attracting customers from the parking lot or alley way as well as through the main storefront entrance.

4. Windows

- a. "Blocking down" or altering window or door openings shall be avoided. If original openings have already been altered, open the blocked window to its original height or width and replace the full cavity with a new or restored window frame.
- b. If a new interior ceiling must be dropped below the height of existing windows, use a recessed setback for the dropped ceiling along the window wall. This will allow for a dropped ceiling while retaining the full window opening to remain without any alteration in exterior appearance.
- c. Security bars, if needed, shall not be mounted on the exterior of the building.

C. Seismic and Masonry Rehabilitation Standards for Unreinforced Buildings

Many of the buildings in the Plaza Historic District were originally constructed of unreinforced masonry construction. In order for these buildings to meet the requirements of the Orange URM Seismic Retrofit Ordinance (OMC Chapter 15.55), it is necessary for the owners to carry out a rehabilitation program. In order to ensure that the seismic retrofit of a building does not compromise the historic character of the building according to the Secretary of the Interiors Standards, the following criteria shall be followed:

1. Shear Walls and Cross Walls

- a. New interior shear walls and cross walls may be constructed to strengthen the building in order to meet the requirements of the Orange URM Seismic Retrofit Ordinance.
- b. New interior shear walls or cross walls shall not block storefronts or windows on the principal street facade.

2. Steel Frames

- a. New steel frames may be installed to strengthen the building in order to meet the requirements of the Orange URM Seismic Retrofit Ordinance.
- b. The steel frames shall be designed to accommodate the existing fenestration openings, and shall not be visible from the exterior of the building.
- c. The steel frames shall be installed in a manner to minimize the removal of window trim and ornamentation on the walls.
- d. The steel frames shall be designed to match the opening of existing interior columns and pilasters.
- e. The steel frames are encouraged to be painted to blend with the interior space.
- f. The steel frames installed on the exterior of the building shall be treated in a manner that is consistent with the facade design.
- g. Steel frames installed outside the facade of the building may require special treatment (i.e. boxing) to be compatible with the existing facade.

3. Repointing

- a. Repointing shall be done with mortar that matches the existing mortar chemically and aesthetically.
- b. Repointing may be used to replace existing inappropriate mortar to improve seismic strength.
- c. The repointing shall not widen or otherwise alter the appearance of the original mortar joints on the exterior.

4. Anchor Bolts

- a. The anchor bolts shall be installed at 22½ degrees on the principal facade to obviate the necessity for exposed bolt heads.
- b. Anchor bolts with traditional star-in-circle bolt heads or other appropriate materials may be installed as through bolts on secondary facades and on principal facades with approval by City staff.

5. Windows

- a. Windows may be infilled (with approval) on walls that are not the principal facade if an appropriate infill material is used and recessed according to adopted standards.

6. Parapets and Ornamentation

- a. Parapets and ornamentation shall be braced.
- b. Missing segments of original parapets and ornaments may be replaced with lightweight materials that duplicate the appearance of the original member.
- c. Original parapets and ornamentation on principal facades shall not be removed. Other parapets may be removed with City staff approval.
- d. The exposed exterior edge of concrete beams shall be veneered in matching brick.

D. Materials

1. Material substitutes will be considered during project review (fiber-glass columns, tin cornices, etc.) however, traditional detailing and intent shall be maintained. Any improvements, restoration or new construction shall duplicate traditional original details and material as accurately as possible. See Appendix B for policy on use of alternate materials.
2. Sashes shall be wood or steel, consistent to the historical period. Aluminum storefronts shall not be permitted. Doors shall be wood, steel - simulating wood or an approved substitute.
3. Exposed rough wood siding and trim shall not be permitted.
4. No reflective glass shall be permitted. Translucent or stained glass shall be consistent with the historic period.

5. All transoms shall be glazed with transparent or translucent glass.
6. Contemporary roll-up service doors are not permitted.
7. No chain link or rough-wood appearance fencing shall be permitted.

E. Colors

1. Samples of period colors are available in the Planning Division.

F. Lighting

1. Lighting at display windows and entrances shall be incandescent and concealed from direct view. No rotating, blinking, animated, or flashing lights shall be permitted. No colored lights shall be permitted.
2. All exterior site lighting (i.e. rear yards or signs) shall be directed inward so as not to disturb adjacent uses.
3. Outdoor light fixtures must be compatible with the style and period of the building and not obscure or conflict with significant architectural details of the building. Overhead and exposed wiring and conduit for outdoor lighting is not permitted.

G. Signage

Signs play a substantial role in creating the overall visual character of a business district. As a primary visual element of any commercial area, each sign can enhance the image of the entire business district or detract from it.

All signage within the Plaza Historic District shall comply with the following standards in addition to the general requirements of the City's Sign Ordinance. Where conflicts arise, these standards supersede the sign code. Historically referenced signs as documented from original building photographs may exceed permitted standards.

1. General

- a. All signs shall be subject to design review by the City prior to issuance of a permit in order to assure that the sign's size and style is compatible with the historic building and does not cover or obscure significant architectural detailing or features.
- b. All signs, identifying logos, initials, marks or graphics shall be considered a part of the signage for any project.
- c. No signs with changeable copy shall be permitted except for gasoline service stations, movie theaters, and places of large public gatherings.
- d. All signs shall be designed for visual communication to pedestrians and slow-moving vehicular traffic.

- e. Existing painted wall signs deemed by the City of Orange as having historic significance shall not be removed, defaced, painted over, or covered. Building owners are encouraged to restore these signs and maintain their historic character.
- f. New signs painted directly on the building wall or facade shall not be permitted.
- g. No sign shall have more than two faces, and both faces shall be identical.

2. Sign Types

a. Freestanding Signs:

No freestanding signs shall be permitted in the Plaza Historic District.

b. Wall Signs:

- 1) Number - Wall signs on each building elevation shall be no greater than the number of tenants in a building.
- 2) Size - Wall signs on either the front or rear building elevation shall be limited in area to one square foot for each lineal foot of a tenant's street frontage. Sign length shall be limited to a maximum of 20 feet.
- 3) Letter Height - Letter height is restricted to a maximum of 24 inches and a minimum of 15 inches. Multiple lines of text are permitted in compliance with the sign area requirements.
- 4) Location - Wall signs shall be located in logical "signable" areas such as continuous flat surfaces which are void of windows, doors, or other architectural details. For many older buildings the most appropriate place for signs may be on the lintel strips above storefronts or on transom panels above display windows. For newer buildings, continuous areas of masonry which are often immediately above the top of the storefront offer the best opportunities for sign placement.

c. Projecting Signs:

- 1) Number - One projecting sign is permitted per tenant, in lieu of a wall sign.
- 2) Size - Projecting signs on either the front or rear building elevation shall be limited in area to one square foot per sign face for each lineal foot of a tenant's street frontage, with the maximum area of 15 square feet per face.
- 3) Location - Signs shall be located to provide at least eight feet of vertical clearance between the grade and the lowest point of the sign.

d. Hanging Pedestrian (Blade) Signs:

- 1) Number - One hanging pedestrian sign is permitted per tenant, in addition to permitted wall or projecting signs.
- 2) Size - Hanging signs shall be limited in area to eight square feet per sign face.

- 3) Location - Signs shall be located perpendicular to and directly above the sidewalk with at least eight feet of vertical clearance provided between the grade and the lowest point of the sign.

e. Window Signs:

- 1) Window sign area shall be calculated as part of the total allowable area for wall signs.
- 2) Window sign with solid background shall be limited to ten percent of the window in which it is located. Window sign consisting of lettering only shall be limited to 20% of the window in which it is located.

f. Awnings:

- 1) Awnings which contain signs, graphics, logos, or marks shall be considered signs, and shall be calculated as part of the total allowable area for wall signs.
- 2) Signage on awnings shall not exceed 30% of the projected area of the awning. Projected area is that area as indicated when drawn as part of the buildings elevation.
- 3) Translucent, backlit plastic awnings are prohibited.

3. Letter Styles

Letter style shall be in keeping with the historic character and style of the building. The following letter sample lists the recommended type styles.

APPROVED LETTERING TYPE STYLES*

Century Schoolbook Bold

**Abcdefghijklmnopqrstuvwxyz
 ABCDEFGHIJKLMNOPQRSTUVWXYZ
 1234567890&?!\$(.,;:></-“**

Windsor Bold

**Abcdefghijklmnopqrstuvwxyz
 ABCDEFGHIJKLMNOPQRSTUVWXYZ
 1234567890&?!\$(.,;:></-“**

Antique Olive SemiBold

**Abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890&?!\$(.,;:> < /-“**

Helvetica Regular

**Abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890&?!\$(.,;:></-“**

Times New Roman

**Abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890&?!\$(.,;:></-“**

*Other historic lettering type styles may be considered upon request.

4. Materials

- a. Signs shall be wood or metal or utilize materials to accurately simulate wood or metal. Neon on painted metal is permitted for projecting and hanging pedestrian signs.
- b. Plastic, high gloss or shiny surfaces are prohibited.

5. Colors

- a. No sign shall have more than three colors, excluding logos.
- b. Muted colors such as browns, oranges, grays, maroon, deep or dark greens, beige, black and white are acceptable colors, subject to intensity, proper color balance, and compatibility with the building color scheme. See Community Development Department for color palette recommended in the Plaza Facade Design Study.

6. Lighting

- a. No internally illuminated signs shall be permitted or replaced. This includes individually mounted letters as well as conventional “can or cabinet” signs.
- b. All signs shall be externally illuminated with incandescent lights.
- c. Wall and projecting signs shall be illuminated from visually concealed sources or approved ornamental exposed incandescent fixtures.
- d. Window signs shall be illuminated from concealed sources.

H. Landscape Standards

1. Streetscape

- a. Small scale areas between buildings and pedestrian links to rear parking shall include but not be limited to the following trees:

Red Flowering Gum
(*Eucalyptus ficifolia*)

Crape Myrtle
(*Lagerstroemia indica*)

Chinese Weeping Banyan
(*Ficus benjamina*)

Sweet Gum
(*Liquidambar styraciflua*)

- b. The irrigation system for all trees shall be automatically controlled with flood bubblers at each tree.
- c. Traditional materials which interrelate to the existing hardscape shall be used (i.e. brick or modular paved; no stamped concrete).
- d. If applicant desires additional lighting for pedestrians and the City is in agreement, the fixture and pole shall conform to incandescent lamps with a traditional acorn shaped fixture mounted on a concrete pole 8' - 10' high.

2. Rear Elevations and Parking Areas

- a. Parking areas need to be defined and confined by the use of plant material and low walls where the City deems appropriate.
- b. The following are examples of landscaping materials that are allowed:

Trees:

Camphor tree
(*Cinnamomum camphora*)

Carrotwood
(*Cupania anacardioides*)

London Plane tree
(*Platanus acerifolia*)

Ground Cover:

Ivy Geranium
(*Pelargonium pelatum*)

Star Jasmine
(*Trachelospermum jasminoides*)

- c. Irrigation systems shall be automatically controlled with flood bubblers at each tree.
- d. Plant hedges or free-standing masonry walls shall be 30” - 36” high. The use of screen walls shall be subject to the approval of the City.
- e. Incandescent, traditional, low ornamental street and parking area lighting shall be utilized for project lighting.

3. Plaza Park

- a. Plant material and trees shall reflect the historical species used in the park.
- b. Park furniture, fixtures, and equipment shall be compatible with the historical period and setting in the plaza.

Chapter 3 - Downtown Core

The Downtown Core is comprised of the eight blocks surrounding the Plaza Historic District, bounded by the centerline of Maple Avenue on the north, Almond Avenue on the south, Grand Street on the east and Lemon Street on the west. Due to its geographic relationship to the Plaza Historic District, it serves two separate functions. Because the Plaza Historic District is listed on the National Register of Historic Places, the Downtown Core serves as a backdrop for the Plaza District, and any new construction must maintain and/or complement the existing historic context. The Downtown Core also acts as a buffer, providing a transition between the massive architectural forms and retail activity of the Plaza Historic District to the smaller architectural scale and more tranquil character of the Residential Quadrants.

A. Siting Design

- 1. Properties with frontage on Glassell Street and Chapman Avenue shall comply with the Plaza Historic District Siting Design Standards. All other properties shall have a front yard setback equal to or greater than the average of the setbacks provided on adjacent structures facing the same street.
- 2. New streetscape shall be consistent with existing street furniture and fixtures located in the public right-of-way.
- 3. Screening shall be provided to conceal service entrances, service yards and trash enclosures.
- 4. A 15 foot landscaped front setback is required for parking areas. Unless provided on an adjacent lot, all parking shall be located to the rear of new developments.

B. Building Design

- 1. Buildings with frontage on Glassell Street and Chapman Avenue shall comply with the Plaza Historic District Facade, Entrance and Window Design Standards.

2. The height of new or rehabilitated buildings shall not exceed two stories or 30 feet, nor be taller than adjacent buildings, whichever shall be the lesser height.
3. All buildings shall have integrated equipment screening.
4. Building style and materials shall be compatible with the proposed use and with the surrounding context. Generally, buildings with a commercial character will be defined by “parapet” construction (no exposed or expressed sloped roofs), and have a front yard setback consistent with the base zone requirements.

C. Materials

1. Material substitutes will be considered during project review (fiber-glass columns, tin cornices, etc.) however, traditional detailing and intent shall be maintained. Any improvements, restoration or new construction shall duplicate traditional original details and materials as accurately as possible. See Appendix B for policy on use of alternate materials.
2. Buildings that are to be residential in character shall appear to be constructed of wood, brick, or stone. Exterior finishes shall be painted horizontal siding, face brick, stone veneer, cement plastic (limited to specific design elements), and shall be smooth in texture or painted wood shingles.
3. Exposed roof coverings may be wood shingles, slate shingles, clay tile caps and pans (limited to specific design elements) or composition shingles.
4. Aluminum, steel, fiberglass and plastic awnings or canopies shall not be permitted.
5. Marquees, canopies, awnings, and material substitutes will be permitted provided that traditional detailing textures, finishes and intent are maintained.
6. All sashes shall be consistent with the historic period.
7. Exposed rough or re-sawn siding and trim shall not be permitted.
8. Reflective glass shall not be permitted.
9. All doors shall be wood or steel-simulated wood, including service doors. No contemporary roll-up doors shall be permitted.
10. Security bars, if needed, shall not be mounted on the exterior of the building.
11. See Appendix B for policy on use of alternate materials.

D. Colors

Refer to the Plaza Historic District section regarding the use of colors in this District.

E. Lighting

Refer to the Plaza Historic District section regarding the use of lighting in this District.

F. Signage

1. General

The Plaza Historic District sign criteria shall apply in the Downtown Core, with exception to free standing signs.

2. Freestanding signs

- a. Freestanding signs are prohibited for properties fronting on Glassell Street or Chapman Avenue.
- b. Area - Freestanding signs shall be limited to a maximum of ten square feet in area for each sign face, excluding the base structure.
- c. Height - Ground mounted signs shall be limited in height to 42 inches above grade.
- d. Lighting - Freestanding signs shall use external incandescent lighting.

G. Landscape Standards

1. Buildings fronting on Chapman Avenue or Glassell Street shall comply with the Plaza Historic District Standards.
2. All other areas within the district shall comply with the Residential Quadrants Landscape Standards.

Chapter 4 - Spoke Street Corridors

This area consists of all properties with frontage on North Glassell Street from Maple Avenue to Walnut Avenue, South Glassell Street from Almond Avenue to the Garden Grove (22) Freeway, East Chapman Avenue from Grand Street to Cambridge Street, and West Chapman Avenue from Lemon Street to Batavia Street.

A. Siting Design

1. Minimum front yard setbacks shall be as follows:
N. Glassell, S. Glassell and E. Chapman: 15'
W. Chapman: 0'
No front yard setback shall exceed 25'.
2. A fifteen foot landscaped front setback is required for parking areas. Unless provided on an adjacent lot, all parking shall be located to the rear of the structure.
3. Front yard setbacks shall be fully landscaped. Other uses within the front yard setback, such as open air dining patios, shall be subject to City approval.
4. Side yard setbacks shall be a minimum of five feet, except along West Chapman Avenue where a "0" foot setback is permitted.
5. Parking perpendicular to the rear property line shall be set back a minimum of three feet clear and shall be landscaped with trees in wells a maximum of 20 feet on center.

6. In order to minimize vehicular conflicts between on and off site circulation, shared access driveways are encouraged. It is further recommended that rear parking areas be designed in such a manner as to allow circulation between properties.
7. A continuous concrete curb shall be provided at all landscaped areas to serve as wheel stops where parking is adjacent to the landscaped areas. Independent wheel stops shall not be permitted.
8. All alley rights-of-way shall be landscaped and fenced as approved by the City.
9. Trash enclosures, service buildings and service areas shall be screened with landscaping and oriented away from existing residential developments. Any colors and materials shall be compatible with the existing development, unless otherwise approved by the City.
10. When required, the developer shall provide new hardscape, sidewalks, street furniture and street lights in public rights-of-way which are compatible with the existing approved improvements.
11. When feasible, rear building entrances shall be enhanced with landscape and hardscape and shall be made accessible as secondary public entrances.
12. Required property line division walls shall be solid masonry, a maximum of six feet high. Fences in the front setback shall not exceed 42" in height. All walls and fences are subject to review for compatibility with adjacent developments and existing structures.

B. Building Design

1. Buildings on East Chapman Avenue and South Glassell Street are encouraged to maintain the residential character of the area.
2. Buildings on North Glassell Street may be commercial or residential in character.
3. On West Chapman, a zero foot set back and parapet building style are encouraged to maintain Plaza Historic District character.
4. Building heights shall not exceed two stories or 30 feet, nor the heights of adjacent buildings, whichever is less.

C. Materials

1. Material substitutes will be considered during project review (fiber-glass columns, tin cornices, etc.) however, traditional detailing and intent shall be maintained. Any improvements, restoration or new construction shall duplicate traditional original details and materials as accurately as possible. See Appendix B for policy on use of alternate materials.
2. Residential buildings shall appear to be constructed of wood, brick or stone. Exterior finishes may be painted horizontal siding, face brick, stone veneer, cement plaster or painted wood shingles.
3. Exposed roof coverings may be wood shingles, slate shingles, clay tiles capes and pans or composition shingles.
4. Marquees, canopies, awnings, and material substitutes will be permitted provided that traditional detailing, textures, finishes, and intent are maintained.
5. All sashes shall be wood or steel, and consistent with the historic period.

6. Exposed rough or re-sawn siding and trim shall not permitted.
7. Reflective glass shall not be permitted.
8. All doors shall be wood or steel-simulating wood, including service doors. No contemporary roll-up doors shall be permitted.
9. Security bars shall not be mounted on the exterior of the building.
10. See Appendix B for policy on the use of alternate materials.

D. Colors

Refer to the Plaza Historic District section regarding the use of colors in the Spoke Street corridors.

E. Lighting

Refer to the Plaza Historic District section regarding the use of lighting in the Spoke Street Corridors.

F. Signage

1. General

The Plaza Historic District sign criteria shall apply in the Spoke Street Corridors, with exception to monument signs.

2. Freestanding Signs

- a. Area - Freestanding signs shall be limited to a maximum of 12 square feet in area for each sign face, excluding the base structure.
- b. Height - Ground mounted signs shall be limited in height to 42 inches above grade.
- c. Lighting - Freestanding signs shall use external incandescent lighting.

G. Landscape Standards

1. Refer to Plaza Historic District Landscape Standards for street furniture requirements.
2. To promote pedestrian traffic, large canopy trees should be planted at consistent intervals in the parkway.

H. Parkway/Street Trees

All planting must comply with City standards regarding variety, spacing, utility and vision clearances and tree maintenance. A permit must be obtained from the Public Works Department, Parkway Tree Division, for all plantings in the parkway area.

Chapter 5 - Residential Quadrants

The Residential Quadrants encompass a majority of the Old Towne District, and are divided by the Spoke Street Corridors located along Glassell Street and Chapman Avenue. The Residential Quadrants generally extend outward from the boundaries of the Downtown Core to the exterior boundaries of Old Towne.

The following development standards and design criteria apply to all historic structures within the residential quadrants. These requirements are in addition to the zoning standards applicable to each property. Where conflicts arise, these standards supersede base zoning requirements.

In accordance with the Historic Preservation Element of the City's General Plan, these standards recognize that the significance of the historic resource results from the accumulation of historic structures, rather than from isolated individual buildings. Therefore, the following design and development standards emphasize context and compatibility in design of building additions, rehabilitation or new infill structures.

A. General

1. New Construction

- a. The design of a new residence shall be complementary to other residences on the block. Specifically, infill construction shall be consistent with the following characteristics of contributing buildings on the street:
 - 1) Massing, scale, shape, and proportions.
 - 2) Open space, rhythm and pattern.
 - 3) Landscape features.
- b. The design of infill construction in those portions of the residential quadrants that are zoned for commercial or industrial uses shall comply with the Design Standards for the Amendment to the Southwest Project area, and the Santa Fe Depot Area Specific Plan.

2. Additions and Alterations to Historic Structures

Additions shall be compatible with the other buildings on the block and/or adjacent corner development. This includes compatibility with the street pattern between buildings, their open space, height, mass and bulk.

New additions, exterior alterations, or related new construction shall not destroy historic features that characterize the property. The new work shall be compatible with the old in terms of the massing, size, scale and architectural features, to protect the historic integrity of the property and its surroundings.

New additions and adjacent or unrelated new construction shall be undertaken in such a manner that if removed in the future, the historic property would be unimpaired.

3. Additions to Non-Historic Structures

Additions to and rehabilitation of non-contributing buildings shall use the design features of the buildings original period, and shall be compatible with its surroundings with respect to size and scale.

B. Design Standards

1. Siting Design

- a. All buildings shall have a minimum front yard setback of 20 feet.
- b. No required parking shall be permitted in front of any principal building.
- c. When an industrial zone faces a residential zone, it is recommended that parking and related office uses be situated at the front of the site to reduce impacts associated with operation of manufacturing functions.
- d. See “the Whole House” for definitions of style and general reference. Also see Appendix B and/or the Planning Department.

2. Building Design - Residential Structures

a. Facades

- 1) Orientation - The principal facade of a new building shall be oriented parallel to the street it faces.
- 2) Floor Elevations - The height of the floor above grade shall be similar to floor height of neighboring properties.
- 3) Facade Elements - In remodeling and restoration of existing buildings, it is recommended that elements such as protruding bays, dormers, covered porches, and various off-sets of the facade generally be preserved, and in new construction, contemporary adaptations of such elements may be appropriate.
- 4) Additions - In order to preserve the facades of existing buildings and to generally maintain the existing character or block faces, the construction of additions to existing contributing buildings are generally discouraged in yards adjoining public streets and should instead be confined to side and rear yards which are generally out of public view.
- 5) Maintenance of Facades and Elevations Facing a Public Street - Where air conditioning units, mechanical equipment, stairways, new exists, additional windows, or other such elements must be added to accommodate the new use, these shall be added to the least visible portions of the building.

b. Height and Mass

- 1) The height of new infill and building additions within the R1 and R2 zones shall not exceed one and one-half stories. Two stories may be permitted subject to issuance of a conditional use permit.
- 2) The height of new infill construction and building additions within the R3 and R4 zones shall be as follows:
 - Properties currently developed with a 2-story residential structure may add-to or rebuild the property to a 2-story height limit.
 - Properties currently developed with a one or one and one-half story residential structure, and are adjacent to a one or one and one-half story residential structure, may add-to or rebuild the property to a one and one-half story height limit. Properties are considered adjacent when they

share any portion of a common boundary, meet at any point or are separated only by a private right of way, or a public right of way less than 36 feet in width.

- Properties limited to a one and one-half story height limit may request additional height to two stories subject to the issuance of a Conditional Use Permit.
- 3) All new two-story residential construction shall be designed to minimize the impact on the privacy of adjacent properties. Design should employ features such as frosted glass and clerestory windows to minimize visual intrusion from second story windows and shall limit the use of side access stairways/doors, patios/balconies, and severe shadow producing elevations.
 - 4) Cantilevers, as architectural elements, may be permitted on accepted Old Towne styles (Craftsman, Victorian, California Bungalow), where such elements do not project beyond the edge of the eave line of the roof.
- c. Front Entrances and Porches
- 1) Detailing - Railings, moldings, tile work, carvings and other detailing and architectural decorations on front entrances and porches must be typical of the style and period of the main building.
 - 2) Enclosures - A front entrance or porch may not be enclosed with any material, although, mesh screens may be permitted on Craftsman, Victorian, and California Bungalow style structures and retain the style and period of the building.
 - 3) Style - Each main building must have a front porch or entry treatment with a shape, roof form, materials, and colors that are typical of the style and period of the building. A front entrance or porch must reflect the dominant horizontal and vertical characteristics of the main building.
- d. Windows and Doors
- 1) Front facade openings - The number of door openings in the front facade of the main building must not be increased. Each story of a front facade of the main building must contain at least two windows or one window and a door.
 - 2) Security and ornamental bars - Security and ornamental bars are only permitted on California Spanish, Mediterranean or Mission Style homes.
 - 3) Shutters - Shutters must be typical of the style and period of the building and generally match the size of the opening.
 - 4) Style
 - a) All windows and doors in the front facade of the main building must be proportionally balanced in a manner typical of the style and period of the building.
 - b) No single, fixed plate glass is allowed except as part of an original period design (i.e. transom and sidelights). The size and proportion of window and door openings located on the front and side facades of the main building must be typical of the style and period of the building.
 - c) All windows and doors in the front and side facades of the main building must be typical of the style and period of the building.
 - d) The frames of windows must be trimmed in a manner typical of the style and period of the building.

e. Architectural Features

1) Roofs

- a) Slope and pitch - The degree and direction of roof slope and pitch must be typical of the style and period of the main building and compatible with existing building forms in this district: Victorian, Hip Cottage, California Bungalow, Craftsman Bungalow. Flat roofs are permitted on Mediterranean, Revival, Prairie School, covered porches or porte cocheres. Secondary roof forms for porches or dormers shall also be compatible in style and placement. Generally, the roof form must be considered in the context of the existing roof forms on adjacent buildings.
- b) Overhang - The minimum permitted roof overhang for a new or move-on main building is 18 inches. A replacement roof on an existing building must have an overhang that is equal to or greater than the overhang of the roof it replaces. Additions shall maintain the same size and design of overhang, brackets, and lookout rafters. Exposed eaves, rafter tails, fascia design and material shall be compatible with existing roof style.
- c) Patterns - Roof patterns of a main building must be typical of the style and period of the architecture of the building.
- d) Materials - A listing of alternate materials is provided in Appendix B.
- e) Skylights and solar panels - Except as otherwise provided in this subsection, skylights, and solar panels are only permitted on:
 - (1) the rear 50% of the roof of a main building on an interior lot.
 - (2) the rear inside quadrant of the roof of a main building on a corner lot; and
 - (3) the roof of an accessory building in the rear yard.

The Design Review Committee may allow skylights and solar panels at another location on a building if their placement does not have an adverse effect on the architecture of the building, block face, or the Old Towne District as a whole.

2) Stairs

Second and third story exterior staircases are only permitted on accessory buildings and the rear 50% of the main building, except that they are not permitted on exterior street elevations.

3) Columns

- a) Function - Columns are only permitted as vertical supports near the front entrance of the main building or as vertical supports for porches.
- b) Materials - Columns must be constructed of brick, stucco, wood, cut stone, or other materials that look typical of the style and period of the main building. No pipe or wrought iron columns are permitted.
- c) Style - Columns must be of a style typical of the style and period of the main building.
- d) Width dimensions - The width of a column shaft at its widest point must be at least:
 - (1) one-eighth of the height of the column for a one-story column; and

(2) one-tenth of the height of the column for a two-story column.

4) Chimneys

All chimneys must be compatible with the style and period of the main building. Chimneys on the front 50% of a main building or on a corner side elevation must be constructed of brick, stucco, natural stone, or other materials that match or are compatible in texture, color and style with the main building; and of a style and proportion that is typical of the style and period of the main building.

5) Eaves and soffit height

The eaves or soffit height of a main building must be within 10% of the eaves or soffit height of the closest main building in this district of a similar style and having the same number of stories.

6) Porte cocheres (covered entrance porch)

Porte cocheres must be preserved as architectural features and not be enclosed by fences, gates or other structures or materials.

3. Building Design - Non-Residential Structures

- a. There are several small 1930's commercial structures located within residential zones in the northwest and southwest residential quadrants. These structures are considered non-conforming, and are subject to the Orange Municipal Code requirements pertaining to non-conforming structures and uses. Any exterior repair, rehabilitation or minor changes that are permitted by the Orange Municipal Code, must be conducted in accordance with the design provisions of the Southwest Project Area Old Towne Thematic District.
- b. The Design Standards for the Amendment to the Southwest Project Area shall apply to non-residential building additions and infill construction in those areas zoned for commercial and industrial use. These standards cover new construction, adaptive reuse, new additions, rehabilitation and general site standards.
- c. All projects within the boundaries of the Santa Fe Depot Area Specific Plan shall comply with the provisions of that Plan.

4. Materials

- a. In general, the only permitted facade materials are brick, wood siding, cut stone, and stucco. Where such architectural styles used a mixture of materials it will be permitted, otherwise all four sides shall use the same material. All facade treatments and materials must be typical of the style and period of the main building, and the level of detailing shall be the same for all facades.
- b. Brick. All exposed brick on facades must be fired brick as defined by the American Standard Testing Materials Designation.
- c. Wood Facades. Existing wood facades must be preserved as wood facades. Wood shingles are not permitted as a primary facade material, but may be used in gables and on columns and foundation skirts in a manner that is typical of the style and period of the main building.
- d. Material substitutes will be considered during project review (fiber-glass columns, tin cornices, etc.) however, traditional detailing and intent shall be maintained. Any improvements, restoration or new construction shall duplicate traditional original details and materials as accurately as possible. See Appendix B for policy on use of alternate materials.

5. Colors

- a. All structures shall have a dominant color. The colors of a structure must be compatible.
- b. Fluorescent and metallic colors are not permitted on the exterior of any structure.
- c. The use and color of stain shall be typical of the architectural style and period of the structure.
- d. Brick surfaces not previously painted shall not be painted unless it has been determined through City review that painting is absolutely necessary to restore or preserve the brick, or when adding to or renovating the existing structure, a replacement brick of similar color and texture is not obtainable.

6. Lighting

Outdoor light fixtures must be compatible with the style and period of the main building and not obscure or conflict with significant architectural details of the building. Overhead and exposed wiring and conduit for outdoor lighting is not permitted.

7. Signage

Refer to the City's Sign Ordinance for the requirements that apply to signs in the residential quadrants. Requirements are based upon the base zoning and, in some cases, the type of use.

8. Landscape Standards

a. General

In contrast to the formal patterns in the Plaza Historic District and Spoke Street Corridors, the character of the residential landscape is established with a variety of plant materials.

b. Fences

- 1) Fences must be constructed and maintained in a vertical position.
- 2) The top edge of a fence must be along a line that is either horizontal, or substantially parallel to grade.
- 3) Fences and walls located within the front yard setback area shall not exceed 42" in height. Fences and walls located in side and rear yards shall not exceed six feet in height. Where there is a difference in grade between adjacent properties, the maximum fence height shall be six feet as measured from the high grade side and eight feet as measured from the low grade side.
- 4) The color, texture, pattern and dimensions of masonry columns and bases, and the color, width, type and elevation of mortar joints in a fence column or base must match the masonry and mortar joints of the main building as nearly as practicable. All exposed brick in a fence column or base must be fired brick as defined by the American Standard Testing Materials Designation.
- 5) Wrought iron and metal fences must be compatible with the style and period of the main building. If a wrought iron or metal fence is painted or colored, the color must complement the color of the main building.
- 6) Wooden fences must have structural posts at least four inches in diameter (nominal size). The side of a wooden fence facing a public street must be the finished side. Wooden fences may be painted or stained a color that is complementary to the main building.

c. Sidewalks, Driveways and Curbing

1) Materials

- a) All private sidewalks and curbing must be constructed of concrete, or brick that matches or is compatible in texture, color, and style with the surrounding paving materials.

2) Width, Style and Spacing

- a) In new developments of four units or fewer, the minimum permitted width of a driveway in the front yard is nine feet, and the maximum width is 12 feet.
- b) Ribbon driveways are encouraged for new residential projects to break up the expanse of paving and to provide increased landscaping. When used, the ribbon must cover 75% of the length of the driveway, and have a minimum internal grass width of 18 inches.
- c) A driveway constructed in the front yard must be spaced a minimum of one foot from an existing driveway on an adjacent lot.

d. Parkway/Street Trees

All plantings must comply with City Standards regarding spacing, utility and vision clearance and maintenance. A permit must be obtained from the Public Works Department, for all plantings in the parkway area.

A "Designated Parkway Tree List" is available from the Public Works Department.

APPENDIX A

DEFINITIONS

ADAPTIVE REUSE - converting a building designed for specific use to a new use (e.g. a residence converted to office space).

ARCADE - an arched roof or covered passageway.

ARCH - a curved structure supporting its weight over an open space such as a door or window.

ARTICULATION - clear and distinct separation between design elements.

ART DECO - a decorative style widely used in the architecture of the 1930's, characterized by a smooth wall surface (usually of stucco), sharp angular surface forms such as zigzags, chevrons, and other stylized and geometric motifs, usage of towers and other vertical projections above the roof line to give a vertical emphasis.

ASYMMETRY - the balanced arrangement of different elements without a common axis.

AWNING SIGN - lettering is usually stenciled or applied directly on an awning edge or "fringe" area. Darker colored awnings with white lettering are recommended. Awning signs are visible from passing automobiles and from pedestrians across the street surveying several businesses at a glance.

BACKLIT - illuminated internally or from the inside.

BALUSTER - an upright support for a rail.

BALUSTRADE - a series of balusters surmounted by a rail.

BATTERED - flared or sloping design found at the base of piers, and fireplaces of craftsman homes.

BAUHAUS - a school of design established in Germany by Walter Gropius in 1919. The term became synonymous with modern teaching methods in architecture and the applied arts, and with a functional aesthetic for the industrial age.

BAY - a regularly repeated spatial element in a building defined by beams or ribs or their supports.

BAY WINDOW - a window projecting outward from the main wall of a building.

BLADE OR HANGING PEDESTRIAN SIGN - generally a small and pedestrian oriented sign presenting itself perpendicular to and directly above the sidewalk. This

type of sign typically consists of paint on wood or metal. Lighting is received by ambient and/or accent sources. The sign lends itself to artistic expression on both sign faces and in some cases on the mounting frame itself which can become a further decorative design element. May also be referred to as a guild sign.

BLOCKFACE - within a block, the properties along one side of the street, which face that street.

BOLLARD - a vertical, freestanding, short post used as a barrier to vehicles.

BRACKET - a support element under overhangs; often more decorative than functional.

CAPITAL - the upper part of a column, pilaster, or pier; the three most commonly used types are Corinthian, Doric, and Ionic.

CANTILEVER - a beam or architectural element projecting beyond a wall line without support from below.

CLAPBOARD - a long thin board graduating in thickness with the thick overlapping the thin edges; also known as weatherboard.

CLERESTORY - an upward extension of a single storied space used to provide windows for lighting and ventilation.

COLONNADE - a row of columns supporting a roof structure.

CONTRIBUTING BUILDING OR STRUCTURE (as used in this document) - all pre-1940 buildings and structures located within an established historic district, whether individually designated historic or not, provided they retain their architectural integrity. All contributing buildings and structures are subject to the Old Towne Design Standards and the Secretary of the Interior's Standards for Rehabilitation.

CORNICE - a projection at the top of a wall, usually decorative.

CRITERIA - flexible recommendations designed to develop compatibility among the building, its neighbors, and the area. Criteria are flexible to avoid the danger of sameness. They encourage rather than insist, and discourage rather than prohibit. They guide, but can't design.

CUPOLA - a small structure, sometimes rectangular but usually round in plan, projecting from the ridge of a roof.

DEMOLITION - an act or process that destroys, moves, or razes in whole or in part a building, structure, or site or permanently impairs its structural or architectural integrity.

DENTIL - alternate square block and blank spaces on a cornice that give the appearance of teeth.

DESIGN ZONE - the area within which a proposed building must consider adjacent developments for consistency of design.

DOME - a hemispherical roof or ceiling.

DORMER - a vertically framed window which projects from a sloping roof and has a roof of its own.

DOUBLE HUNG WINDOW - a window with an upper and lower sash arranged so that each slides vertically past the other.

DOWNTOWN CORE - that area within the Old Towne District comprised of the eight blocks surrounding the Plaza Historic district, bounded by the centerline of Maple Avenue on the north, Almond Avenue on the south, Grand Street on the east and Lemon Street on the west.

EAVES - the under part of a sloping roof that overhangs a wall.

ECLECTIC - a composition of elements from different styles.

ELEVATIONS - a straight on view showing the appearance of a single wall of a structure, consisting of the pattern made by wall, roof and details. A structure usually has four elevations, front, sides and rear. The front elevation is generally called the principal elevation or facade.

EXPOSED RAFTER TAILS - decorative roof rafters which extend out under the eaves.

FACADE - the exterior face of a building which is the architectural front, sometimes distinguished from other faces by elaboration of architectural or ornamental details.

FASCIA - a flat strip or band with a small projection, often found near the roofline in a single story building.

FINIAL - a vertical ornamentation at the top of a gable or tower.

FENESTRATION - the arrangement and design of windows in a building.

FRIEZE - a decorative sculptural ornament which is very flat and shallow.

GABLE - the triangular part of an exterior wall, created by the angle of a pitched roof.

GABLE ROOF - a double pitched roof.

GAMBREL ROOF - a roof with a broken slope creating two pitches between eaves and ridges, found often on barns.

GARISH - that which is gaudy, showy, flashing, dazzling, or too bright to be aesthetically pleasing.

HIP ROOF - a roof with four uniformly pitched sides.

HISTORIC RESOURCE - a building, structure, object, site or district identified in the 1982 Historic Inventory as historic resources (i.e. Plaza Park, Morton Bay Fig Tree, Plaza Fountain, etc.). Also see Contributing Building or Structure.

HISTORIC STRUCTURE - any structure constructed prior to 1940. Also see Contributing Building or Structure.

INFILL - generally refers to a newly constructed building within an existing developed area. As used in this book the term refers to non-historic buildings which have been constructed in the Old Towne Historic District.

IN KIND MATERIALS - that which matches the existing in material, design, texture and color.

INTERNATIONAL STYLE - the functional style of architecture, devoid of regional characteristics, created in Western Europe and the USA during the early 20th century and applied throughout the world. Houses constructed in the international style are characterized by a flat roof, usually without a ledge (coping) at the roof line, metal casement windows set flush with the outer wall, smooth unornamented wall surfaces with no decorative detailing at doors or windows, and an asymmetrical facade.

KIOSK - a small, light structure with one or more open sides.

LINTEL - the horizontal member above a door or window which supports the wall above the opening.

MANSARD - a roof with two slopes on each side, the lower slope being much steeper, frequently used to add a window to an upper story.

MODERNE - a style of architecture characterized by a smooth wall surface (usually of stucco), a flat roof, usually with a small ledge (coping) at the roof line, horizontal grooves or lines in walls and horizontal porch railings giving a horizontal emphasis, and a facade that is generally asymmetrical. Other characteristic features include curved building corners, use of glass block, and round windows.

MONOCHROMATIC - painting with a single hue or color.

MOVEMENT - the apparent directional emphasis of a building facade as indicated by its proportions. Static movement is based on square proportions, dynamic movement is based on rectangular proportions.

MULLIONS - the divisional pieces in a multi-pane window.

NATIONAL HISTORIC LANDMARK - the highest designation of a historically significant site or building in the United States.

NEWEL POST - the major upright support of the end of a stair railing or a guardrail at a landing.

NON-HISTORIC RESOURCE (as used in this document) - a resource within an historic district which does not contribute to the character of the district because the resource is either contemporary or no longer retains architectural integrity.

NON-DESCRIPT - without distinctive architectural form or style. Ordinary and without architectural character.

PALLADIAN WINDOW - a three part window with central, top-arched portion and long, narrow rectangular windows on either side.

PARAPET - the part of a wall which rises above the edge of a roof.

PARKWAY TREE/STREET TREE - a tree that is planted between the curb and sidewalk, or on City right-of-way area. These trees are planted by homeowners or builders, by permit. Some of the trees are planted by the City.

PARTY WALL - a single or double wall at a side property line which provides structural support and fire protection for the two buildings on each side of the property line.

PERMITTED (as used in this book) - Designs which are allowed or encouraged to solve problems addressed in the text. These designs are suitable examples, but are not the only ones acceptable.

PIER - a stout column or pillar.

PILASTER - a column attached to a wall or a pier.

PITCH - the slope of a roof expressed in terms of a ratio of height to span.

PLAZA HISTORIC DISTRICT - this District consists of the City's original commercial core of historic structures dating from the 1880's to the 1930's, surrounding the central public square and circular Plaza at Glassell Street and Chapman Avenue. The Plaza was listed on the National Register of Historic Places on March 9, 1982.

PORTAL - the principal entry of a structure.

PORTE COCHERE - a large covered entrance porch through which vehicles can drive.

PORTICO - a large porch, usually with a pedimented roof supported by columns.

POST MODERN - 1950-1990 opposition style and reaction against modernism, often exaggerating certain characteristics of modernist forms. The style was characterized by use of classical architectural elements placed on a contemporary structure to create a sense of drama or confusion.

PRESERVATION - maintenance to stop or slow deterioration, stabilize the structure and provide for structural safety without changing or adversely affecting its fabric or appearance.

PROHIBITED (as used in this book) - Design approaches which are not allowed unless otherwise determined by the City for a specific case.

PROPORTION - the relationship of the dimensions of building masses or architectural elements in plan or elevation, usually expressed as a ratio. For instance, if a building's facade is 20 feet high and 30 feet wide, its proportion is 2:3.

RAFTER - a structural member of the roof that extends from the ridge to the eaves and is used to support the roof deck, shingles, or other roof coverings.

RAIN CAP - a flared section of clapboard above first floor windows on a two-story structure.

RECONSTRUCTION - the construction, on its original site, of a replica of a resource which no longer exists, based upon archeological, historical, documentary and physical evidence. Both modern and traditional construction techniques may be used.

RECYCLING, ADAPTIVE REUSE - the reuse or adaptive use of a resource often involving extensive restoration or rehabilitation of the interior and/or exterior.

REHABILITATION - alterations to historic buildings which maintain the significant architectural style of the building while meeting the needs of current uses.

REHABILITATION, RENOVATION - the modification of or changes to a resource in order to extend its useful life or utility through repair or alteration, while preserving the features that contribute to its architectural, cultural or historic character.

REMODELING - any change or alteration to a building which substantially alters its original state.

RENOVATION - to make like new again.

REPOINTING - removal of unconsolidated or loose mortar joints between exterior brick or stone masonry, and the replacement of new mortar to bond the courses of brick or stone. Repointing also refers to the finish pattern or tooling of the joint: raked, flush, "V" shaped, concave or beaded.

REPRODUCTION - to produce again.

RESIDENTIAL QUADRANTS - that area encompassing a majority of the Old Towne District, that is divided by the Spoke Street Corridors located along Glassell Street and Chapman Avenue. The residential quadrants generally extend outward from the boundaries of the Downtown Core to the exterior boundaries of Old Towne.

RESTORATION - the careful and meticulous return of a resource to its appearance at a particular time period, usually on its original site, by removal of later work and/or replacement of missing earlier work.

RETROFITTING - seismic structural strengthening of unreinforced masonry buildings.

RHYTHM - the regular or harmonious recurrence of lines, shapes, forms, elements or colors, usually within a proportional system.

RIDGE - the highest line of a roof where sloping planes intersect.

SCALE - the interrelation of the size or architectural spaces, masses, elements, construction units, with the dimensions of the human figure.

SHED ROOF - a sloping, single planed roof as seen on a lean-to.

SHIPLAP SIDING - a horizontal siding, usually wood, with a beveled edge to provide a weather-tight joint.

SIGNIFICANT ARCHITECTURAL STYLE - the style of the building which existed when that building became important historically.

SILHOUETTE - profile or outline of an object.

SKIRTING - flared clapboards found at the base or first course of perimeter siding.

SOFFIT - the finished underside of an eave.

SPOKE STREETS - that area within the Old Town district consisting of all properties with frontage on North Glassell Street from Maple Avenue to Walnut Avenue, South Glassell Street from Almond Avenue to the Garden Grove (22) Freeway, East Chapman Avenue from Grand Street to Cambridge Street, and West Chapman Avenue from Lemon Street to Batavia Street.

STORY, HALF - one half story as opposed to full story buildings are structures in which the top floor area is within the established roof line, and room heights within the 1/2 story space conform to the Uniform Building Code regulations for "Habitable" space. The building has two floors of habitable rooms but appears as a one-story structure from an architectural standpoint. The half story may contain dormers.

STREET FURNITURE - functional elements located in street right-of-way, such as street lights, fire hydrants, benches, tree grates and bus shelters.

STREETSCAPE - those elements of the street scene including general appearance of buildings facing the street, placement and spacing of structures in relationship to each other and to the street, width of the street and appearance of driveways, sidewalks, signage, street lights, and landscaping features.

SYMMETRY - the balanced arrangement of equivalent elements about a common axis.

TOWER - a building or structure typically higher than its diameter.

TRIANGULAR KNEE BRACE - a decorative triangle bracket located along the gable end of a roof which supports the overhang.

TRANSOM WINDOWS - a horizontal window frame with decorative glass placed above a picture window or door of the same length.

TURRET - a little tower often at the corner of a building.

WAINSCOT - a decorative or protective facing applied to the lower portion of an interior partition or wall, such as wood paneling or facing material.

APPENDIX B

USE OF APPROPRIATE MATERIALS

Applicability

These provisions for use of appropriate materials are found to be consistent with the Old Towne Design Standards adopted by City Council Resolution No. 8488, as amended, and shall apply to historic and non-historic resources located within defined boundaries of the Old Towne Historic District adopted by City Council Resolution No. 6431.

Maintenance, Repair and Alteration

The policy is to retain, repair or restore rather than replace historic building materials. Where severely deteriorated or irreparable historic building materials must be replaced, only areas of deterioration shall be replaced with in kind materials matching existing in material, design, texture and color.

If severely deteriorated historic building materials cannot be repaired or replaced with in kind materials, the repair or replacement material shall exactly match appearance of existing in design, texture and color.

Additions

Additions which are compatible in scale and character with existing historic and non-historic resources shall utilize in kind materials and shall be differentiated from existing by a change in plane, offset, reveal or other demarcation so that it is clear where the historic resource ends.

Replacement of a Historic Detached Garage

Replacement of a historic detached garage shall be generally in the same location, replicate existing garage in architectural style, roof shape, fenestration pattern, compass orientation, and utilize in kind materials matching existing in material, design, appearance, texture and color.

New Infill Development

Use of in kind materials on new infill development is encouraged, but not required. Use of alternate materials may be used where such elements and materials convey the appearance of like features on existing resources on the property. The materials used for new infill development (whether occurring on vacant or developed property) shall be compatible with those materials that are original to historic structures in Old Towne.

Sources and Types of In Kind and Alternate Materials

The City's Planning Department maintains a listing of sources for in kind and alternate materials. Listed are sources for salvaged, reproduction, and alternate materials.

APPENDIX C

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

(Included in this document as they apply to buildings
on the National Register of Historic Places.)

1. A 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 a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each 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 of 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 a 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 structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a 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.

Note: Guidelines for Rehabilitating Historic Buildings is not included here, but is available in the Community Development Department.

APPENDIX D

SUPPLEMENTAL DOCUMENTS

(These documents are available for reference or purchase through the City of Orange Community Development Department).

The Whole House

An Information Guide to Home Maintenance & Rehabilitation
City of Orange Planning Division

Historic Preservation Element

General Plan
City of Orange Planning Division

Southwest Redevelopment Project Area Design Standards

Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings

Chapman University Specific Plan

Santa Fe Depot Area Specific Plan

State CEQA (California Environmental Quality Act) Guidelines

URM Seismic Retrofit Ordinance (OMC Chapter 15.55)

Use of Appropriate Materials