

County of Ventura

Cultural Heritage Board Mills Act Contract Application



***County of Ventura • Resource Management Agency • Planning Division
800 South Victoria Avenue, L1740, Ventura, CA 93009***

***Phone: (805) 654-5042
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Mills Act Contract Application

County of Ventura • Resource Management Agency • Planning Division
800 S. Victoria Avenue, Ventura, CA 93009-1740 • (805) 654-2478 • ventura.org/rma/planning

Please print or type

OWNER/APPLICANT

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

HISTORIC PROPERTY

Historic Name: _____

Common Name: _____

Street Address: _____ Zip Code: _____

Assessor's Parcel Number(s): _____

LANDMARK STATUS

Potential Landmark County Landmark #: _____

Designation Date: _____

California Register of Historic Resources (CRHR) Landmark # and Name:

National Register of Historic Places (NRHP) # _____

NRHP Listing Date: _____ Date of Most Recent Title Report: _____

List the significant historic property characteristics of the structures and the site on a separate sheet (see attached "Sample Description of Historic Property Characteristics" – page 5).

Owner Signature: _____ Date: _____



Discretionary Project Reimbursement Agreement

County of Ventura • Resource Management Agency and Public Works Agency
800 South Victoria Avenue, Ventura, CA 93009 • <http://www.ventura.org>

Check all that apply:

Site Plan Adjustment/Permit Adjustment
Tree Permit Review
Subdivision Application (PM/TT)
General Plan Amendment/Zone Change
Parcel Map Waiver (LLA, Merger, LLS, LES, CS)
Conditional Use Permit
Change of Use

Ordinance Amendment
Variance
Major/Minor Modification
Land Conservation Act (LCA) Contract
Conditional Certificate of Compliance
Planned Development Permit
Other:

PROJECT NO.

I, _____, the undersigned, hereby authorize the County of Ventura to process the above referenced permit request in accordance with the Ventura County Ordinance Code. I am depositing \$ _____ to pay for County staff review, coordination and processing costs related to my permit request based on actual staff time expended. **In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates, which I understand are in the most current fee schedules of each county agency. I also understand that these costs apply even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Staff time from some County of Ventura departments and agencies spent processing my request will be billed against the available deposit. ***“Staff time” includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant’s representatives, neighbors, interested parties, attendance and participation at meetings and public hearings, and preparation of staff reports and other correspondence.***

A \$1000 reserve amount from the original deposit will be maintained by the County for future charges. The available deposit is the original deposit less the \$1000 reserve and net of any charges and additional deposits made. The County of Ventura will bill against the available deposit as described above.

2. **If processing costs exceed the available deposit, I will receive periodic invoices payable upon receipt.**

Please initial to show you have read and understand condition 2. _____

3. If the final cost is less than the available deposit fee, the unused portion of the available deposit, including retention, will be refunded to me.
4. If the final cost is more than the available deposit fee, **I agree to pay the difference according to the terms set by the County.**
5. If I fail to pay any invoices within 30 days of the billing, the County may either stop processing my permit application, or after conducting a hearing, deny my permit request altogether. If I fail to pay any invoices after my application is granted, I understand that my permit is subject to revocation. Any work on any subsequent or concurrent permit applications will cease until all unpaid fees are paid in full.
6. Fees are due and payable within 30 days of billing. Invoices unpaid after thirty (30) days will incur a 2% late fee, compounded monthly.

7. If an Initial Study Biological Assessment (ISBA) report is submitted as part of my application, the County of Ventura may need to refer my ISBA report to a County-contracted biological consultant for review. Should this review occur, I will pay a separate fee for the cost of the consultant review. This fee may vary depending on the size of development footprint and the complexity of the biological resources on the property. Selection of the biological consultant for this work shall be at the sole discretion of the Planning Director. This fee is not related to the above deposit fee and shall be paid within 10 days of written notice that the County has been billed by the biological consultant.
8. The County of Ventura may refer my application to the South Central Coastal Information Center (SCIC), CSU Fullerton, to determine whether an Initial Study (Environmental Analysis) addressing cultural resources will need to be conducted by a cultural resources consultant. Should this referral occur, I will pay a separate flat fee at the currently established rate (not to exceed \$100.00). If further study by a cultural resources consultant is required, I will be responsible for any additional costs above the established fee, and I must select the consultant from among those approved by the County of Ventura. All fees shall be paid within 10 days of written notice that the County has been billed by the SCIC or by the cultural resources consultant.
9. I agree to pay the County of Ventura the cost of placing a legal advertisement (if one is required) in a newspaper of general circulation as required by state law and local ordinance.
10. Upon project approval, if any, I agree to pay the established County Clerk Recorder Environmental Document filing fees.
11. I may, in writing, request a further breakdown or itemization of invoices, but such a request is independent of the payment obligation and time frames.
12. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement.
13. FISH AND GAME REVIEW FEES for discretionary permits and legislative amendments: I further understand that the County, or the State Office of Planning and Research, may refer my application and/or any applicable environmental document for my project to the California Department of Fish and Game for review and comment in accordance with the provisions of the California Environmental Quality Act. Should this referral occur, I understand that I must pay all fees as required by Section 711.4 of the Fish and Game Code (\$2,156.25 for Negative Declarations/Mitigated Negative Declarations or \$2,995.25 for Environmental Impact Reports, plus any County Clerk fees as of January 1, 2013). Should these fees be required, I agree to remit a cashier's check or money order in the required amount, payable to the Ventura County Clerk, to the Planning Division prior to any legal notifications regarding public hearings before the decision making body on my application.

Name of Property Owner or Corporate Principal (please print):

Driver's License Number:

Phone Number:

Name of Company or Corporation (if applicable):

Mailing Address of the Property Owner or Corporation/Company:

If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation

Signature: _____ Date: _____

***ATTENTION — The property owner (or Corporate principal) will be held responsible for all charges.**

Proposed Mills Act Contract Ten-Year Rehabilitation Plan For:
(Provide Address and Landmark Number)

Year	Proposed Project* <i>(Describe the rehabilitation project in detail)</i>	Estimated Cost
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

*Please note that projects that affect a residence (exterior or interior) are subject to Cultural Heritage Board or Cultural Heritage Board staff review and approval prior to work commencing. Work must meet all Building Code and Zoning Ordinance requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Rehabilitation*.

See attached list of potential Mills Act Contract projects. All approved Mills Act Contracts will be subject to an annual inspection. The property owner is responsible for providing "before" and "after" photographs for all rehabilitation activities and for covering the costs related to these inspections.

MILLS ACT CONTRACT LIST OF POTENTIAL PROJECTS*

<p>Access Modifications – Exterior Access Modifications – Interior Accessory Structure Repair or Replace Annual Maintenance & Repairs Appliance Vent Architectural – Remove Non-historic Feature & Restore to Original Architectural Trim – Repair Architectural Trim – Replace Architectural Trim – Install New Balcony/ Decks – New Railings Balcony/ Decks – Repair or Replace Basement – Access – Repair or Replace to Code Basement – New or Rebuild Cabinets – New Built-in Bathroom Cabinets – New Built-in Kitchen Cabinets – New Built-in Other Carpentry – Remove window & reframe shower including Siding/Caulking Chimney – Inspect and Clean Chimney – New Chimney – Rebuild or Repair Code Repair Item Column – Replace or Rebuild Corbels/ Structural Brackets Replace or Repair Door – Repair or Replace Screen Door Door – Hardware Door – New Basement Hatch Cover and Base Door – Repair Door – Replacement Drain for Deck – Install & or Repair Drainage Protection or Correction Dry-Rot Remove, Repair and or Replace Electrical – Rewire or Install New Outlets Electrical – Complete Rewire and Service Upgrade Electrical – Ground & Service Entry Electrical – Install New Circuits Electrical – Lighting Fixtures Electrical – New Service Lines to Garage Electrical – Security Lighting and Alarm Electrical – New Outlets Fence – Repair or New Flashing Floor Furnace – Remove or Restore floor Flooring – Carpet Flooring – Repair Flooring –Repair Wood Floors Flooring – Replacement Foundation – Bolting and Seismic Work Foundation – New Foundation – Repair</p>	<p>Gable or Attic – Re-screening Garage Door Gutters & Downspouts House Relocation HVAC – Complete New System HVAC – Maintenance & Replacement/Plumbing Service & Painting Insulation – Walls – Blown-in Insulation – Attic Interior Trim – Refinish Kitchen – New Counters Masonry – New Masonry – Repair or Replace Tile Hearth Masonry – Repair or Repoint Masonry – Repoint Brick Mechanical – Air Conditioning Mechanical – Heating Unit Mechanical – Ventilation – New Kitchen/Bath Fan & Duct Work Mechanical – Venting & Duct Mechanical – Venting & Duct Work Minor Painting and Exterior Repairs Painting – Exterior Painting – Interior Painting – Removal of Lead Based Paint Painting – Exterior Trim Patio – Repair Plastering – Remove, Replace, or Refinish Plumbing – DWV, Drain, Waste & Vent Plumbing – Fixtures Plumbing – Install new supply lines Plumbing – Install Sump Pump & Discharge Drain Plumbing – Minor Repairs Plumbing – New Supply Plumbing – Service Lines Plumbing – Sewer Plumbing Repairs Porch - Ceiling replacement Porch – Rebuild or Replace Porch – Repair Porch – Repoint Brick Porch Railing – Repair or Replace to Code Porches – Resurface Remove Substandard Construction (Tin Shed) Repair Eaves and/or Overhangs Repair Exterior Stucco Repair Garage Replace Garage Replace Non-Historic Feature Roof- Minor Repair Roof- Reroof Roof- Strip and Install New</p>
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Security Lighting and Alarm System
Seismic Retrofitting – Other than Foundation
Siding – Remove Asbestos Siding & Restore
Siding – Repair
Skylights – Replace
Stair – Repair
Stair – Replacement
Stonework
Stoop – Repair
Stoop – Replacement
Structural – New Framing or Repairs
Structural Bracing

Structural Modifications
Structural Repairs – Roof and/or Ceiling Joists
Termite Treatment
Termite Treatment and Repair
Tile – Replace, Repair or Repoint
Utility Enclosure – New
Ventilation – Attic Fan
Waterproofing
Weatherproofing
Window – Screens or Hardware
Windows – Repair
Windows – Replacement in kind

***Please note:** Due to the fact that some of the above projects may not be suitable for certain sites, the Mills Act Contract Rehabilitation list of potential projects shall be reviewed and approved by the Cultural Heritage Board on a case-by-case basis.

SAMPLE DESCRIPTION OF HISTORIC PROPERTY CHARACTERISTICS

- The subject structure is a 2-story 10-room frame and stucco residence, built on an L-shaped plan, located in the center of lots 1 and 2 of Tract X.
- The Spanish Colonial Revival structure also has a heavy Moorish influence.
- The main architectural features include Spanish clay tile roof, exterior stucco, a large arched porch topped with a covered balcony dominates the outside corner of the asymmetrical facade.
- The main transverse gable is capped by an octagonal turret at its Southeast end. A similar turret is also located at the most Northerly corner of the house, to the right of the main porch.
- A secondary gable continues to the Southwest along the Southeast façade of the edifice. The two wings flank a rear courtyard
- The roof has various low pitched hips, gables, sheds and turrets. There are narrow eaves with decorative rafters, topped with gutters and small circular window/vents in the turrets.
- A chimney is on the Southwest gable with a diamond vent under the roof.
- A circular balcony is atop a circular bay on the courtyard side of the gable. Other features include double hung, fixed pane, tall arched, Palladian, multi-light casement and stained glass windows. Many of the windows have squared stucco sills.
- There is decorative wrought iron, including rear balcony railings and awning supports for several rear facing awnings. Balcony supports are sectioned square columns, with a slat wooden railing on the main front balcony.
- The four columns and two pilasters for the front porch are square with simple square capitals at the base of the arches and tall square bases on each. An arched colonnade at the first floor level faces the courtyard.
- The two-story garage/guest house is also of the Spanish Colonial Revival style, with a tile roof and tile awning above the garage door, which has a multi widow sectioned wooden door. A second-story bay with three arched windows faces the main house.
- A concrete and wrought iron fence with a corner gate surrounds the property.
- The main entry consists if an inset arched front door set to the left of the front porch.
- The door is surrounded by decorative Batchelder tiles of varying sizes set in a symmetrical pattern, with a wrought iron and amber stained glass awning above the carved wooded door, which consists of 16 circular and two half circular floral designs. A porch light hangs at the center top of the doorway.

- Interior features include a two-story front entry foyer with a patterned vaulted ceiling and tiled terrazzo floor.
- A three flight staircase rises opposite the entry along the walls opposite and left of the entry to a second floor arched balcony with decorative iron banisters and railings.
- Arched stained glass windows line the second-story sides of the exterior facing walls with tall rectangular stained glass windows at the first floor level.
- A wrought iron and glass light hangs from the center of the foyer. A large carved wooden double door opens to the left into the living room.

Living Room:

- Bay Windows, sculptured crown moldings, crystal chandeliers, beautiful mosaic tile walls and stained glass windows.
- The large rectangular living room has a decorative ceiling with a gold crown molding, inlaid oak hardwood floors, wall sconces and a Batchelder tile fireplace opposite the main entry. A brass and crystal chandelier is in the center of the ceiling.
- The formal dining room also ports a decorative ceiling with a different elaborate crown molding, inlaid hardwood floors and a more intimate brass and crystal chandelier.
- All of the bathrooms are lined with tile wainscoting with various picture tiles in each.
- A second Batchelder fireplace is located in the master bedroom.

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

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

PROPERTY MAINTENANCE

All building, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment, or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Board, the Planning Director, or the Cultural Heritage Board Staff.

CONDITIONS

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain a historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

MILLS ACT CONTRACT APPLICATION SUBMITTAL CHECKLIST

This checklist will assist you in verifying you have completed the minimum requirements for submittal of a Mills Act Contract application to the County of Ventura. The following items must be included with the application:

- Mills Act Program Application.
- Signed Reimbursement Agreement Form.
- Mills Act Contract Proposed Ten-Year Rehabilitation Plan.
- Mills Act Program List of Character-defining and Significant Historical Features specific to the structure and the site.
- Exterior Photographs of property and structures.
- Preliminary Title Report. Note: The title report must have been issued by the title company within the past year.
- Application Filing Fee*. For properties located in the unincorporated areas, please make a check payable to the "County of Ventura".

*For properties located within a city, please contact that city for the appropriate application submittal requirements, including applicable fees.