



# CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** Community Development

**MEETING DATE:** May 20, 2008

**PREPARED BY:** Ili Lobaco, Associate Planner

**AGENDA LOCATION:** PH-1

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**TITLE:** Historic Landmark HL-121/Mills Act MA-115 for the Property Located 123 South Heliotrope Avenue by Property Owner Ann Reynolds; Resolution No. 2008-19.

**BACKGROUND:** The owner of the property at 123 South Heliotrope Avenue has filed for Historic Landmark designation and approval of a Mills Act Contract. The attached DPR was reviewed and approved by the Historic Preservation Commission at their meeting of April 23, 2008.

**ANALYSIS:** This one-story, 1,266 square foot Craftsman bungalow was built in 1913. It is capped by a cross-gabled roof and sheathed in clapboard siding. Roof elements include overhanging eaves, exposed rafter tails, and projecting beam-ends. Notable is the exposed truss work in the front-gabled porch roof. The projecting, partial-width front entry porch is located on the south end of the primary (east) elevation. Square wood posts atop concrete-capped cobblestone pedestals support the porch roof beam. Cobblestone balustrades enclose the porch space. Within the porch area is the glazed and paneled front entrance. Fixed, tripartite windows with multi-light upper panes are north and south of the entrance. A row of closely spaced projecting beams with carved ends appear beneath the front-gable on the east end of the south elevation. A front-gable on the west end of the same elevation is without this row of beam-ends. A cobblestone wall continues south from the entry porch, paralleling the sidewalk. The wood framed residence sits on a raised foundation.

The property is part of the current Historic Resources Survey. The attached DPR form was reviewed and approved by the Historic Preservation Commission.

### ***Criteria and Guidelines***

The Historic Preservation Ordinance requires that a property meet at least one of the seven criteria specified in order to be designated a local historic landmark. After reviewing the DPR form, the Historic Preservation Commission determined that the property meets the following criteria:

- **Criteria Number 4** is met in that the house has several distinct characteristics of Craftsman architecture with its truss work, and extensive cobblestone work in the pedestals, balustrades and wall.

# PH-1

### ***Mills Act Contract***

The applicant is also requesting approval of a Mills Act Contract, which will provide a reduction in the property tax for the homeowner.

### ***Conditions***

The house is in good condition as seen from public view. If granted a Mills Act Contract, the set standards and conditions will be applied that include placing a historic plaque on the property and an electrical safety inspection within 2 years. A seismic retrofit will be required within ten years. The progress of completion and the Standards and Conditions will be monitored through the bi-annual review.

### ***Documents***

Attached to the report are the documents needed to process the application through the Los Angeles County Recorder's Office and the County Tax Assessor's Office. They include a Designation Statement, City Council Resolution, Historic Landmark Designation Form, the Mills Act Contract, legal description, and conditions of approval.

**FISCAL IMPACT:** As a result of the approval of the Mills Act Contract, it is estimated that the City will not realize approximately \$351 per year in property tax revenues. The County Tax Assessor will determine the exact amount after the contract is recorded and processed.

**RECOMMENDATION:** At their meeting of April 23, 2008, the Historic Preservation Commission voted to approve recommendation of Historic Landmark designation and execution of a Mills Act Contract for the subject property.

**COUNCIL ACTION REQUIRED:** If the City Council concurs, following the public hearing, the appropriate actions are:

1. Find that the proposed Resolution No. 2008-19 designating Historic Landmark HL-121 and Mills Act Contract MA-115 are Categorically Exempt from the California Environmental Quality Act.
2. A motion to adopt Resolution No. 2008-19 designating the property at 123 South Heliotrope Avenue as Historic Landmark Number 121 and approve entering into a Mills Act Contract with the conditions of approval.

**PRIMARY RECORD**

Primary #  
HRI #  
Trinomial  
CHR Status Code 5S1

Other Listings  
Review Code

Reviewer

Date

Page 1 of 2 \*Resource Name or #: HL-121/MA -115

P1 Other Identifier: \_\_\_\_\_

\*P2 Location:  Not for Publication  Unrestricted

a. County: Los Angeles

c. Address: 123 South Heliotrope Avenue City: Monrovia Zip: 91016

e. Other Locational Data: APN # 8517-001-019

P3a Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This one-story Craftsman bungalow is capped by a cross-gabled roof and sheathed in clapboard siding. Roof elements include over-hanging eaves, exposed rafter tails, and projecting beam-ends. Notable is the exposed truss work in the front-gabled porch roof. The projecting, partial-width front entry porch is located on the south end of the primary (east) elevation. Square wood posts atop concrete-capped cobblestone pedestals support the porch roof beam. Cobblestone balustrades enclose the porch space. Within the porch area is the glazed and paneled front entrance. Fixed, tripartite windows with multi-light upper panes are north and south of the entrance. A row of closely spaced projecting beams with carved ends appear beneath the front-gable on the east end of the south elevation. A front-gable on the west end of the same elevation is without this row of beam-ends. A cobblestone wall continues south from the entry porch, paralleling the sidewalk. The wood-frame residence sits on a raised foundation.

P3b Resource Attributes: (List attributes and codes) HP2 – Single Family Property

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

P5a Photograph

P5b Description of Photo: (view, date)

Front (East Elevation) March 2008

P6 Date Constructed: 1914

Source: Tax Assessor

P7 Owner and Address:

Ann Reynolds

123 S. Heliotrope Ave., Monrovia, CA

P8 Recorded by:  
Jan Ostashay, Peter Moruzzi,  
PCR Services Corporation  
233 Wilshire Blvd., Ste. 130,  
Santa Monica, CA 90401

P9 Date Recorded: 3/24/2004

City-Wide

P10 Survey Type: Survey



P11 Report Citation:

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

Page 2 of 2 \*Resource Name or #: HL-121/MA -115

**B1 Historic Name:** \_\_\_\_\_

**B2 Common Name:** \_\_\_\_\_

**B3 Original Use** Single Family

**B4 Present Use** Single Family

**B5 Architectural Style** Craftsman

**B6 Construction History** (Construction date, alterations, and date of alterations)

1913 - Original date of construction  
 1995 - Addition to rear of house and new two-car garage  
 2002 - Seismic retrofit of foundation

**B7 Moved:** No      **Date Moved** \_\_\_\_\_      **Original Location** \_\_\_\_\_

**B8 Related Features:**

**B9a Architect:** \_\_\_\_\_      **b. Builder:** \_\_\_\_\_

**B10 Significance:** **Theme:** Residential Development      **Area:** Monrovia

**Period of Significance:** 1914      **Property Type** HP2 - Single Family Property

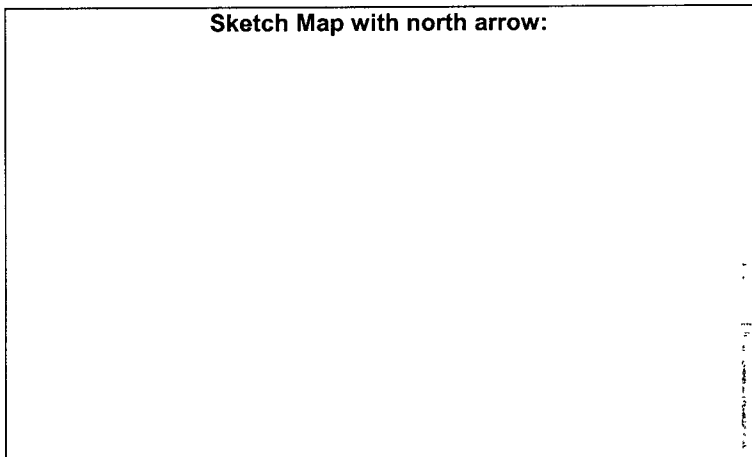
This property does not exhibit the necessary historical or architectural significance necessary for National Register listing. However, it is locally significant due to its adept use of Craftsman bungalow styling and features in its overall design. Therefore, the dwelling appears eligible for designation as a City of Monrovia Landmark and California Register historical resource.

**B11 Additional Resource Attributes:**

**B12 References:**  
 Sanborn Maps; LA County Tax Assessor Records;  
 Building Permits; Tract Maps; Monrovia Public  
 Library; Los Angeles Public Library

**B13 Remarks**

**B14 Evaluator/** Jan Ostashay, Peter Moruzzi  
**Date** 3/24/2004



**Recording Request By**  
City of Monrovia  
Planning Division

**WHEN RECORDED MAIL TO**

**NAME** City of Monrovia  
City Clerk

**MAILING ADDRESS** 415 South Ivy Avenue

**CITY, STATE ZIP CODE** Monrovia, CA 91016

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Notice of Historic Designation  
and  
Designation Statement for

**MILLS ACT CONTRACT**

123 South Heliotrope Avenue

**ATTACHMENTS**

**Exhibit A:** Pursuant to Page 2, Recitals (ii), a legal description of the referenced property is attached hereto as Exhibit A

**Exhibit B:** Pursuant to California Public Resources Code Section 5029 and Monrovia Municipal Code Chapter 17.40, hereto is attached Exhibit B, a resolution passed and adopted by the Monrovia City Council on May 20, 2008 establishing the referenced property as a Monrovia Historic Landmark on behalf of the current owner(s):

Ann L. Reynolds

**Exhibit C:** Pursuant to Page 3, (6) Preservation of Property, Standards and Conditions are attached hereto as Exhibit C, with the Secretary of the Interior's Standards for Historic Preservation as Attachment A

**CITY OF MONROVIA  
MILLS ACT AGREEMENT  
HISTORICAL PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of May 2008 by and between the CITY OF MONROVIA, a municipal corporation (hereinafter referred to as "City"), and Ann Reynolds (hereinafter referred to as "Owners").

**RECITALS**

(i) California Government Code Section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the street address 123 South Heliotrope Avenue, Monrovia, California, (hereinafter referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit A and is incorporated herein by this reference;

(iii) On May 20, 2008, the City Council of the City of Monrovia adopted its Resolution No. 2008-19 (attached and incorporated by reference as Exhibit "B") thereby declaring and designating the Historic Property as a landmark pursuant to the terms and provisions of Section 17.40.060 of the Monrovia Municipal Code.

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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

1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on May 20, 2008 and shall remain in effect for a term of ten (10) years thereafter.

2. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as annual renewal date), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of non-renewal is given as provided in paragraph 3 of this Agreement.

3. **NOTICE OF NONRENEWAL.** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of non-renewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of non-renewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the non-renewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of non-renewal from the City, Owner may make a written

protest. At any time prior to the annual renewal date, City may withdraw its notice of non-renewal.

4. EFFECT OF NOTICE OF NONRENEWAL. If either City or Owner serves timely notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

5. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

6. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit C, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (Monrovia Municipal Code, Chapter 17.40), requiring owner to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the Historic Property to maintain its historic and cultural significance.

7. RESTORATION OF PROPERTY. 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 State Department of Parks and Recreation, the United State Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and the City of Monrovia.

8. INSPECTIONS. Owner shall allow reasonable periodic examinations, by appointment, of the interior and exterior of the Historic Property by representatives of 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.

9. PROVISION OF INFORMATION. Owner shall furnish the City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

10. CANCELLATION. City, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of the 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 paragraph 7 of this Agreement. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280,

et seq, described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12½%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the county auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.

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

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

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

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

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of Monrovia  
Department of Community Development  
415 South Ivy Avenue  
Monrovia, CA 91016

Owner: Ann L. Reynolds  
123 South Heliotrope Avenue  
Monrovia, CA 91016

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

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

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

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

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

21. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agrees to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than thirty (30) days after the parties execute this Agreement, the Agreement shall be recorded in the Office of the County Recorder of the County of Los Angeles.

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

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The owner or owner's agent is required to provide written notice of this agreement to the State Office of Historic Preservation within six months of entering into the contract.

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

**CITY OF MONROVIA**

BY:

\_\_\_\_\_  
Rob Hammond, Mayor  
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda B. Proctor, MMC, City Clerk  
City of Monrovia

\_\_\_\_\_  
Craig A. Steele, City Attorney  
City of Monrovia

**OWNER**

BY:

Dated \_\_\_\_\_

\_\_\_\_\_  
Ann L. Reynolds, Owner

Note: City and Owner(s) signatures must be notarized by a Notary Public.

Historic Landmark HL-121  
Mills Act Contract MA-115

Address 123 South Heliotrope Avenue

APN # 8517-001-019

Legal Description The South 50 feet of Lots 17 and 18 in Block "B" of the amended map of the Pacific View Tract in the City of Monrovia, County of Los Angeles, State of California as per Map recorded in Book 30, Page(s) 73 of Miscellaneous Records, in the office of the County Recorder of said County.

**RESOLUTION NO. 2008-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MONROVIA, CALIFORNIA, DESIGNATING 123 SOUTH  
HELIOTROPE AVENUE, HISTORIC LANDMARK NUMBER 121.**

**THE CITY COUNCIL OF THE CITY OF MONROVIA DOES** hereby resolve as follows:

**SECTION 1.** Pursuant to Chapter 17.40 of the Monrovia Municipal Code, the City Council is authorized to designate historic landmarks.

**SECTION 2.** The Historic Preservation Commission has forwarded a Nomination Statement to the City Council seeking historic landmark status for 123 South Heliotrope Avenue ("the Property"); and found that it met the criteria for designation of an historic landmark.

**SECTION 3.** As specified by the Historic Preservation Ordinance, the Property meets the following designation criteria for a historic landmark:

The house is an example of Craftsman architecture with its exposed truss work, cobblestone pedestals and porch wall.

**SECTION 4.** The adoption of this resolution is Categorically Exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301 and 15331.

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of May 2008 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**EXCUSED:**

**BY:**

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Rob Hammond, Mayor  
City of Monrovia

**ATTEST:**

**APPROVED AS TO FORM:**

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Linda B. Proctor, MMC, City Clerk  
City of Monrovia

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Craig A. Steele, City Attorney  
City of Monrovia

**EXHIBIT B**

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES       ) §**  
**CITY OF MONROVIA             )**

I, LINDA B. PROCTOR, MMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No. 2008-19 relating to the Historic Landmark Designation of the property at 123 South Heliotrope Avenue was duly adopted and passed at a regular meeting of the City Council on the 20th day of May 2008 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**EXCUSED:**

ATTEST:

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Linda B. Proctor, MMC, City Clerk  
City of Monrovia

**STANDARDS AND CONDITIONS**  
**123 South Heliotrope Avenue**  
**Mills Act Contract MA-115**

During the term of this agreement, the Historic property shall be subject to the following conditions:

1. All structures on the property shall be kept in excellent condition including exterior walls, windows and roofing.
2. A Certificate of Appropriateness shall be required for all exterior alterations and/or additions to any structure on the property. The Secretary of the Interior's Standards for Historic Preservation shall be applied to the property with the exception that standard condition #9 shall allow for additions, exterior alterations or related new construction to match the original house upon approval of a Certificate of Appropriateness (Attachment A).
3. *View Corridor Maintained.* The view corridor enabling the general public to see the house from the public right-of-way shall not be further obscured. The view corridor, including landscaping, hardscape and fencing, shall be maintained.
4. *Landmark Plaque.* The owner(s) shall place a Historic Preservation Commission approved historic plaque on the site within two (2) years of the City Council designation of the historic landmark.
5. *Electrical Safety Inspection.* Within two years of the date of City Council approval, an electrical safety inspection report shall be submitted on the electrical contractor's letterhead indicating that the existing service panel meets minimum code and poses no hazardous conditions, GFCI outlets are provided as specified by code, and proper grounding of the panel exists. This condition shall be waived if the building records confirm the upgrading of the service panel or written electrical inspection completed within the last five (5) years is provided.
6. *Seismic Retrofit.* Documentation by either a building permit or building inspector's report must be submitted verifying completion of a seismic retrofit. If the house has not been seismically retrofitted, it shall be retrofitted within ten (10) years of the date of the City Council approval. Seismic retrofit shall be at minimum the bolting of the house to an approved foundation.
7. The property owner(s) shall submit to the Planning Division a progress report every two (2) years (for the first ten (10) years of the Contract) addressing the conditions of approval. After the first ten years, a progress report shall be required every five (5) years.