



Cultural Heritage Committee  
AGENDA

Monday, April 28, 2025, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

The Cultural Heritage Committee holds in-person meetings. Zoom participation will not be supported at this time. Attendees of City Council or Advisory Body meetings are eligible to receive one hour of complimentary parking; restrictions apply, visit [Parking for Public Meetings](#) for more details.

**INSTRUCTIONS FOR PUBLIC COMMENT:**

**Public Comment prior to the meeting (must be received 3 hours in advance of the meeting):**

**Mail - Delivered by the U.S. Postal Service.** Address letters to the City Clerk's Office at 990 Palm Street, San Luis Obispo, California, 93401.

**Email - Submit Public Comments via email to [advisorybodies@slocity.org](mailto:advisorybodies@slocity.org).** In the body of your email, please include the date of the meeting and the item number (if applicable). Emails *will not* be read aloud during the meeting.

**Voicemail - Call (805) 781-7164 and leave a voicemail.** Please state and spell your name, the agenda item number you are calling about, and leave your comment. Verbal comments must be limited to 3 minutes. Voicemails *will not* be played during the meeting.

*\*All correspondence will be archived and distributed to members, however, submissions received after the deadline may not be processed until the following day.*

**Public Comment during the meeting:**

**Meetings are held in-person.** To provide public comment during the meeting, you must be present at the meeting location.

**Electronic Visual Aid Presentation.** To conform with the City's Network Access and Use Policy, Chapter 1.3.8 of the [Council Policies & Procedures Manual](#), members of the public who desire to utilize electronic visual aids to supplement their oral presentation must provide display-ready material to the City Clerk by 12:00 p.m. on the day of the meeting. Contact the City Clerk's Office at [cityclerk@slocity.org](mailto:cityclerk@slocity.org) or (805) 781-7114.

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**1. CALL TO ORDER**

Vice Chair Tischler will call the Regular Meeting of the Cultural Heritage Committee to order.

**2. OATH OF OFFICE**

Deputy City Clerk Sara Armas will administer the Oath of Office to newly appointed Cultural Heritage Committee Member David Blakely.

**3. ELECTION OF CHAIR AND VICE CHAIR**

As required by the Cultural Heritage Committee Bylaws, hold the annual election of Chair and Vice Chair to a one-year term.

**4. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

The public is encouraged to submit comments on any subject within the jurisdiction of the Cultural Heritage Committee that *does not* appear on this agenda. Although the Committee will not take action on items presented during the Public Comment Period, the Chair may direct staff to place an item on a future agenda for discussion.

**5. CONSENT**

Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon at one time. A member of the public may request the Cultural Heritage Committee to pull an item for discussion. The public may comment on any and all items on the Consent Agenda within the three-minute time limit.

**5.a CONSIDERATION OF MINUTES - FEBRUARY 24, 2025 CULTURAL HERITAGE COMMITTEE MINUTES**

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Recommendation:

To approve the Cultural Heritage Committee Minutes of February 24, 2025.

## 6. PUBLIC HEARINGS

Note: The action of the Cultural Heritage Committee is a recommendation to the Community Development Director, another advisory body, or to City Council and, therefore, is not final and cannot be appealed.

### 6.a REVIEW OF A REQUEST TO ENTER INTO A HISTORICAL PROPERTY PRESERVATION CONTRACT (MILLS ACT) FOR THE MASTER LIST PROPERTY KNOWN AS THE "VOLLMER HOUSE" (1116 PISMO STREET, HIST-0151-2025)

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#### Recommendation:

Provide a recommendation to the City Council regarding a Mills Act historic property contract between the City and the owners of property at 1116 Pismo Street, to encourage maintenance and restoration of the "Vollmer House".

## 7. COMMENT AND DISCUSSION

### 7.a STAFF UPDATES AND AGENDA FORECAST

Receive a brief update from Principal Planner Brian Leveille.

## 8. ADJOURNMENT

The next rescheduled Regular Meeting of the Cultural Heritage Committee is scheduled for May 19, 2025 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo. The May 26, 2025 Regular Meeting will be cancelled due to the Memorial Day Holiday.

LISTENING ASSISTIVE DEVICES are available -- see the Clerk

The City of San Luis Obispo wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (805) 781-7114 at least 48 hours before the meeting, if possible. Telecommunications Device for the Deaf (805) 781-7410.

Agenda related writings or documents provided to the Cultural Heritage Committee are available for public inspection on the City's website:

<https://www.slocity.org/government/mayor-and-city-council/agendas-and-minutes>. Meeting video recordings can be found on the City's website:

<http://opengov.slocity.org/WebLink/Browse.aspx?id=60971&dbid=0&repo=CityClerk>



## Cultural Heritage Committee Minutes

February 24, 2025, 5:30 p.m.

Council Chambers, 990 Palm Street, San Luis Obispo

Members Present: Members John Ashbaugh, Daniel Bernard, Sabin Gray, Ivan Simon, Vice Chair John Tischler, Chair Chuck Crotser

Members Absent: Member Benjamin Arrona

City Staff Present: Principal Planner Brian Leveille, Deputy City Clerk Sara Armas

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### 1. CALL TO ORDER

A Regular Meeting of the San Luis Obispo Cultural Heritage Committee was called to order on Monday February 24, 2025 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo, by Chair Crotser.

### 2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Public Comment:

None

### 3. CONSENT

#### 3.a CONSIDERATION OF MINUTES - NOVEMBER 18, 2024 CULTURAL HERITAGE COMMITTEE MINUTES

**Motion By** Member Ashbaugh

**Second By** Member Bernard

To approve the Cultural Heritage Committee Minutes of November 18, 2024.

Ayes (6): Member Ashbaugh, Member Bernard, Member Gray, Member Simon, Vice Chair Tischler, and Chair Crotser

Absent (1): Member Arrona

CARRIED (6 to 0)

#### 4. PUBLIC HEARING

##### 4.a ARCH-0005-2025 (1253 MILL) CONSTRUCTION OF A NEW DWELLING ON A CONTRIBUTING LIST PROPERTY IN THE MILL STREET HISTORIC DISTRICT

Assistant Planner Walter Oetzell presented the staff report and responded to Committee inquiries.

Darren Pollard, owner of the property and designer of the project, provided a brief overview and responded to questions raised.

Chair Crotser opened the Public Hearing

##### Public Comment:

None

Chair Crotser closed Public Comment

**Motion By** Member Ashbaugh

**Second By** Member Gray

Recommend to Community Development Director find the project to be consistent with applicable preservation policies, standards and guidelines, and suggest that the applicant consider the following regarding the project:

- Use of alternative exterior materials that may be more consistent with the characteristic painted wood materials in the District, and that may be more durable;
- Use of pervious paving materials, as needed, to protect the oak tree on-site;
- Steepen the roof pitch to align with the existing house.

Ayes (6): Member Ashbaugh, Member Bernard, Member Gray, Member Simon, Vice Chair Tischler, and Chair Crotser

Absent (1): Member Arrona

CARRIED (6 to 0)

## **5. COMMENT AND DISCUSSION**

### **5.a STAFF UPDATES AND AGENDA FORECAST**

Principal Planner Brian Leveille provided the following updates:

- The Waterman Village project, reviewed and moved forward by the Cultural Heritage Committee on October 28, 2024, was appealed and is coming before Council on March 4, 2025 for final action.
- The draft Historic Preservation Ordinance will be reviewed by Subcommittee Members Bernard, Gray, and Vice Chair Tischler tentatively by the end of the week, and will be presented to the full Committee as a Public Hearing on a future meeting later this year.
- No items are currently scheduled on the agenda forecast for the March 24, 2025 Regular Meeting.
- The California Preservation Foundation Conference is taking place in Sacramento from May 6-10, 2025 for interested Committee Members.

Member Ashbaugh attended a conference held by the California Missions Foundation and applauds the Mission San Luis Obispo and invited fellow members to participate in their tours.

Vice Chair Tischler inquired about potentially reviewing street improvement projects located in Historic Districts.

Chair Crotser acknowledged his term expiring on March 31, 2025, thanking City Staff and his fellow Members for the opportunity to serve on the Committee.

## **6. ADJOURNMENT**

The meeting was adjourned at 6:09 p.m. The next Regular Meeting of the Cultural Heritage Committee is scheduled for Monday March 24, 2025 at 5:30 p.m. in the Council Chambers at City Hall, 990 Palm Street, San Luis Obispo.

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APPROVED BY CULTURAL HERITAGE COMMITTEE: XX/XX/2025





## **CULTURAL HERITAGE COMMITTEE AGENDA REPORT**

**SUBJECT:** 1116 PISMO STREET (HIST-0151-2025) REVIEW OF A REQUEST TO ENTER INTO A HISTORICAL PROPERTY PRESERVATION CONTRACT (MILLS ACT) FOR THE MASTER LIST PROPERTY KNOWN AS THE “VOLLMER HOUSE”

**BY:** Walter Oetzell, Assistant Planner  
Phone Number: (805) 781-7593  
Email: woetzell@slocity.org

**FROM:** Brian Leveille, Principal Planner  
Phone Number: (805) 781-7166  
Email: bleveille@slocity.org

**APPLICANT:** Christopher & Heidi Frago

### **RECOMMENDATION**

Provide a recommendation to the City Council regarding a Mills Act historic property contract between the City and the owners of property at 1116 Pismo Street, to encourage maintenance and restoration of the “Vollmer House”

### **1.0 BACKGROUND**

The owners of the Vollmer House at 1116 Morro Street submitted an application to enter into a Mills Act historical property contract with the City (see Draft Agreement, Attachment A). The Committee will make a recommendation to the City Council about the request, as provided in § 14.01.030 (B)(8) of the City’s Historical Preservation Ordinance.

### **2.0 DISCUSSION**

#### **Site and Setting**

The property is located on the north side of Pismo Street, about 150 feet east of Santa Rosa Street, in the Old Town Historic District. It is developed with a two-story single-family dwelling, known as the Vollmer House (see Figure 1), built in 1912. The property was included in the Master Inventory of Historic Structures adopted in 1983 (Resolution No. 5197).



*Figure 1: Vollmer House (1116 Pismo)*

HIST-0151-2025 (1116 Pismo)  
Cultural Heritage Committee Report – April 28, 2025

The Historic Resources Inventory for the building (Attachment B) notes its architectural significance and several of the characteristic features of the dwelling's architectural style, described as "Bungaloid," such as its clapboard siding, medium-pitched roof, large dormer, and exposed rafters, brackets and purlins. The architect is noted as Charles McKenzie (Wolf and Wolf, San Jose) and H. R. Lyman as builder. Also noted is its association with Ernest and Marguerite Vollmer, partners in A. McAlister and Co., and owners of commercial property in the city, for whom the house was built (Inventory, pg. 2).

### **Mills Act Contracts**

The Mills Act Program is a property tax reduction program for protection of cultural resources that encourages their maintenance and restoration (§ 3.6.2 of the General Plan Conservation and Open Space Element). Participation in the program is limited to Master List Resources; the most unique and important historic resources in terms of age, architectural or historical significance, rarity, or association with important persons or events in the City's past (HPO § 14.01.050 (A)).

The City and owners of a Master List Resource enter into a historical property contract under which the owners agree to restore, maintain, and protect the property in accordance with historical preservation standards. Owners may qualify for property tax relief, potentially realizing tax savings of between 40% and 60% per year. Contracts have a minimum term of ten years, and contain standard elements set out in the Mills Act (Govt. Code §§ 50280-50290), including: a provision for preservation (or, where necessary, restoration and rehabilitation) of the property in conformance with state historic preservation guidelines; periodic examination of the property for compliance with the contract; and a provision binding the contract upon successive owners. Automatic one-year extensions are provided, unless either party gives notice of non-renewal of the contract. On acceptance and recordation of the contract, the property is assessed using an "income approach" that values the property by an income capitalization method, following guidelines provided by the State Board of Equalization.

### **Proposed Improvements**

Several improvements and maintenance items are identified by the applicant (Attachment C) for completion during the term of the proposed contract. All of the items discussed appear to be relevant to the preservation and maintenance of this property and are included in Exhibit A of the proposed draft contract (Attachment A). Additionally, any work undertaken on the property must, under the terms of the contract, be carried out in a manner consistent with the City's historical preservation standards and guidelines and with the Secretary of the Interior's Standards for Treatment of Historic Properties, so as to retain and preserve original, character-defining architectural features and the historical character of the property.

### **3.0 ENVIRONMENTAL REVIEW**

Entering into a “Mills Act Contract” with the owners of historical property is not subject to the provisions of the California Environmental Quality Act (CEQA) because it is not a project as defined in CEQA Guidelines § 15378 (Definitions-Project). Implementation of the Mills Act is a government fiscal activity which does not involve commitment to any specific project resulting in a potentially significant physical impact on the environment (CEQA Guidelines § 15378 (b) (4)).

### **4.0 ACTION ALTERNATIVES**

1. Staff Recommendation: Recommend to the City Council that the City enter into a Mills Act historic property contract with the property owners, to encourage maintenance and restoration of the historic property at 1116 Pismo Street.
2. Continue consideration of the request with direction to the applicant and staff.
3. Recommend to the City Council that the City not enter into the proposed historical property contract. This action is not recommended because the City participates in incentive programs that encourage maintenance and restoration of historic properties, (General Plan Conservation and Open Space Element, Program 3.6.2), and as a Master List Resource, this property is eligible for this program.

### **5.0 ATTACHMENTS**

- A - Historic Property Contract - Draft (1116 Pismo)
- B - Historical Resources Inventory (1116 Pismo)
- C - Applicant Request Letter and List of Improvements (HIST-0151-2025)



**HISTORIC PROPERTY PRESERVATION AGREEMENT BETWEEN  
THE CITY OF SAN LUIS OBISPO AND THE OWNERS OF THE HISTORIC  
PROPERTY LOCATED AT 1116 PISMO STREET, IN THE CITY AND THE COUNTY  
OF SAN LUIS OBISPO, STATE OF CALIFORNIA.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of San Luis Obispo, a municipal corporation (hereinafter referred to as the “City”), and Christopher David Frago and Heidi A. Howland-Frago (hereinafter referred to as “Owners”), and collectively referred to as the “parties.”

**Section 1. Description of Preservation Measures.** The Owners, their heirs, or assigns hereby agree to undertake and complete, at their expense, the preservation, maintenance, and improvements measures described in “Exhibit A” attached hereto.

**Section 2. Effective Date and Term of Agreement.** This agreement shall be effective and commence upon recordation and shall remain in effect for an initial term of ten (10) years thereafter. Each year upon the anniversary of the agreement’s effective date, such initial term will automatically be extended as provided in California Government Code Section 50280 through 50290 and in Section 3, below.

**Section 3. Agreement Renewal and Non-renewal.**

- a. Each year on the anniversary of the effective date of this agreement (hereinafter referred to as “annual renewal date”), a year shall automatically be added to the initial term of this agreement unless written notice of nonrenewal is served as provided herein.
- b. If the Owners or the City desire in any year not to renew the agreement, the Owners or the City shall serve written notice of nonrenewal of the agreement on the other party. Unless such notice is served by the Owners to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owners 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. The Owners may make a written protest of the notice. The City may, at any time prior to the annual renewal date, withdraw its notice to the Owners of nonrenewal.
- d. If either the City or the Owners serves notice to the other party of nonrenewal in any year, the agreement shall remain in effect for the balance of the term then remaining.

**Section 4. Standards and Conditions.** During the term of this agreement, the historic property shall be subject to the following conditions:

- a. Owners agree to preserve, maintain, and, where necessary, restore or rehabilitate the building and its character-defining features, including: the building’s general

architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings; interior architectural elements that are integral to the building's historic character or significance; exterior materials, coatings, textures, details, mass, roof line, porch, and other aspects of the appearance of the building's exterior, as described in Exhibit A, to the satisfaction of the Community Development Director or his designee.

- b. The building's interior closely relates to the property's eligibility as a qualified historic property. The Owners agree to allow pre-arranged tours on a limited basis, to the approval of the Community Development Director or his designee.
- c. All building changes shall comply with applicable City specific plans, City regulations and guidelines, and conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards for Rehabilitation and Standards and Guidelines for Historic Preservation Projects. Interior remodeling shall retain original, character-defining architectural features such wood details, pillars and arches, special tile work, or architectural ornamentation to the greatest extent possible.
- d. The Community Development Director shall be notified by the Owners of changes to character-defining exterior features prior to their execution, such as major landscaping projects and tree removals, exterior door or window replacement, repainting, remodeling, or other exterior alterations requiring a building permit. The Owners agree to secure all necessary City approvals and/or permits prior to changing the building's use or commencing construction work.
- e. Owners agree that property tax savings resulting from this agreement shall be used for property maintenance and improvements as described in Exhibit A.
- f. The following are prohibited: demolition or partial demolition of the historic building; exterior alterations or additions not in keeping with the standards listed above; dilapidated, deteriorating, or unrepaired structures such as fences, roofs, doors, walls, windows; outdoor storage of junk, trash, debris, appliances, or furniture visible from a public way; or any device, decoration, structure, or vegetation which is unsightly due to lack of maintenance or because such feature adversely affects, or is visually incompatible with, the property's recognized historic character, significance, and design as determined by the Community Development Director.
- g. Owners shall allow reasonable periodic examination, by prior 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 the owners' compliance with the terms and provisions of this agreement.

**Section 5. Furnishing of Information.** The Owners hereby agree to furnish any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this agreement.

**Section 6. Cancellation.**

- a. The City, following a duly-noticed public hearing by the City Council as set forth in Government Code Section 50285, may cancel this agreement if it determines that the Owners 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 Owners have failed to preserve, maintain, or rehabilitate the property in the manner specified in Section 4 of this agreement. If a contract is cancelled because of failure of the Owners to preserve, maintain, and rehabilitate the historic property as specified above, the Owners shall pay a cancellation fee to the State Controller as set forth in Government Code Section 50286, which states that the fee shall be 12 ½% of the full value of the property at the time of cancellation without regard to any restriction imposed with this agreement.
- b. If the historic building is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of the agreement, the agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

**Section 7. Enforcement of Agreement.**

- a. In lieu of and/or in addition to any provisions to cancel the agreement as referenced herein, the 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 the Owners, the City shall give written notice of violation to the Owners by registered or certified mail addressed to the address stated in this agreement. If such a violation is not corrected to the reasonable satisfaction of the Community Development Director 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 of said breach; or if the 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 the Owners); then the 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 the Owners growing out of the terms of this agreement, apply to any court, state or federal, for injunctive relief against any violation by the owners or apply for such relief as may be appropriate.
- b. The City does not waive any claim of default by the Owners if the 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 the City's regulations governing

historic properties are available to the City to pursue in the event that there is a breach or default under this agreement. No waiver by the City of any breach or default under this agreement shall be deemed to be a waiver of any other subsequent breach thereof or default herein under.

- c. By mutual agreement, City and Owners may enter into mediation or binding arbitration to resolve disputes or grievances growing out of this contract.

**Section 8. Binding Effect of Agreement.** The Owners hereby subject the historic building located at 1116 Pismo Street, San Luis Obispo, California, Assessors Parcel Number 002-446-019, to the covenants, reservations, and restrictions as set forth in this agreement. The City and Owners hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owners' successors and assigns in title or interest to the 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 covenants, reservations, and restrictions expressed in this agreement regardless of whether such covenants, restrictions, and reservations are set forth in such contract, deed, or other instrument.

**Section 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.

To City:       Community Development Director  
                  City of San Luis Obispo  
                  919 Palm Street  
                  San Luis Obispo, CA 93401

To Owners:    Christopher David Frago  
                  Heidi A. Howland-Frago  
                  PO Box 84  
                  San Luis Obispo CA 93406

**Section 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 Owners agree to hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or from claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or activities of the Owners, or from



those of their contractor, subcontractor, agent, employee, or other person acting on the Owners' behalf which relates to the use, operation, maintenance, or improvement of the historic property. The Owners hereby agree to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all claims or actions for damages caused by, or alleged to have been caused by, reason of the Owners' activities in connection with the historic property, excepting however any such claims or actions which are the result of the sole negligence or willful misconduct of City, its officers, agents, or employees.

- 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 the City prepared, supplied, or approved the plans, specifications, or other documents for the historic property.
- d. All of the agreements, rights, covenants, reservations, and restrictions contained in this agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the historic property, whether by operation of law or in any manner whatsoever.
- 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 affected thereby.
- g. This agreement shall be construed and governed in accordance with the laws of the State of California.

**Section 11. Amendments.** This agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**Section 12. Recordation and Fees.** No later than twenty (20) days after the parties enter into this agreement, the City shall cause this agreement to be recorded in the office of the County Recorder of the County of San Luis Obispo. Participation in the program shall be at no cost to the Owners; however the City may charge reasonable and necessary fees to recover direct costs of executing, recording, and administering the historical property contracts.

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

OWNERS

\_\_\_\_\_  
Christopher David Frago

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heidi A. Howland-Frago

\_\_\_\_\_  
Date

CITY OF SAN LUIS OBISPO

\_\_\_\_\_  
Mayor Erica A. Stewart

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Teresa Purrington, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christine Dietrick, City Attorney

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT A

**MAINTENANCE AND IMPROVEMENT MEASURES FOR THE VOLLMER HOUSE  
LOCATED AT 1116 PISMO STREET, SAN LUIS OBISPO, CALIFORNIA**

1. Owners shall preserve, maintain, and repair the historic building, including its character-defining architectural features in good condition, to the satisfaction of the Community Development Director or designee, pursuant to a Mills Act Preservation Contract with the City of San Luis Obispo for property located at 1116 Pismo Street. Character-defining features shall include, but are not limited to: roof, eaves, dormers, trim, porches, walls and siding, architectural detailing, doors and windows, window screens and shutters, balustrades and railings, foundations, and surface treatments.

2. Owners agree to make the following improvements and/or repairs during the term of this contract but in no case later than ten (10) years from the contract date. All changes or repairs shall be consistent with the City's Historic Preservation Ordinance and the Secretary of the Interior's Standards for the Treatment of Historic Properties:

- Repair or, as necessary, replace roofing materials
- Repair dry rot of materials
- Interior and exterior painting
- Window maintenance or, where necessary, replacement
- Foundation repair
- General maintenance and upkeep

OWNERS

\_\_\_\_\_  
Christopher David Frago

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heidi A. Howland-Frago

\_\_\_\_\_  
Date



## HISTORIC RESOURCES INVENTORY

Ser. No. 0094-04R  
HABS \_\_\_\_\_ HAER \_\_\_\_\_ NR 4 SHL \_\_\_\_\_ Loc \_\_\_\_\_  
UTM: A 10/713190/3906440 B \_\_\_\_\_  
C \_\_\_\_\_ D \_\_\_\_\_

### IDENTIFICATION

1. Common name: \_\_\_\_\_
2. Historic name: Vollmer House
3. Street or rural address: 1116 Pismo  
City San Luis Obispo Zip 93401 County San Luis Obispo
4. Parcel number: 02-446-19
5. Present Owner: Dee, G.M. & L.L., c/o Dee, George M. & Lenore L. Address: 2549 Spyglass Drive  
City Pismo Beach Zip 93449 Ownership is: Public \_\_\_\_\_ Private X
6. Present Use: Residential Original use: Residential

### DESCRIPTION

- 7a. Architectural style: Bungaloid
- 7b. Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition:

This two story structure is built on a raised foundation. It is square in plan. It has a large medium pitched asphalt gable roof with a slanted dormer at the center. The dormer has two double hung windows. All of the eaves project about three feet with exposed rafters, brackets and purlins. The walls are sheathed in clapboard siding with a wide mold trim on the house repeating itself on windows and doors. The open porch is centered and recessed with a square post holding the porch common roof. The porch sits off center flanked by a single fixed window on the porch and one set of triplet windows with double hung sash. The structure has an average cared for appearance.



8. Construction date: \_\_\_\_\_  
Estimated \_\_\_\_\_ Factual 1912
9. Architect Charles McKenzie
10. Builder H.R. Lyman
11. Approx. property size (in feet)  
Frontage 120' Depth 180'  
or approx. acreage \_\_\_\_\_
12. Date(s) of enclosed photograph(s)  
February 1983

13. Condition: Excellent \_\_\_ Good X Fair \_\_\_ Deteriorated \_\_\_ No longer in existence \_\_\_
14. Alterations: \_\_\_\_\_
15. Surroundings: (Check more than one if necessary) Open land \_\_\_ Scattered buildings \_\_\_ Densely built-up \_\_\_  
Residential X Industrial \_\_\_ Commercial \_\_\_ Other: \_\_\_\_\_
16. Threats to site: None known X Private development \_\_\_ Zoning \_\_\_ Vandalism \_\_\_  
Public Works project \_\_\_ Other: \_\_\_\_\_
17. Is the structure: On its original site? Yes Moved? \_\_\_ Unknown? \_\_\_
18. Related features: \_\_\_\_\_

#### SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

Built in 1912 this house typifies the Prairie School and represents one of the few examples of this style in San Luis Obispo. It was designed by San Francisco architect, Charles McKenzie, who rendered plans for at least five other known residences in this city. Affiliated with Wolf and Wolf of San Jose, McKenzie used Prairie School elements in much of his work. The 46 x 46', one and one-half wooden frame residence cost \$3000. It was originally built for Ernest and Marguerite Vollmer, a prosperous family who were partners in A. McAlister and Co., originally a cattle company. The Vollmers owned commercial property in the city. Their ability to afford the services of a professionally trained architect, a rare occurrence for residential building in San Luis Obispo during this era, is a symbol of their affluence.

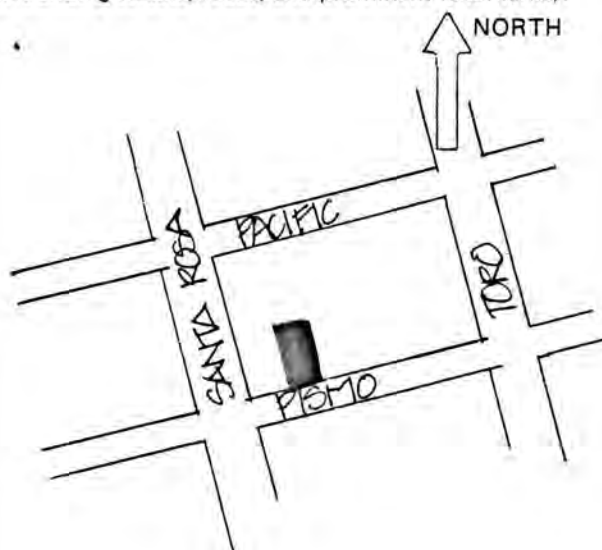
20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)  
Architecture 1 Arts & Leisure \_\_\_  
Economic/Industrial 2 Exploration/Settlement \_\_\_  
Government \_\_\_ Military \_\_\_  
Religion \_\_\_ Social/Education \_\_\_

21. Sources (List books, documents, surveys, personal interviews and their dates).

City Building Permits (1912)  
History of San Luis Obispo County by  
Myron Angel (1883)

22. Date form prepared 23 June 1983  
By (name) Historic Res. Survey Staff  
Organization City of San Luis Obispo  
Address: P.O. Box 321  
City San Luis Obispo Zip 93401  
Phone: (805) 541-1000

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



March 1st, 2025

Dear San Luis Obispo City Council Members, Cultural Heritage Committee Members, and Community Development Staff,

**RE: Mills Act application for 1116 Pismo Street, San Luis Obispo, CA 93401 (Also known as Vollmer House)**

Our names are Christopher and Heidi Fragd. We are the owners of 1116 Pismo Street (also known as the Vollmer House). This home is in the Old Town Historic District and was built in or around 1912 (the same year the Titanic sank). This landmark residence is our primary residence which we are applying for the Mills Act for. This property is already listed on the Master List Historic Resources (#131). We are making every effort to preserve the historical character of this house. This involves renovation and maintenance while bringing it up to modern standards of construction and safety.

This application for the Mills Act is for the maintenance and improvement of his historical dwelling.

Here are projects anticipated to complete over the course of the ten-year contract in rough order of priority.

1. Replace/repair roof.
2. Fix/Replace dry rot issues including fumigation.
3. Repaint exteriors and interiors and maintain.
4. Maintain the historical look including the existing windows repair/replacement.
5. Improve foundation as needed.

Landscaping will need improvement and need maintenance.

The items above are what we propose to work on within the next 10 years. They will not all occur at the same time as they need to be performed in a methodical order which makes sense (construction speaking).

This history of this beautiful 113-year-old home is evident in the records. Ernest Vollmer is mentioned in Morris and Garritano's history page: <https://morrisgarritano.com/about-m-g/history/>. His family is still in the area and his granddaughter is a retired real estate broker named Claire Vollmer. The second owner was George Dee and his wife, also from the same Dee family who took over Vollmer's business.

Charles McKenzie out of San Francisco was the architect and apparently he also built the pagoda style bungalow on Palm Street: <https://paradisereleased.wordpress.com/2012/04/13/cool-in-concrete-old-hollywoods-concrete-bungalows/>.

The builder was Mr. Harry Lyman, and he built many homes in SLO in the railroad construction Era. Please see <https://gis.slocity.org/documents/Historic/868Upham.pdf>

You can see Mr. Vollmer's name mentioned in the article in the above link.



In addition to the exterior, we will maintain interior characteristics such as the crown moldings, doors of the era, light fixtures, wainscotings, etc. It is our goal to maintain the integrity of the house as much as possible. We appreciate the traditional charm of the original architectural details, including grand moldings and classic sash windows, and would like to keep those carefully preserved and therefore maintain the charm of its historic roots.

In addition, please see the attached documents also found in the research.

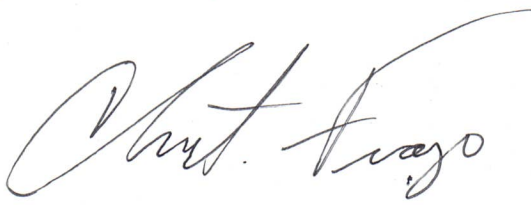
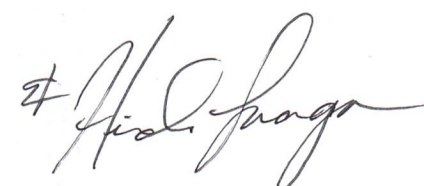
We are asking you to consider the fact that it is more costly to maintain/restore than to replace with modern style material. These items are not easy to find and often it must be made by a skilled craftsman which tends to have a significant higher cost due to the time and detailed work it requires.

We are more than happy to meet with any of the officials and walk through the property to point out the areas needing work and to discuss the historical aspects as well.

We thank you for your time and are hopeful we can have an amicable agreement.

Respectfully,

Christopher and Heidi Frago

 #   
3-6-2025