



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Historic Resources Commission Staff Report
May 8, 2024

Topic: HPPA No. 2024-03 – The Levengood House (1205 South Birch Street)

RECOMMENDED ACTION

Recommend that the City Council authorize the City Manager and City Clerk to execute a Historic Property Preservation Agreement (Mills Act) with Michael Altshuler for the property located at 1205 South Birch Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

EXECUTIVE SUMMARY

Michael Altshuler is requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 1205 South Birch Street that is currently listed on the Santa Ana Register of Historical Properties.

DISCUSSION

Project Location and Site Description

The subject property, known as the Levengood House, consists of an existing one-story Spanish Colonial Revival style residence that is approximately 1,590 square feet in size on a 7,253-square-foot residential lot (Exhibit 2). The Levengood House was added to the Santa Ana Register of Historical Properties ("Register") in 2003, categorized as "Contributive."

Analysis of the Issues

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements, for eligible properties. The property is listed on the Register and categorized as Landmark, making it eligible for a Mills Act Agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed

value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2003, the Historic Resources Commission placed the Levengood House on the Register and within the “Contributive” category as a representative example of the distinguishing characteristics of an architectural period, and because it contributes to the overall character and history of Wilshire Square and is a good example of period architecture. Character-defining exterior features of the Levengood House that should be preserved include, but may not be limited to: materials and finishes (stucco, wood, tile); roof configuration and treatment; massing and composition; original doors and windows; porch; and architectural detailing (porch posts, brackets, and beam).

In 2011, a permit was issued to remove a non-original garden window in place of a wood casement window with three divided lights on the upper portion of the window. The exterior modification was consistent with the Secretary of Interior Standards for Rehabilitation. It was also noted during the 2024 staff site visit that the aforementioned item was implemented at the subject property.

Additionally, during the 2024 site visit, staff noted the Hollywood driveway paving requires repair, and that some rear and side windows that have been replaced over time with non-compatible windows, requiring restoration of wood windows with ogee lugs. Staff will work with the property owner to address these concerns as part of the rehabilitation and restoration requirements during the duration of the Mills Act Agreement for this property. Additional future improvements proposed by the homeowner during the initial ten years of the Mills Act Agreement include reroof, garage wall repair, dry-rot removal from walls, termite treatment, window rehabilitation, repaint exterior, front porch flooring rehabilitation, and general on-going maintenance. Staff will ensure that the proposed work will be performed sensitively and will maintain the property’s character-defining features as part of the Mills Act Agreement for this property.

As part of the Mills Act approval process, staff will work with the applicant to ensure that a bronze plaque is installed honoring and recognizing the structure. The plaque will include the historic name, address, year built, and local historic register designation. Lastly, the site will be subject to general maintenance and upkeep requirements including, but not limited to, replacement or restoration of damaged character-defining features, landscaping upkeep, painting, etc. These improvements will be subject to review and approval by staff. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

ENVIRONMENTAL IMPACT

Pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is exempt from further review pursuant to Section 15331 of the CEQA Guidelines (Class 31 – Historical Resource Restoration/Rehabilitation) as these actions are designed to preserve historic resources. Based on this analysis, a Notice of Exemption, Environmental Review No. 2024-17, will be filed for this project.

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$1,097.57 annually, for a period of not less than ten years.

EXHIBIT(S)

- 1 - Mills Act Agreement
- 2 – 500-Foot Radius Map
- 3 - Site Photos – 1205 S. Birch Street
- 4 - Action Minutes HRC (1205 S. Birch Street)

Submitted By:
Andrea Heywood, Associate Planner

Approved By:
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building Agency

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Santa Ana
20 Civic Center Plaza (M-30)
Santa Ana, CA 92702
Attn: City Clerk's Office

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement ("Agreement") is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as "City"), and **Michael T. Altshuler, a single man**, (hereinafter collectively referred to as "Owner"), owner of real property located at **1205 South Birch Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the "Mills Act") to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **1205 South Birch Street, Santa Ana, CA, 92707** and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, and hereinafter referred to as the "Historic Property."
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.
- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which

will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **July 17, 2024**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

2. Renewal.

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. Standards and Conditions for Historic Property.

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

f. Owner shall implement the rehabilitation and restoration work items as discussed in detail in the City Council Historic Property Preservation Agreement (HPPA No. 2024-3) staff report dated May 8, 2024. All work items shall be completed within the first ten years of the Mills Act Agreement. Proof of completion, as requested by the City of Santa Ana, will be required in order to satisfy and maintain the Mills Act Agreement.

4. Furnishing of Information.

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation.

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the

manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

6. Enforcement of Agreement.

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

b. City does not waive any claim of default by the 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 that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

7. Binding effect of Agreement.

a. Owner hereby subjects the Historic Property, located at **1205 South Birch Street**, Assessor Parcel Number, **013-152-02**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions 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. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

c. This property is listed in the Santa Ana Register of Historical Properties (Register). In any real property transaction, the owner of this property or the owner's representative shall provide the buyer of this property with notice that the property is listed on the City's historic Register.

8. No Compensation.

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized 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 Property on the account of the restrictions on the use and preservation of the Property.

9. Notice.

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana
20 Civic Center Plaza (M-30)
Santa Ana, CA 92702
Attn: City Clerk's Office

Owners: Michael T. Altshuler
1205 South Birch Street
Santa Ana, CA 92707

10. General Provisions.

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

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims

for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed 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 the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

e. 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.

f. 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 effected thereby.

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

11. Recordation.

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

12. Amendments.

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

13. Effective Date

This Agreement shall be effective on the day and year first written above in Section 1.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

ALVARO NUÑEZ
Acting City Manager

OWNERS


Date: _____

By: _____
MICHAEL T. ALTSHULER

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: 
BRANDON SALVATIERRA
Deputy City Attorney

MINH THAI
Executive Director
Planning and Building Agency

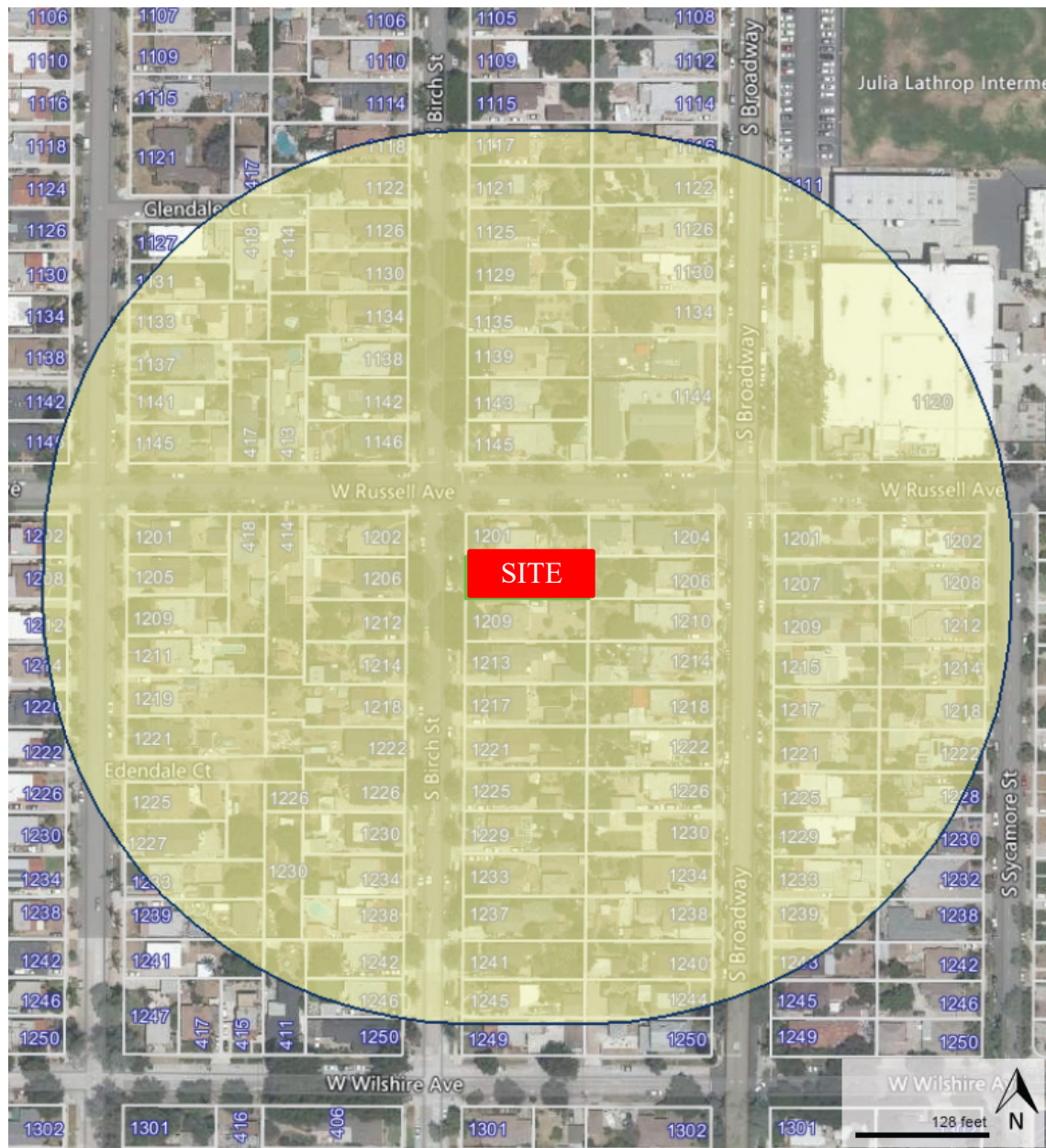
EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 31 OF TRACT NO. 921, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, SHOWN ON A MAP THEREOF, RECORDED IN BOOK 28, PAGE 45 INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

Assessor's Parcel Number: 013-152-02



500' RADIUS

HPPA-2024-03
 1205 SOUTH BIRCH STREET
 LEVENGOOD HOUSE

PLANNING AND BUILDING AGENCY



HPPA-2024-03
The Levengood House
1205 South Birch Street
SITE PHOTOS
EXHIBIT 3

ACTION MINUTES OF THE
HISTORIC RESOURCES COMMISSION
OF THE CITY OF SANTA ANA

DECEMBER 4, 2003

CALLED TO ORDER:

4:41 P.M.
City Hall Council Chambers
20 Civic Center Plaza, Santa Ana, California

ATTENDANCE:

COMMISSIONERS Present:
Philip Chinn
Rita Corpin
Rose Anne Garcia Kings
Tom Lutz
Blair O'Callaghan
Phillip E. Schaefer, *Vice Chairman*

COMMISSIONERS Absent:
Carlos Bustamante
Paul D. Giles,
James Gartner

STAFF PRESENT:

Jay Trevino, *Planning Manager*
Ben Kaufman, *Chief Assistant City Attorney*
Maya DeRosa, *Senior Planner*
Martha Ramirez, *Commission Secretary*

PLEDGE OF ALLEGIANCE TO THE FLAG

CONSENT CALENDAR

A. APPROVAL OF MINUTES

RECOMMENDATION:

Approve the minutes from the regular meeting of November 6, 2003

Motion to approve the minutes from the regular meeting of November 6, 2003 as presented.

MOTION: Kings

SECOND: Lutz

AYES Chinn, Corpin, Kings, Lutz, O'Callaghan, Schaefer (6)

NOES: None (0)

ABSENT: Bustamante, Gartner, Giles (3)

B. COMMISSION SECRETARY REPORT

RECOMMENDATION:

Instruct the Commission Secretary to enter into the minutes.

Pursuant to the Brown Act and the Maddy Act, the December 4, 2003 Agenda for the Regular Meeting was posted on the door of the City Hall Council Chambers at 22 Civic Center Plaza on November 26, 2003 at 2:16 p.m.

Motion to instruct the Commission Secretary as recommended.

MOTION: Kings

SECOND: Lutz

AYES: Chinn, Corpin, Kings, Lutz, O'Callaghan, Schaefer (6)

NOES: None (0)

ABSENT: Bustamante, Gartner, Giles (3)

Historic Resources Commission

c-14

5/8/2024

****END OF CONSENT CALENDAR****

BUSINESS CALENDAR

C. COMMISSIONER COMMUNICATION DISCLOSURE (REGARDING AGENDIZED PROJECTS)

Commissioner Lutz contacted Mr. & Mrs. Randy Simons regarding the Historic Resources Commission Application No. 2003-42 and Historic Register Categorization No. 2003-45.

WORK STUDY SESSION

D. HISTORIC REGISTRY DISCLOSURE FOR REAL ESTATE TRANSACTIONS

Vice Chair inquired if there is historic registry disclosure on property transactions for real estate agents. City provides accessibility information on website which is periodically updated.

Commissioner Kings recommends city staff recap benefits of Historic Registry; conduct educational forum on specific properties for real estate community. Ms. De Rosa noted a property owner welcome letter to the registry is mailed on the Friday following the HRC meeting.

PROCEDURAL RULES

PUBLIC HEARINGS

1. HISTORIC RESOURCES COMMISSION APPLICATION NOS. 2003-52 THROUGH 2003-61 AND HISTORIC REGISTER CATEGORIZATION NOS. 2003-54 THROUGH 2003-63
(Melanie McCann)

Filed by the City of Santa Ana to place and categorize various structures on the Santa Ana Register of Historical Properties.

ADDRESS	STRUCTURE NAME	RECOMMENDED CATEGORY
1106 South Parton Street (52/54)	Whitten House	Key
1102 South Birch Street (56/58)	O'Brien House	Key
1226 South Birch Street (53/55)	Sandstrom House (1)	Contributive
1310 South Birch Street (54/56)	Masin House	Contributive
1101 South Birch Street (55/57)	Pimental House	Contributive
1115 South Birch Street (57/59)	Gardenier House	Contributive
1205 South Birch Street (58/60)	Levengood House	Contributive
1218 South Broadway (59/61)	Bowman House	Contributive
1230 South Birch Street (60/62)	Sandstrom House (2)	Contributive
1229 South Broadway (61/63)	Irish House	Contributive

PUBLISHED IN THE ORANGE COUNTY REPORTER:
PUBLICLY NOTICED:

November 21, 2003
November 21, 2003

Motion to continue item to 60 days (February 9, 2004).

MOTION: Lutz

SECOND: O'Callaghan

AYES: Chinn, Corpin, Kings, Lutz, O'Callaghan, Schaefer (6)

NOES: None (0)

ABSENT: Bustamante, Gartner, Giles (3)

3. Public Comments (items not on the agenda)

Vice Chairman Schaefer opened the public hearing.

No written communications were received and there were no speakers on the matter.

Vice Chairman Schaefer closed the public hearing.

STAFF AND COMMISSION COMMENTS

4. STAFF COMMENTS

Ms. De Rosa stated copy of approved loan program is forthcoming and communicated that the advertising firm, DGWB, won their appeal for tax credits.

5. COMMISSIONER COMMENTS

Commissioner Chinn

- RDA loan program up to \$250,000 (historical loan for rehabilitation); Armstrong Phillips Ranch will be on historical tour.
- Congratulations to Commissioner O'Callaghan for attending LA Conservancy conference on preservation.
- Requested update on Artist Village Fountain. Ms. De Rosa indicated Matt Lamb attending January meeting for update.

Commissioner Corpin

- Welcome new staff.
- Requests staff to use her cellular telephone for messages and not home telephone number.
- Requested update on Mike Harrah project; she was informed item will be continued on December 22 Planning Commission Agenda.
- Requested update on Broadway One project. Planning Manager cited project still in process, discussing environmental issues on plaza area, parking structure, and mitigation details. Item moved to Planning Commission agenda in January; P&D contract extended to deal with environmental issues.

Commissioner Kings

- Welcomed new staff.
- Mentioned French Park having holiday home tours on December 13 and 14.
- Excused self from January 8, 2004 meeting as she will be attending a design conference in central coast.

Commissioner O'Callaghan

- Attended seminar at Los Angeles Conservancy conference on preservation; noted Santa Ana praised for great work done by staff.
- Recommends commission hold study sessions on new construction properties with information on appeals.
- Requested update on Wilshire Square.
- Ms. De Rosa mentioned reviewing mid-year objectives to review changes in policy on future element and implementation strategy.

Commissioner Schaeffer

- Requested update on property at Bristol and Bishop. Ms. De Rosa stated project is

Commissioner Schaeffer

- Requested update on property at Bristol and Bishop. Ms. De Rosa stated project is proceeding as initiated.
- Welcomed new staff.

Commissioner Lutz

- No comments

6. Excuse of Absences

Motion by Commissioner Kings and seconded by Commissioner Corpin to excuse the absences of Commissioners Bustamante, Gartner, and Giles; approved unanimously by a vote of 6:0.

7. Adjournment 5:45 p.m.


Martha Ramirez
Commission Secretary

EXECUTIVE SUMMARY

LEVENGOOD HOUSE
1205 South Birch Street
Santa Ana, CA 92707

NAME	Levengood House			REF. NO.
ADDRESS	1205 South Birch Street			
CITY	Santa Ana	ZIP	92707	ORANGE COUNTY
YEAR BUILT	1930	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Wilshire Square	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	5S1	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Mission/Spanish Colonial Revival

The Mission/Spanish Colonial Revival style, as its name implies, encompasses two major subcategories. The Mission Revival vocabulary, popular between 1890 and 1920, drew its inspiration from the missions of the Southwest. Identifying features include curved parapets (or *espadaña*); red tiled roofs and coping; low-pitched roofs, often with overhanging eaves; porch roofs supported by large, square piers; arches; and wall surfaces commonly covered in smooth stucco. The Spanish Colonial Revival flourished between 1915 and 1940, reaching its apex during the 1920s and 1930s. The movement received widespread attention after the Panama-California Exposition in San Diego in 1915, where lavish interpretations of Spanish and Mexican prototypes were showcased. Easily recognizable hallmarks of the Spanish Colonial Revival are low-pitched roofs, usually with little or no overhangs and red tile roof coverings, flat roofs surrounded by tiled parapets; and stuccoed walls. The Spanish vocabulary also includes arches; asymmetry; balconies and patios; window grilles; and decorative elements of wood, wrought iron, tile, or stone.

SUMMARY/CONCLUSION:

The Levengood House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the “distinguishing characteristics of an architectural style or period.” Additionally, the house has been categorized as “Contributive” because it “contributes to the overall character and history” of Wilshire Square and “is a good example of period architecture” as an illustration of the Spanish Colonial Revival style (Municipal Code Section 30-2.2).”

EXPLANATION OF CODES:

- **National Register Criteria for Evaluation:** (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- **National Register Status Code:** (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
5S1 Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.

PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 4

Resource name(s) or number (assigned by recorder) *Levengood House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad TCA 1667

*c. Address 1205 South Birch Street

*e. Other Locational Data: Assessor's Parcel Number 013-152-02 TR 921 LOT 31

*a. County *Orange County*

Date:

City *Santa Ana*

Zip *92707*

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

Substantially intact and enhanced by its landscaping, this is an example of a modestly sized Spanish Colonial Revival home. The tiled roof is cross-gabled and moderately pitched over the front of the building, while the rear of the house is flat-roofed and circled by a tile-edged parapet. Smooth stucco covers the exterior of the building. Clay pipe vents pierce the gable ends. A porch is recessed beneath the side gable on the north half the façade. Wooden posts with carved brackets support the roof overhang and a waist high stucco wall encloses the porch space. A tripartite window and the entry open onto the porch. In an unusual departure from a standard Spanish roof configuration, a small, front gabled dormer is located above the porch. The southern half of the façade contains a large, picture window, to which an aluminum canopy has been added, offset to the south and a tall, slender window to the north. A three-sided bay projects from the south elevation. Although re-roofed, the house retains its design integrity.

*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family Property*

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

P5a. Photo



P5b. Photo: (view and date)
*West elevation
September 2003*

*P6. Date Constructed/Age and Sources: ☒ historic
*1929/ Source: City of Santa Ana
Building Permits*

*P7. Owner and Address:
*Brian A. and Lisa Bist
1205 South Birch Street
Santa Ana, CA 92707*

*P8. Recorded by:
*Leslie J. Heumann
SAIC
35 S. Raymond Ave. # 204
Pasadena, CA 91105*

*P9. Date Recorded:
October 1, 2003

*P10. Survey Type:
Intensive Survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none")
None.

*Attachments: ☐ None ☐ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☐ Other (list)

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 4

*NRHP Status Code 5S1

*Resource Name or #: Levengood House

B1. Historic Name: Levengood House

B2. Common Name: Same

B3. Original Use: Single-family Residence

B4. Present Use: Single-family Residence

*B5. Architectural Style: Mission/Spanish Colonial Revival

*B6. Construction History: (Construction date, alterations, and date of alterations): Constructed in 1930.

July 5, 1930. Residence and garage.

June 11, 1943. Reroof.

October 6, 1952. Reroof residence.

June 26, 1986. Wood patio deck, spa.

February 8, 1990. Reroof house and garage.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features:

None.

B9a. Architect: Unknown

b. Builder: Unknown

*B10. Significance: Theme Residential Architecture

Area Santa Ana

Period of Significance: circa 1920-1954 Property Type: Single-family Residence

Applicable Criteria: C

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

The Levengood House is architecturally significant as a representative example of the Spanish Colonial Revival style, one of many that characterize the Wilshire Square neighborhood. The house and garage were constructed in 1930 at a cost of \$3,650.00 for Mrs. Mary Leavengood, who had occupied the residence by 1931. The house remained in the Levengood family until at least 1952, according to city building permits. According to the 1991 Wilshire Square Home Tour brochure, Mary Levengood was the widow of Frank Levengood, a farmer who struck oil in his bean fields. Mrs. Levengood raised her granddaughter in this house, and lived here until she died in the late 1950s. She also built the house next door, on the corner, for her son.

(See Continuation Sheet 3 of 4.)

B11. Additional Resource Attributes: (List attributes and codes) _____

*B12. References:

City of Santa Ana Building Permits

Santa Ana History Room Collection, Santa Ana Public Library

Sanborn Maps

(See Continuation Sheet 4 of 4.)

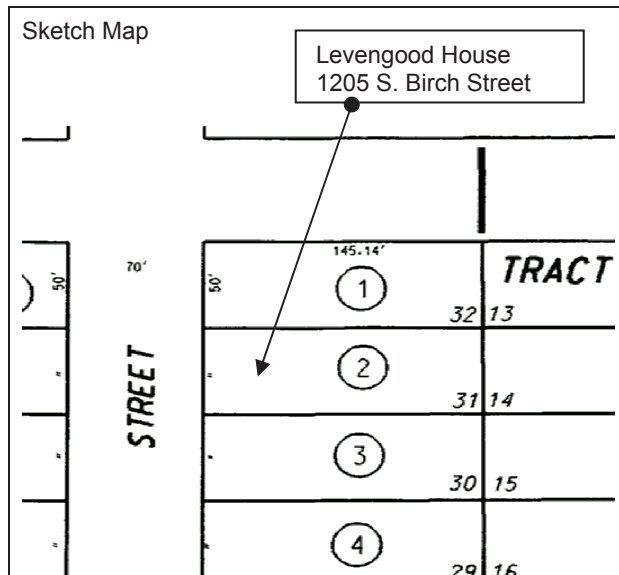
B13. Remarks:

*B14. Evaluator: Leslie J. Heumann

*Date of Evaluation: October 1, 2003

(This space reserved for official comments.)

Sketch Map



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 4

Resource Name or # (Assigned by recorder) Levengood House

*Recorded by Leslie J. Heumann, SAIC

*Date October 1, 2003

☒ Continuation ☐ Update

***B10. Significance (continued):**

Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods initially developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.

The Levengood House is located in Wilshire Square, a neighborhood located south of the city center and bounded by West McFadden Avenue on the north, West Edinger Avenue on the south, South Main Street on the east, and South Flower Street on the west. This area remained agricultural in use into the early twentieth century, the landscape dotted with walnut and orange groves. The 1912 plat map of Santa Ana showed South Main Street and Fairview Avenue (now McFadden Avenue) as the only streets in the area, with the majority of the property held by a few landowners: N. Palmer, H. K. Hanson, O'Brien, and Lewis.

Development of Wilshire Square began circa 1923, when newspaper advertisements for newly subdivided lots costing between \$635.00 and \$1,875.00 boasted "five foot sidewalks, curbs, electricity, gas, sewer, city water and ornamental trees" (Santa Ana Register, April 12, 1923). By 1923, all of Flower, Garnsey, Van Ness, Ross, and Borchard and portions of the remaining streets had been laid out. Lathrop Junior High School, designed by architect Frederick Eley in 1921 (demolished circa 1970), was constructed on the southwest corner of Fairview and Main and became an anchor of the neighborhood. In 1925, over 65 homes had been built in Wilshire Square, according to a count of addresses listed in the city directories. A 1927 map indicated that the area was zoned for single-family residences, except the east side of Sycamore, which was set aside for "courts and apartments," apparently as a buffer for the "neighborhood business" zone on South Main Street. By 1930, maps of the City showed that, with the exception of a gap between Borchard and Edinger Avenues on Birch, Broadway, and Sycamore, all the streets in Wilshire Square were in place. Mapped by the Sanborn Company between 1931 and 1940, the neighborhood was substantially developed prior to the beginning of World War II.

Built in three phases, Wilshire Square primarily showcases the revival architectural styles popular during the first phase, circa 1923 to 1931, when 326 homes were built: variations of the Tudor Revival, the Spanish Colonial Revival, and the Colonial Revival. A handful of Craftsman bungalows completed the picture. A second phase, from 1935 to 1942, marked the recovery from the Great Depression and the war preparation years, and resulted in another 171 homes. The post World War II building boom added 91 homes, many in the newly popular California Ranch style. Enhanced by the canopies of mature trees that line many of the streets, Wilshire Square developed as a middle class neighborhood of white and blue collar workers. Homes were both owner and speculator built, and, regardless of style, are unified by their one-story height, scale, common setbacks, and the placement of detached garages in the rear of each property. Retaining these qualities today (2003), the neighborhood was recognized for excellence in urban design by the Orange County Chapter of the American Institute of Architects in 1997.

The Levengood House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the "distinguishing characteristics of an architectural style or period." The combination of stucco walls and tiled roof and treatment of the patio with its rustic wood posts exhibited on the house are typical features of the Spanish Colonial Revival and demonstrate that the style could be used effectively on both large as well as relatively modest homes. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Wilshire Square and "is a good example of period architecture" as an illustration of the Spanish Colonial Revival style. Character defining exterior features of the Levengood House that should be preserved include, but may not be limited to: materials and finishes (stucco, wood, tile); roof configuration and treatment; massing and composition; original doors and windows; porch; and architectural detailing (porch posts, brackets, and beam).

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

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Resource Name or # (Assigned by recorder) *Levengood House*

*Recorded by *Leslie J. Heumann, SAIC*

*Date *October 1, 2003*

☒ Continuation ☐ Update

***B12. References (continued):**

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Historic maps in the collection of the History Room of the Santa Ana Public Library.
Santa Ana and Orange County Directories, 1905-1931.
Santa Ana Register, April 12, 1923.
"Vintage Santa Ana Right On Track." The Register, January 13, 1990.
"Neighbors Gear Up For Big Project." Los Angeles Times, August 6, 1992.
"Neighborliness Lives On Wilshire Square's Streets." Los Angeles Times, October 5, 1996.
"Wilshire Square—A Profile in Pride of Ownership." City Line, July/August 2001.
Wilshire Square Neighborhood Association, Home Tour Brochures, 1989-1994.
www.wilshiresquare.com
www.geocities.com/Heartland/3383/aia.htm

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires 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, whenever 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 the 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 reserve archaeological 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

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 need to be removed in the future, the essential form and integrity of the structure would be unimpaired.

Exhibit D: Proposed Structure Improvements (“Work Plan”)

1205 South Birch Street

Item	Year	Improvement
1	2024	Roof repair – main house and garage
2	2025	Hollywood driveway replacement
3	2026	Replace all replacement windows at the rear and side facades as determined by Planning. New windows to be double-hung wood windows with ogee lugs. Building permit required.
4	2026	Repair garage walls
5	2027	Dry-rot removal from walls
6	2028	Termite treatment
7	2029	Window rehabilitation
8	2030	Repaint exterior
9	2032	Front porch flooring rehabilitation
10	2033	Preserve/restore exterior wood elements