OCTOBER 26, 2016
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	**Sam Abed**
DEPUTY MAYOR	**Michael Morasco**
COUNCIL MEMBERS	**Olga Diaz** **Ed Gallo** **John Masson**
CITY MANAGER	**Graham Mitchell**
CITY CLERK	**Diane Halverson**
CITY ATTORNEY	**Jeffrey Epp**
DIRECTOR OF COMMUNITY DEVELOPMENT	**Bill Martin**
DIRECTOR OF PUBLIC WORKS	**Ed Domingue**

ELECTRONIC MEDIA:
Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.

October 26, 2016
3:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)

a. **Agency Negotiator:** Sheryl Bennett and Graham Mitchell
Employee Organization: Escondido Police Officers' Association

b. **Agency Negotiator:** Sheryl Bennett and Graham Mitchell
Employee Organization: Escondido Firefighters' Association

c. **Agency Negotiator:** Sheryl Bennett and Graham Mitchell
Employee Organization: Non-Sworn Police Bargaining Unit

II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)

a. **Property:** 250 W. Woodward, 252 W. Woodward, 500 Escondido Blvd., 510 Escondido Blvd. (Felix Family Trust) and 548-550 Escondido Blvd. (Escondido Oil, LLC)
City Negotiator: Graham Mitchell, City Manager
Negotiating Parties: City and Felix Family Trust; and Escondido Oil, LLC
Under Negotiation: Price and Terms of Payment

III. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)

- City Manager
- City Attorney

ADJOURNMENT

October 26, 2016
4:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:
City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: None Scheduled**

4. **MILLS ACT CONTRACT AND CEQA EXEMPTION FOR THE PROPERTY AT 178 HOWELL HEIGHTS DRIVE (HP 16-0009) -**
   Request the City Council approve entering into a Mills Act contract with the property owners for their property at 178 Howell Heights Drive and approve the CEQA Exemption.

   Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

   RESOLUTION NO. 2016-161

5. **CONSULTING AGREEMENT FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES -**
   Request the City Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement with Willis Insurance Services of California (Willis Towers Watson) for Benefits Insurance Broker Services.

   Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

   RESOLUTION NO. 2016-162

6. **NOTICE OF COMPLETION FOR SUB 13-0009 LOCATED AT 2412-2418 SOUTH ESCONDIDO BOULEVARD -**
   Request the City Council approve and accept the public improvements and authorize staff to file a Notice of Completion for SUB 13-0009 located at 2412-2418 South Escondido Boulevard.

   Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

7. **ZONING CODE AMENDMENTS TO RESTRUCTURE AND STREAMLINE DEVELOPMENT REVIEW PROCESSES (AZ 16-0006) -**
   Approved on October 19, 2016 with a vote of 5/0

   ORDINANCE NO. 2016-15 (Second Reading and Adoption)

8. **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR HENRY RANCH SUBDIVISION, TRACT 920 (PHG 14-0026) -**
   Approved on October 19, 2016 with a vote of 5/0

   ORDINANCE NO. 2016-18 (Second Reading and Adoption)

PUBLIC HEARINGS

9. **LOCAL REGISTER DESIGNATION, MILLS ACT CONTRACT, AND CEQA EXEMPTION FOR 535 EAST 9TH AVENUE (HP 16-0005) -**
Request the City Council approve the listing of the residence at 535 East 9th Avenue on the City's Local Register of Historic Places; enter into a Mills Act contract with the property owner; and approve the CEQA Exemption.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2016-158

10. **LOCAL REGISTER DESIGNATION, MILLS ACT CONTRACT, AND CEQA EXEMPTION FOR 440 EAST 7TH AVENUE (HP 16-0006) -**
Request the City Council approve the listing of the residence at 440 East 7th Avenue on the City's Local Register of Historic Places; enter into a Mills Act contract with the property owner; and approve the CEQA Exemption.

Staff Recommendation: **Approval (Community Development Department: Bill Martin**

RESOLUTION NO. 2016-159

11. **LOCAL REGISTER DESIGNATION, MILLS ACT CONTRACT, AND CEQA EXEMPTION FOR 1106 SOUTH JUNIPER STREET (HP 16-0007) -**
Request the City Council approve the listing of the residence at 1106 South Juniper Street on the City's Local Register of Historic Places; enter into a Mills Act contract with the property owner; and approve the CEQA Exemption.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2016-160

CURRENT BUSINESS

12. **FINANCIAL STATUS REPORT AND BUDGET ADJUSTMENT FOR FISCAL YEAR 2015/16 -**
Request the City Council receive and file the annual financial status report for Fiscal Year 2015/16 and approve the budget adjustment that recommends using the year-end General Fund surplus of $1,961,000 to fund specific department funding requests totaling $232,000, to transfer $500,000 to the Workers Compensation Fund Reserve, to transfer $200,000 to the General Liability Fund Reserve and to adopt Resolution No. 2016-167. The Resolution recommends transferring $529,000 to a newly established "Pension Rate Smoothing Reserve" and transfer the remaining balance of $500,000 to the General Fund Reserve. The year-end Reserve balance will be $17,392,319.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2016-167

13. **PROPOSED CHANGES TO ANNUAL INVENTORY OF CITY FEES -**
Request the City Council approve authorizing new City fees; making changes to certain existing fees for service; and deleting fees for services that are no longer used.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2016-147

FUTURE AGENDA

14. **FUTURE AGENDA -**
The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
November 2	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
November 9	-	-	No Meeting	-
November 16	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
November 23	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at http://www.escondido.org/city-clerks-office.aspx

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at http://www.escondido.org/meeting-agendas.aspx
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

The City Council is scheduled to meet the first four Wednesdays of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)
Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers Financing Authority and the Mobilehome Rent Review Board.

CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 4
Date: October 26, 2016

TO: Honorable Mayor and City Council

FROM: Bill Martin, Director of Community Development

SUBJECT: Mills Act Contract for the Property at 178 Howell Heights Drive (Case HP 16-0009)

APPLICANT: Grecia Gonzalez

RECOMMENDATION:

1. Authorize entering into a Mills Act Contract by adopting Resolution No. 2016-161.
2. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS:

In compliance with CEQA Section 15331, "Historical Resource Restoration/Rehabilitation," a Notice of Exemption was prepared on September 28, 2016.

FISCAL ANALYSIS:

Approval of the Mills Act Contract would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City on this property is estimated to be less than $200. The City has currently entered into 87 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately $20,800.

GENERAL PLAN ANALYSIS:

The property is located within the Suburban (S) land use designation of the General Plan. Historic & Cultural Resources Policy VII.G encourages the preservation of buildings and areas with special and recognized historic and architectural value.

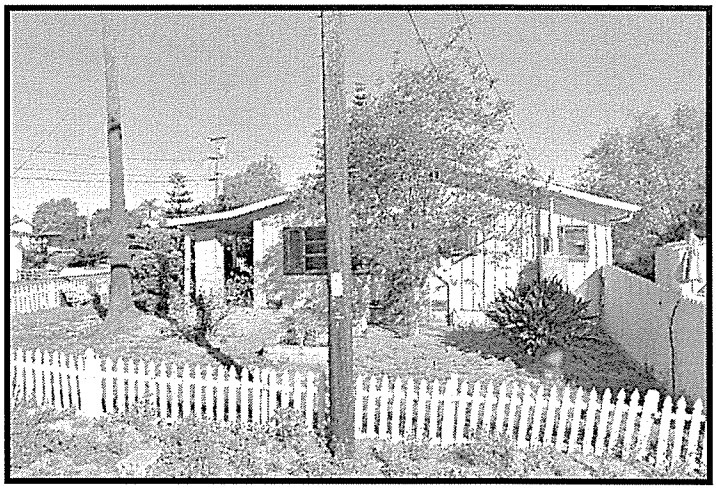
ZONING:

The property is located within the R-1-10 (single family, 10,000 SF minimum lot size) zone.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:

The Historic Preservation Commission (HPC) voted to recommend approval of entering into a Mills Act Contract on October 4, 2016. The Commission requested two changes to the contract's Improvement List: 1) Add an item specifying that the existing non-historic front door would be replaced with a period-appropriate door, and; 2) Amend the item regarding driveway pavers such that a standard concrete driveway would also be acceptable.

BACKGROUND:



The subject property, addressed as 178 Howell Heights Drive (APN 232-190-2000), is a 0.133 acre hilltop lot on the northeast corner of Howell Heights Drive and West 2th Avenue. The property includes a small rectangular Craftsman Bungalow built in 1936 by Melville and Hazel Howell for their daughter Bessie and her husband John Anderson. The Howells also owned land south of town which they sold in 1915 which later became Scripps's Ranch. Melville and Hazel Howell chose to stay in Escondido and lived in the house across the street from the subject property at 151 Howell Heights Drive. In 1992 both properties were officially listed on the City's Local Register of Historic Places. The current owner desires to enter into a Mills Act contract for the subject property's continued preservation.

ANALYSIS:

The present applicant was asked by staff to provide additional information regarding the property's history to help update the City's files. The applicant has conducted the required historic research and has provided the information in the required State Department of Parks and Recreation form format. The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate to meet current requirements.

Mills Act Contract: The Mills Act is a provision in state law that enables owners of designated historic properties to voluntarily enter into a preservation contract with the City and receive a reduction in their property taxes. The contract runs for ten years and it is automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the owner make a commitment to maintain the property and complete other improvements (see Attachment 'B' of the contract). Under the terms of the Mills Act, owners can list appropriate improvement projects they have already done, are doing currently and can also include additional projects in the future with prior HPC or Planning Division approval. All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review.

CONCLUSION:

By approving the Mills Act, the City would be incurring a small loss per year of property tax revenue. This will provide the property owner a tax savings that will be earmarked for preserving the property.

Respectfully submitted,

Bill Martin
Director of Community Development

Paul K. Bingham
Assistant Planner II

ATTACHMENT "A"

LEGAL DESCRIPTION

The following describes real property in the City of Escondido, County of San Diego, State of CALIFORNIA:

Lot 1 in Block 3 of Howell Heights Subdivision, in the City of Escondido, County of San Diego, State of California according to the Map thereof No. 2577 filed in the office of the County Recorder of San Diego County, July 14, 1949.

Commonly known as: 178 Howell Heights Drive, Escondido, CA 92025

APN: 232-190-20-00

ATTACHMENT "B"

Mills Act Application
List of Improvements

Property Address: 178 Howell Heights Drive
Property Owners: Grecia Gonzalez and Samuel Ramos

1. Regrade and relandscape yard area to insure water drains away from house.
2. Replace the front door with a period-appropriate door.
3. Replace existing screen door with a period-appropriate screen door similar to those on the rear of the house.
4. Replace exterior light fixtures with period-appropriate fixtures.
5. Replace gravel driveway with one made of pavers or solid concrete to reduce wear and tear to porches and house interior.
6. Repair/replace perimeter picket fencing.
7. Repair/restore the front porch floor altered by a previous owner.
8. Rehabilitate existing casement windows as needed.
9. Repaint exterior of residence.
10. Reroof residence.

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HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: October 4, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 178 Howell Heights Drive (case number HP16-0009)

1. Mills Act contract request and
2. Consideration of the proposed CEQA exemption

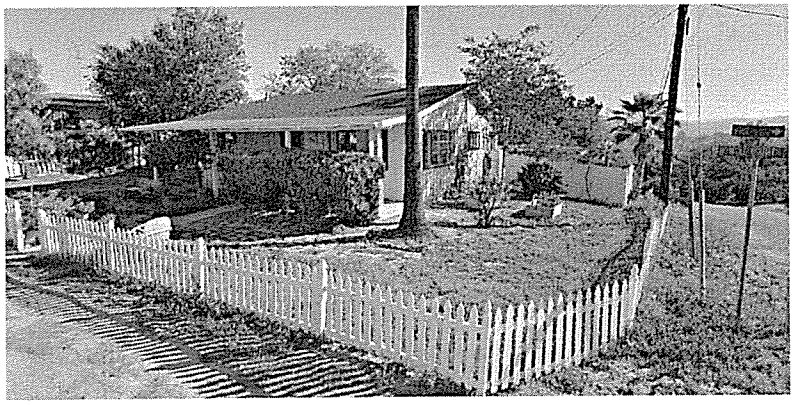
RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey
A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

Local Register of Historic Places Listing
The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying
The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. The revised Historic Ordinance 92-409, adopted by Council on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The subject property was approved for listing on the City's Local Register on April 7, 1992. The current owner is currently requesting to enter into a Mills Act contract.



The subject property at 178 Howell Heights Drive (APN 232-190-2000) consists of .133 acre with a single story Craftsman Bungalow built in 1936. The simple rectangular residence is clad in board-and-batten siding and sits at the top of West 2nd Avenue with a commanding view of the valley below.

Besides the rear French doors, casement windows are used throughout. The house was built by Melville and Hazel Howell for their daughter Bessie and her husband John Anderson. The Howell family came to Escondido in 1911 from Chicago. Hiking to the top of this hill the next day, Mr. Howell declared that he had "found paradise." He subsequently bought the entire hill and a large portion of land to the south. Much of the southern portion he sold in 1915 to the Scripps family, which later became Scripp's Ranch. The Howell family's original main house is located across the street at 151 Howell Heights Drive and is also on the Local Register. The subject property was purchased and remodeled by SK Ventures in 2015 beofre being resold in 2016. The present owner and applicant desires to enter into a Mills Act contract for the further preservation of this property.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format State Department of Parks and Recreation forms (see attached). The information provided by the applicant, includes more complete historical background and descriptive analysis of the architectural style and will add to what is currently included in the City's survey.

Local Register of Historic Places Listing

This resource was placed on the Local Register by previous Historic Preservation Commission and Council actions taken on April 7, 1992.

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and adequate improvements have been listed.

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II

Mills Act Application
List of Improvements

Property Address: 178 Howell Heights Drive
Property Owners: Grecia Gonzalez and Samuel Ramos

1. Regrade and relandscape yard area to insure water drains away from house
2. Replace existing screen door with a period-appropriate screen door similar to those on the rear of the house
3. Replace exterior light fixtures with period-appropriate fixtures
4. Replace gravel driveway with one made of pavers to reduce wear and tear to porches and house interior
5. Repair/replace perimeter picket fencing
6. Repair/restore the front porch floor altered by a previous owner (planned)
7. Rehabilitate existing casement windows as needed
8. Repaint exterior of residence
9. Reroof residence

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RECEIVED
SEP 12 2016
PLANNING DIVISION

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

FOR INTERNAL USE ONLY	
Case No.	HP 16 - 0009
Date Submitted:	9/12/16
Project Planner:	P.B
Fees:	NA
Receipt No.:	NA
☐ Incomplete	Date of Notice
☐ Complete	Date

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Grecia Gonzalez
Address: 178 Howell Heights Dr
City, State, Zip: Escondido, CA 92025
Phone: (760) 803-7871
Fax:
E-mail: grecia-go@yahoo.com
Signature:

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Grecia Gonzalez
Address: 178 Howell Heights Dr.
City, State, Zip: Escondido, CA 92025
Phone: (760) 803-7871
Fax:
E-mail: grecia-go@yahoo.com
Signature:
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 178 Howell Heights Dr
Assessor's Parcel Number: 232-190-20 00
Historic Name:

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☑ Local ☐ State ☐ National
Date of Designation:
Local Register Listing: ☑ Yes ☐ No
Date of Listing: April 7, 1992

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

Improved landscaping to encourage water drainage away from house; Install historically appropriate screen door at front entrance to match screen doors leading to back yard; Install historically appropriate light fixtures around exterior of house to improve security outside; Remove gravel and install bricks on driveway to prevent outdoor dirt and debris from damaging original hardwood floors; Inspect wooden picket fence and repair or replace when needed; Assess windows periodically and rehabilitate as necessary; Assess paint and repaint when needed; Replace roof when needed.

Signatures. Applicant and property owner signature lines must be signed, even if the applicant and property owner are the same. The signature of the architect and/or engineer is also required if drawings are submitted by professional architects and/or engineers.

Applicant

As part of this application the applicant hereby agrees to defend, indemnify and hold harmless the City of Escondido, its Council, boards and commissions, officers, employees, volunteers, and agents from any claim, action, or proceeding against the City of Escondido, its Council, boards and commissions, officers, employees, volunteers and agents, to attack, set aside, void or annul an approval of the application or related decision, including environmental documents, or to challenge a denial of the application or related decisions. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. The applicant shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth herein. The applicant shall pay to the City upon demand any amount owed to the City pursuant to the indemnification requirements prescribed.

By signing below, I hereby certify that the application I am submitting, including all additional required information, is complete and accurate to the best of my knowledge. I understand that any misstatement or omission of the requested information or of any information subsequently requested may be grounds for rejecting the application, deeming the application incomplete, denying the application, suspending or revoking a permit issued on the basis of these or subsequent representations, or for the seeking of such other and further relief as may seem proper by the City of Escondido.

Applicant: _____ Date: 09/10/19

Property Owner

By signing below, I hereby certify under penalty of perjury, that I am the owner of record of the property described herein and that I consent to the action requested herein. All other owners, lenders or other affected parties on the title to the property have been notified of the filing of this application. Further, I hereby authorize City of Escondido employees and officers to enter upon the subject property, as necessary to inspect the premises and process this application.

In order to facilitate the public review process, the City requires that property owners agree to allow any plans or drawings submitted as part of the application to be copied for members of the public. Property owner(s) hereby agree to allow the City to copy the plans or drawings for the limited purpose of facilitating the public review process.

Property Owner: _____ Date: 09/10/19

Architect/Engineer

In order to facilitate the public review process, the City requires that architects and engineers agree to allow any plans, drawings, studies or reports submitted as part of the application to be copied for members of the public. Architect/Engineer hereby agrees to allow the City to copy the plans, drawings, studies or reports for the limited purpose of facilitating the public review process.

Architect: _____ Date: _____

Engineer: _____ Date: _____

State of California --- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code Reviewer Date

Page 1 of 3 *Resource Name or #: (Assigned by recorder) 178 Howell

P1. Other Identifier: Anderson-Howell Home

*P2. Location: ☐ Not for Publication ☑ Unrestricted

*a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T ____; R ____; ____ ¼ of ____ ¼ of Sec ____; ____ B.M.

c. Address 178 Howell Heights Dr. City Escondido Zip 92025

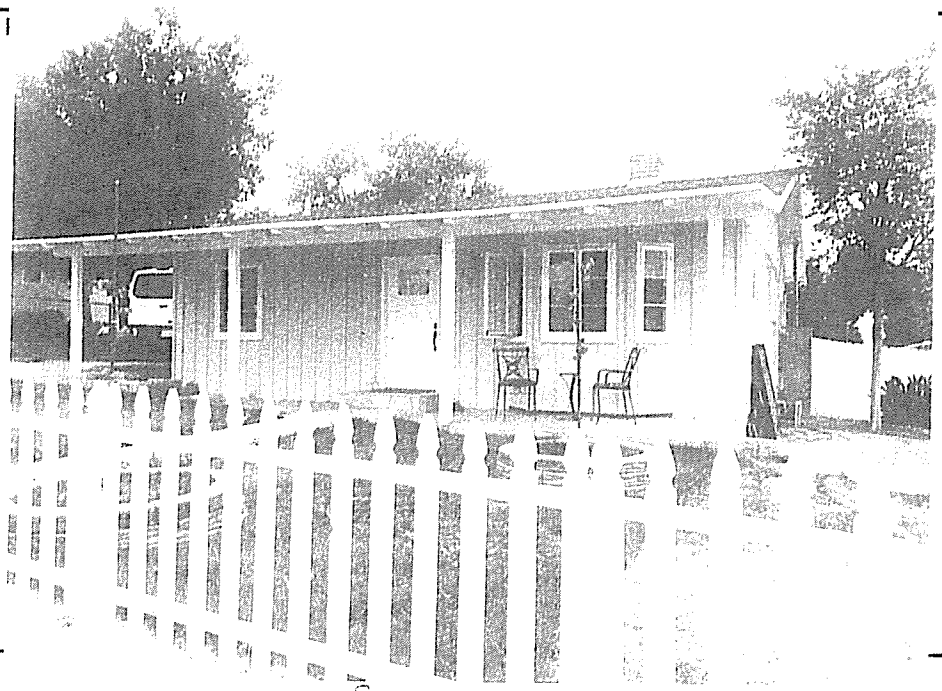
d. UTM: (Give more than one for large and/or linear resources) Zone ____, ____ mE/ ____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) 232-116-26-00

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
This is a single story building with a gable roof and board and batten siding. It is constructed of wood and concrete and is in great condition. The building is located on the corner of Howell Heights and 2nd avenue. There is a porch along the entire face of the building. The front door is centered on the face of the building.

*P3b. Resource Attributes: (List attributes and codes) HP2. Single family property

*P4. Resources Present: ☑ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



P5b. Description of Photo:
(view, date, accession #)

*P6. Date Constructed/Age and Source:
☑ Historic ☐ Prehistoric ☐ Both
1936 / 79 years / previous owners

*P7. Owner and Address: Grecia Gonzalez, 178 Howell Heights Dr., Escondido, CA 92025

*P8. Recorded by:
(Name, affiliation, and address)
Grecia Gonzalez, Owner, 178 Howell Heights Dr.

*P9. Date Recorded: 09/10/16

*P10. Survey Type: (Describe) Reconnaissance, Purpose of survey Historical designation

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Historic Resources Inventory City of Escondido

*Attachments: ☐ NONE ☐ Location 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):

State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

*NRHP Status Code 3S

Page 2 of 3 *Resource Name or #: (Assigned by recorder) 178 Howell

B1. Historic Name:

B2. Common Name:

B3. Original Use: family dwelling

B4. Present Use: family dwelling

*B5. Architectural Style: Craftsman Bungalow

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

Constructed c 1916, porch later added

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

*B8. Related Features:

shed on north corner of lot

B9a. Architect: Unknown b. Builder: Unknown

*B10. Significance: Theme Residential architecture Area: Escondido

Period of Significance: _____ Property Type: family dwelling Applicable Criteria: _____

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

The Howell family moved to California from Chicago in 1911. The Howells purchased the land which is now known as Howell Heights. In 1915 the Scripps family purchased a portion of this land. A home for Doila Scripps, daughter of E.W. Scripps, was constructed on that land. In 1936, Melville and Hazel Howell constructed this building as a home for their daughter Bessie Anderson and her husband John.

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

*B12. References:

City of Escondido [illegible] Historic Resources Inventory

B13. Remarks:

*B14. Evaluator:

Grecia P. Gonzalez

*Date of Evaluation: 09/10/16

(This space reserved for official comments)

Sketch Map with north arrow required.

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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3 *Resource Name or #: (Assigned by recorder) 178 Howell

Recorded by: Grecia Gonzalez, owner Date: 9/10/16

☑ Continuation ☐ Update

P3a cont.

With a walkway leading up to it. There is a pair of casement windows to the left of the door. To the right there is a bay window composed of casement windows on the south side of the building there is a large multi-pane [illegible]. All of the windows on the building are casement windows [illegible] rear of the structure there is a vestibule with French doors [illegible] [illegible]

Family Transfers

When Bessie and John Anderson died, the house became property of Melville and Hazel Howell in 1960 When Melville Howell died in 1976, Hazel Howell became the sole owner of the property.

Sale History

1984 - Seller: Hazel Howell, Buyer: John Cobbe and Dieidre E. Cobbe

1986 - Seller: John Cobbe and Deidre E Cobbe, Buyer: Helen S. Simmons

TRANSFER 2015 - with the death of Helen S. Simmons, Jane B. Lorenz became the named successor trustee.

2015: Seller: Jane B. Lorenz, Norwood Lee Simmons and Helen S. Simmons

Buyer: SK ventures INC.

2016: Seller: SK ventures INC. Buyer: Grecia D. Gonzalez and Samuel L. Ramos

City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

Ser.No.
Natl. Reg. Status
Local Designation
Local Ranking Individ.Signif.

1. Historic Name Anderson-Howell House
2. Common or Current Name Anderson-Howell House
3. Number & Street 178 Howell Heights Drive

Cross-Corridor

City: Escondido Vicinity Only Zip 92025 County: San Diego

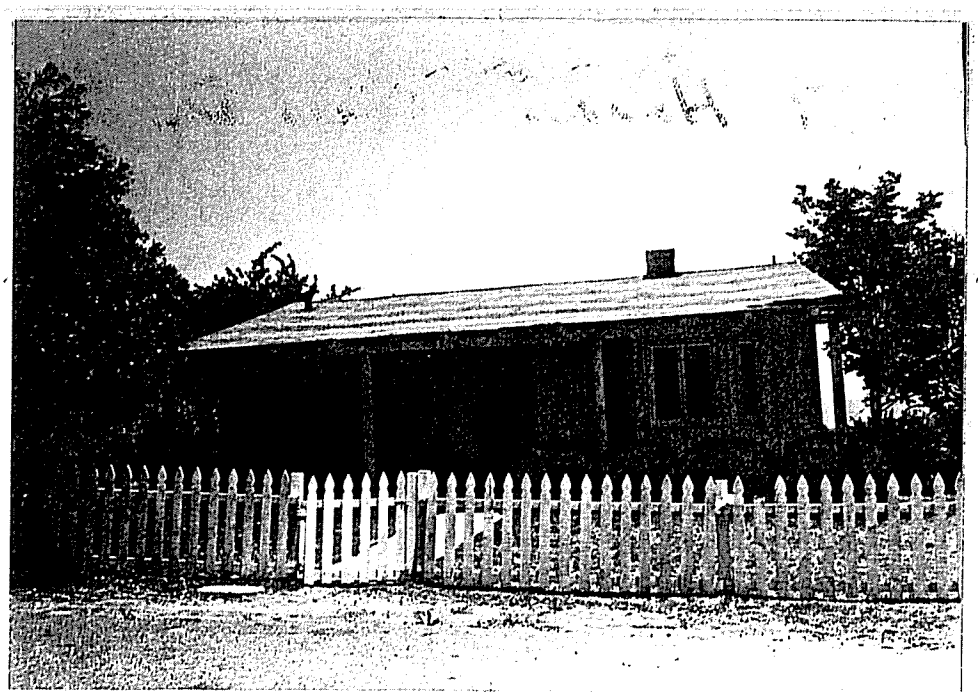
4. UTM zone A E4913,60 B N36637.30 C Zone 11 D
5. Quad map No. Parcel No. 232-190-20 Other

DESCRIPTION

6. Property Category If district,number of documented resources
7. Briefly describe the present physical appearance of the property,including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

This single story rectangular house is clad in board-and- batten siding. A carved sawn work board runs across the top of the board-and-batten. The gabled roof runs from side to side (north to south) and a porch (added later) runs clear across the front facade. The gables are clad in horizontal boards with a lathwork vent at the top. The centered front door has vertical planks. A slanted bay window to the right contains multi-paned casement windows. A pair of matching casement windows is placed on the other side of the front door. A large multi-paned window faces south. A recessed porch in the center of the rear (east) facade leads to a pair of french doors. Caseement windows are used throughout the rest of the house.

The architectural style is: Craftsman Bungalow
The condition is: good
The related features are: palm trees in front
The surroundings are: residential
The boundaries are:



8. Planning Agency
City of Escondido

9. Owner and Address
Hazel M. Howell
same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

HISTORICAL INFORMATION

14. Construction Date(s) c1936 Original location original site Date moved

15. Alterations & date porch added

16. Architect unknown Builder unknown

17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme exploration/settlement Area
Period Property Type Context formally developed?

19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

This house was built for the daughter of Melville Howell, Bessie Anderson and her husband, John. The Howell family came to Escondido in 1911 fgrom Chicago and purchased the land in what is now called Howell Heights. The Scripps family bought a large portion of the land in 1915 and built a home for their daughter, Dolla. In 1936, the Howells built this house for the Andersons. It is now occupied by Mrs. Melville Howell Jr.

20. Sources
Mrs. Melville Howell Jr. interview.

21. Applicable National Register criteria

22. Other Recognition:
State Landmark Number

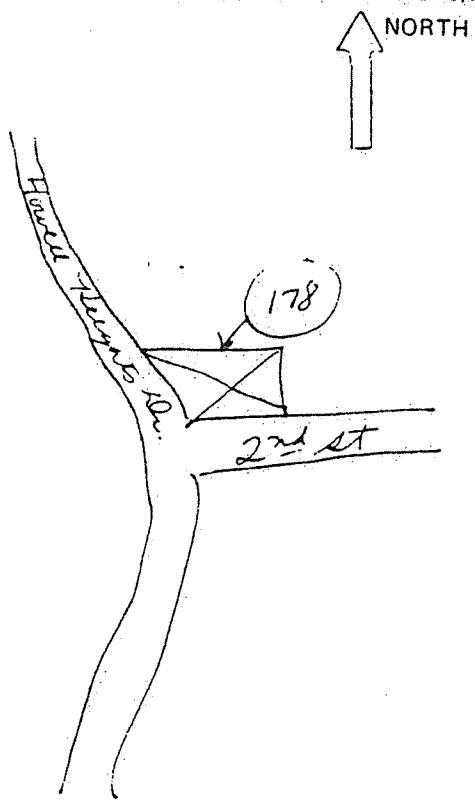
23. Evaluator
Date of Evaluation 1990

24. Survey type

25. Survey name

26. Year Form Prepared 1983
By(Name) Donald A. Cotton Associates
Organization Revised by AEGIS 1990
Address 111 Spring Street
City & Zip Claremont, CA 91711
Phone (714) 621 1207

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



NOMINATION REPORT FOR THE CITY OF ESCONDIDO LOCAL REGISTER OF HISTORIC PLACES

Address of Resource: 178 Howell Heights Drive

Existing Use: Residential

Zoning: R-1-10

General Plan Designation: Suburban

Tier Designation: Central/Tier 1

Construction Date: 1936

Meets Ordinance Criteria 1, 5 and 7 for Local Register Listing.

Justification for Register Listing:

This house was built for the daughter of Melville Howell, Bessie Anderson, and her husband John. The Howell family came to Escondido in 1911 from Chicago and purchased the land in what is now called Howell Heights. The Scripps family bought a large portion of the land in 1915 and built a home for their daughter, Dolla.

This single-story Craftsman bungalow is clad in board-and-batten siding with a gabled roof and a porch extending across the front. Additional elements include a slanted bay window with multi-paned casement windows, matching casement windows and a recessed porch int he rear leads to a pair of french doors.

Staff Recommendation:

Staff recommends this resource be placed on the Local Register.

Commission Action:

On April 7, 1992, the Commission unanimously approved staff's recommendation to place this resource in the Local Register.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and **[Insert Owner's Name]** (hereinafter referred to as "the OWNER").

Recitals

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

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

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNER agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNER shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
ii. Scrap lumber, junk, trash, or debris;
iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
iv. Stagnant water or excavations, including swimming pools or spas; and
v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on

the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNER shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNER is in compliance with this Agreement.

GG **OWNER'S INITIALS**

3. Inspections. The OWNER agrees to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNER'S compliance with this Agreement.

GG **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

G.G. OWNER'S INITIALS

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

GG OWNER'S INITIALS

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree 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 the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNER shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNER of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

G.G. OWNER'S INITIALS

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, 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 its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24 Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY:	City Clerk City of Escondido 201 N. Broadway Escondido, CA 92025
OWNER:	[Insert Owner's Name & Mailing Address]

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNER or an agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(***Remainder of page left intentionally blank.***)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNER have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Mayor

Dated: _____ By: _____
City Clerk

OWNER

Dated: _____ By: _____
[Insert Owner's Name]
(This signature must be notarized.)

Dated: _____ By: _____
[Insert Owner's Name]
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

From: City of Escondido
201 North Broadway
Escondido, CA 92025

Project Title/Case No.: HP 16-0009

Project Location - specific: Addressed as 178 Howell Heights Drive (APN 232-190-2000), located on the northeast corner of Howell Heights Drive and West 2nd Avenue.

Project Location - City: Escondido, **Project Location - County**: San Diego

Description of Project:
To approve a Mills Act contract for the 0.133-acre subject property which is already on the City's Local Register of Historic Places in the R-1-10 (Single-Family Residential, 10,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Grecia Gonzalez
Address: 178 Howell Heights Drive, Escondido, CA 92025
Telephone: (760) 803-7871

☒ Private entity ☐ School district ☐ Local public agency ☐ State agency ☐ Other special district

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-10 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham
Area Code/Telephone/Extension (760) 839-4306

Signature: Paul K. Bingham
Assistant Planner II

September 28, 2016
Date

☒ Signed by Lead Agency
Date received for filing at OPR:

☐ Signed by Applicant

Agenda Item No.: 4
Date: October 26, 2016

RESOLUTION NO. 2016-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, AKA AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH GRECIA DIANE GONZALEZ AND SAMUEL LEONEL RAMOS FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 178 HOWELL HEIGHTS DRIVE

(Case No. HP 16-0009)

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Grecia Diane Gonzalez and Samuel Leonel Ramos have submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 178 Howell Heights Drive (APN 232-190-20-00); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City's Local Register of Historic Resources on April 7, 1992; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31. "Historic Resources Restoration/Rehabilitation."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Grecia Diane Gonzalez and Samuel Leonel Ramos for the property located at 178 Howell Heights Drive. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

HP 16-0009

Resolution No. 2016-161
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Grecia Diane Gonzalez and Samuel Leonel Ramos (hereinafter referred to as "the OWNERS").

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

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

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNERS agree to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNERS shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
ii. Scrap lumber, junk, trash, or debris;
iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
iv. Stagnant water or excavations, including swimming pools or spas; and
v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNERS shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNERS within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNERS perform

work on the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNERS shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNERS are in compliance with this Agreement.

_____ **OWNERS' INITIALS**

3. Inspections. The OWNERS agree to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

_____ **OWNER' 'INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

additional year shall automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS: (a) have breached any of the conditions or covenants of this Agreement; (b) have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

_____ **OWNERS' INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNERS' INITIALS**

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree 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 the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNERS, the City shall give written notice to the OWNERS by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNERS to be in breach 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 or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNERS shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNERS,
their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNERS of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNERS shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNERS' obligations under this Paragraph shall survive termination of this Agreement.

_____ **OWNERS' INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, 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 its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24 Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY: City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

OWNERS: Grecia Diane Gonzalez & Samuel Leonel Ramos
178 Howell Heights Drive
Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____ By: _____
Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____ By: _____
Grecia Diane Gonzalez
(This signature must be notarized.)

Dated: _____ By: _____
Samuel Leonel Ramos
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

The following describes real property in the City of Escondido, County of San Diego, State of CALIFORNIA:

Lot 1 in Block 3 of Howell Heights Subdivision, in the City of Escondido, County of San Diego, State of California according to the Map thereof No. 2577 filed in the office of the County Recorder of San Diego County, July 14, 1949.

Commonly known as: 178 Howell Heights Drive, Escondido, CA 92025

APN: 232-190-20-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 178 Howell Heights Drive

Property Owners: Grecia Gonzalez and Samuel Ramos

1. Regrade and relandscape yard area to insure water drains away from house.
2. Replace the front door with a period-appropriate door.
3. Replace existing screen door with a period-appropriate screen door similar to those on the rear of the house.
4. Replace exterior light fixtures with period-appropriate fixtures.
5. Replace gravel driveway with one made of pavers or solid concrete to reduce wear and tear to porches and house interior.
6. Repair/replace perimeter picket fencing.
7. Repair/restore the front porch floor altered by a previous owner.
8. Rehabilitate existing casement windows as needed.
9. Repaint exterior of residence.
10. Reroof residence.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 5
Date: October 26, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Matilda Hlawek, Assistant Director of Human Resources

SUBJECT: Consulting Agreement for Employee Benefits Insurance Broker Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-162, authorizing the Mayor and City Clerk to execute a Consulting Agreement with Willis Insurance Services of California (Willis Towers Watson) for Benefits Insurance Broker Services.

FISCAL ANALYSIS:

Fees are capped at $153,000 each year (1.3 percent below the current contract of $155,000 per year), and included in the FY 16/17 budget.

PREVIOUS ACTION:

On October 5, 2011, the City Council adopted Resolution No. 2011-120, authorizing the Mayor and City Clerk to execute a Consulting Agreement with Willis Insurance Services of California.

BACKGROUND:

In 1992 the City Council approved a written policy that required a formal broker selection process for the City Health and Benefits programs every five years. Since June 6, 2006, Willis Towers Watson has been providing broker services for the City of Escondido. In January 2016, Willis Insurance Services merged with Towers Watson, and are now the company of Willis Towers Watson. The current five-year contract with Willis Towers Watson expires on December 31, 2016.

On May 9, 2016, a Request for Proposals (RFP) was released which sought proposals from qualified firms to perform Employee Benefit Insurance Broker Services. A total of three proposals were received from firms with excellent experience in employee benefit broker services. All three broker firms were invited to make presentations to an initial interview panel. The panel consisted of representatives from the City's Benefits division, Risk and Safety/Workers Compensation Division, and one Human Resources representative from another City. Of the three brokers who were interviewed, the panel recommended two finalists to advance to the final selection interview process.

The final selection interview panel consisted of the Director of Administrative Services and the Assistant Director of Human Resources. Based on the responses to the City's RFP, oral presentations, quoted fees for services, recommendations by both interview panels, and reference checks from current clients, it has been determined to be in the City's best interest to enter into a new contract with Willis Towers Watson.

Therefore, staff recommends that the City Council adopt Resolution No. 2016-162 authorizing the Mayor and City Clerk to execute a Consulting Agreement with Willis Towers Watson for the City's benefits insurance services beginning January 1, 2017 through December 31, 2021.

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

Matilda Hlawek
Assistant Director of Human Resources

Agenda Item No.: 5
Date: October 26, 2016

RESOLUTION NO. 2016-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH WILLIS INSURANCE SERVICES OF CALIFORNIA AS THE CITY'S CONSULTANT TO PROVIDE EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

WHEREAS, the Director of Administrative Services issued a Request for Proposals to address the City's requirement for employee benefits insurance broker services; and

WHEREAS, based on the information provided in the responses to the Request for Proposals, the oral presentations, quoted fees for services, recommendations by interview panels, and reference checks from current clients, the Director of Administrative Services has deemed that the most competent consultant to perform the necessary professional services is Willis Insurance Services of California ("Willis Towers Watson"); and

WHEREAS, the Director of Administrative Services recommends the execution of a Consulting Agreement ("Agreement"), attached as Exhibit "1" and incorporated herein, with Willis Towers Watson, in accordance with the Scope of Work attached as Attachment "A" to the Agreement; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California:

1. That the above recitations are true.

2. That the City Council accepts the recommendation of the Director of Administrative Services.

3. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Consulting Agreement with Willis Towers Watson to perform employee benefits insurance broker services for the City.

CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this first day of January, 2017

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Matilda Hlawek
760-839-4015
("CITY")

And: WILLIS INSURANCE SERVICES OF CALIFORNIA
("WILLIS TOWERS WATSON")
4250 Executive Square, Suite 250
La Jolla, CA 92037
Attn: Christie Barr
858-678-2133
("CONSULTANT")

Witness that whereas:

A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide employee benefits insurance broker consulting services; and

B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of $153,000. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.

5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement

6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.

7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.

8. Insurance.

   a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:

      (1) General liability insurance. Occurrence basis with minimum limits of $1,000,000 each occurrence, $2,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Aggregate; and

      (2) Automobile liability insurance of $1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and

      (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

      (4) Errors and Omissions professional liability insurance with minimum coverage of $1,000,000.

   b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

      Acknowledged by CONSULTANT _____

      Waiver appropriate by CITY _____

c. Each insurance policy required above must be acceptable to the City Attorney.

(1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

(2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

(3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.

(4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.

(5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

9. Indemnification. CONSULTANT (which in this paragraph 13 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following, except for liability, personal injury, property damage or death arising out of the City's negligence:

a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.

10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable. .

11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either expressed or implied, is created by the execution of this Agreement.

13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.

18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.

19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.

20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.

21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

_____
Sam Abed, Mayor

Date: _____

_____
Diane Halverson, City Clerk

Date: _____

WILLIS INSURANCE SERVICES OF CALIFORNIA
(WILLIS TOWERS WATSON)
4250 Executive Square, Suite 250
La Jolla, CA 92037

_____
Christie Barr, Senior Vice President

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT A

SERVICES

A. TERMS OF AGREEMENT

This Agreement expires on December 31, 2021.

B. SCOPE OF WORK

Specific responsibilities include:

1. Assist the City in developing long-range employee benefit goals and strategies.
2. Assist the City in administering group insurance plans, respond promptly to questions and provide accurate information to staff and provide other consulting services during the course of the plan year.
3. Assist the City with insurance carriers/vendors as needed in the resolution of problems, disputes and other issues during the course of the programs.
4. Assist the City in complying with laws and regulations related to employee benefits. Additionally, advise the City of new developments in employee benefit programs as well as Health Insurance Reform.
5. Monitor ongoing contracts, including plan administration, provider compliance with contracts, booklets, employee communication, and education materials.
6. Review claims experience census, claims service and claims administration to ensure maximum benefit to the City.
7. Determine and recommend the most economical funding method for benefit programs and assist in forecasting/budgeting.
8. Represent the City in negotiations with all providers on all issues, including those related to premiums, benefit levels, plan design, employee insurance issues, and special terms and conditions. Negotiate all changes and additions to contracts and ensure amendments are completed. Providers include all ancillary lines, communication materials provider, health fair provider, EAP, COBRA and Flexible Spending Accounts.
9. Meet with and provide reports to various City representatives including Human Resources/Benefits Division, City Council, City Management, employee groups and/or the Health Insurance Committee. Coordinate with City representatives on labor relations issues concerning group insurance and benefit programs.
10. Conduct benchmarking to ascertain employee's benefit needs, levels of satisfaction, benefits educational needs and any other pertinent information on local and/or national basis.
11. Assist the City with the implementation and communication of new programs or changes to existing programs. Includes communications development and attending/assisting employee meetings as required.
12. As requested by the City, prepare bid specifications; solicit bids from insurance markets which specialize in group insurance plans. Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, financial soundness, and identify the most

cost beneficial package from among the various bidders. Supply the City with original documents from all bid solicitations received.

13. Each year, Consultant shall provide the City with $15,000 in Health Fair and Employee Communication Materials (including interactive electronic open enrollment and new hire guides) or if the City waives the requirement for Health Fair and Employee Communication Materials in writing, Consultant shall add the $15,000 to the City's annual rebate.

C. COMPENSATION

1. Consultant shall solely be compensated from commissions paid by certain insurers who obtain business from the City of Escondido, up to $153,000 per year. Any commissions received as a result of services provided by Consultant to the City above $153,000 shall be paid to the City as a rebate.
2. Each year, Consultant will disclose to the City all commissions earned, and the associated rates, earned as a result of this Agreement, during the preceding calendar year, by January 31 of each year. Any rebate due to the City shall be paid in one payment no later than March 1st following the year the commissions are earned.
3. Consultant will receive commissions through the effective date of contract termination.
4. Any service not included in Scope of Work may result in additional fees. Consultant will review any additional services with the City prior to performing them and the City must be agree upon any additional fees in advance and in writing.

D. THIRD PARTIES

Third party administrators, utilization review companies, underwriting managers, or managing general agents may also earn and retain usual and customary commissions or other compensation for their roles in providing insurance products and services to the City. The City requires disclosure of the rate or amount of the compensation third parties will earn before the City purchases the coverage.

E. CONFLICT OF INTEREST

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, Consultant will act in the City's best interests at all times in providing services to the City. If a conflict arises for which there is no practical way of complying with this commitment, Consultant will promptly inform the City and withdraw from the engagement, unless the City wishes Consultant to continue to provide the services and will provide its written consent. Any taxes or charges upon the services provided hereunder now imposed or hereafter becoming effective during the Term of this agreement, shall be added to the price herein provided and paid by the City unless, in lieu thereof, the City provides Consultant with a valid tax exemption certificate acceptable to it.

F. COOPERATION

The City agrees to fully cooperate with Consultant to provide Consultant with timely information pertaining to performance of Consultant's duties.

G. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

1. Consultant agrees that neither it nor any of its subsidiaries, divisions, employees, agents or other persons or organizations over which is has control, if, at any time during the term of its relationship with the City, directly or indirectly make use of or disclose any information furnished to Consultant by the City or at the request of the City (the "Information") for any purposes other than in furtherance of the insurance brokerage and related services being provided by Consultant. It is understood by the parties hereto that Consultant may make in-house use of the information, and, in the ordinary course of rendering services to the City, may release to third parties all or any portion of the information that is relevant to the underwriting and pricing of risks and the processing of claims.
2. Upon the request of the City, Consultant agrees that all documents and records in its possession containing the information, including copies thereof, whether prepared by it or others, will be returned to the City. Consultant may, however, retain copies of documents and records which the City has agreed (which agreement will not be unreasonably withheld) are necessary for the conduct and proper recordkeeping of Consultant's business in accordance with Consultant's standard operating procedure.
3. Consultant will not disclose the Information to third parties or use the Information other than as set forth herein and/or as required by state or federal laws. However, this agreement shall not apply to any information:
    a. Which at the time disclosed or obtained is in the public domain;
    b. Which becomes part of the public domain through no act, omission or fault of Consultant;
    c. Which Consultant demonstrates was received by it from a third party, who had no confidentiality obligations to the City with respect thereto; or
    d. Which the law requires be disclosed by statute, regulations enacted pursuant to statute, the terms of a court-issued subpoena or other similar document; however. Consultant shall use its best efforts to give prior timely notice of such disclosure to the City. Such prior timely notice will be a minimum of ten (10) days unless ordered to turn over such information in less than ten (10) days by an administrative or judicial body of appropriate jurisdiction, in which case timely notice will be as soon as practicably possible.
4. The Director of Administrative Services is authorized to sign a Business Associate Agreement between City and Consultant to address privacy provisions as required by Health Insurance Portability and Accountability Act of 1966 and certain regulations promulgated by the U.S. Department of Health and Human Services are defined in the Business Associate Agreement.

H. CITY CONTRACT TEMPLATE MODIFICATIONS

1. The following terms in the City's contract template are modified as follows:

   a. Notwithstanding paragraph 8.a.(1) of this Agreement, Consultant shall not be required to provide $1,000,000 Products/Completed Operations Aggregate insurance.

   b. Notwithstanding paragraph 8.c.(4) of this Agreement, Consultant shall not be required to provide a General Liability policy that includes a products completed operations hazard.

   c. Notwithstanding paragraph 8.d. of this Agreement, Consultant shall have thirty (30) days to file completed insurance documents with the City.

ATTACHMENT B
WILLIS TOWERS WATSON REPRESENTATIVES

The City shall have the right and opportunity to approve or reject any proposed Willis Towers Watson benefits account representative(s) placed on the City of Escondido account. The City shall also have the opportunity to request a new account representative(s) if the service is unacceptable to the City at any time.

It is critical to the City's benefits programs that the persons currently working on the City of Escondido account remains consistent.

Accordingly, the persons critical to the City of Escondido's account are:

Senior Vice President: Christie Barr

Vice President: Jesus Mendoza

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 6
Date: October 26, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Dan Higbee, Construction Project Manager

SUBJECT: Notice of Completion for SUB13-0009 located at 2412-2418 South Escondido Boulevard

RECOMMENDATION:

It is requested that the City Council approve and accept the public improvements and authorize staff to file a Notice of Completion for SUB13-0009 located at 2412-2418 S. Escondido Blvd.

FISCAL ANALYSIS:

No direct fiscal impact.

PREVIOUS ACTION:

The final map was recorded on April 10, 2015.

BACKGROUND:

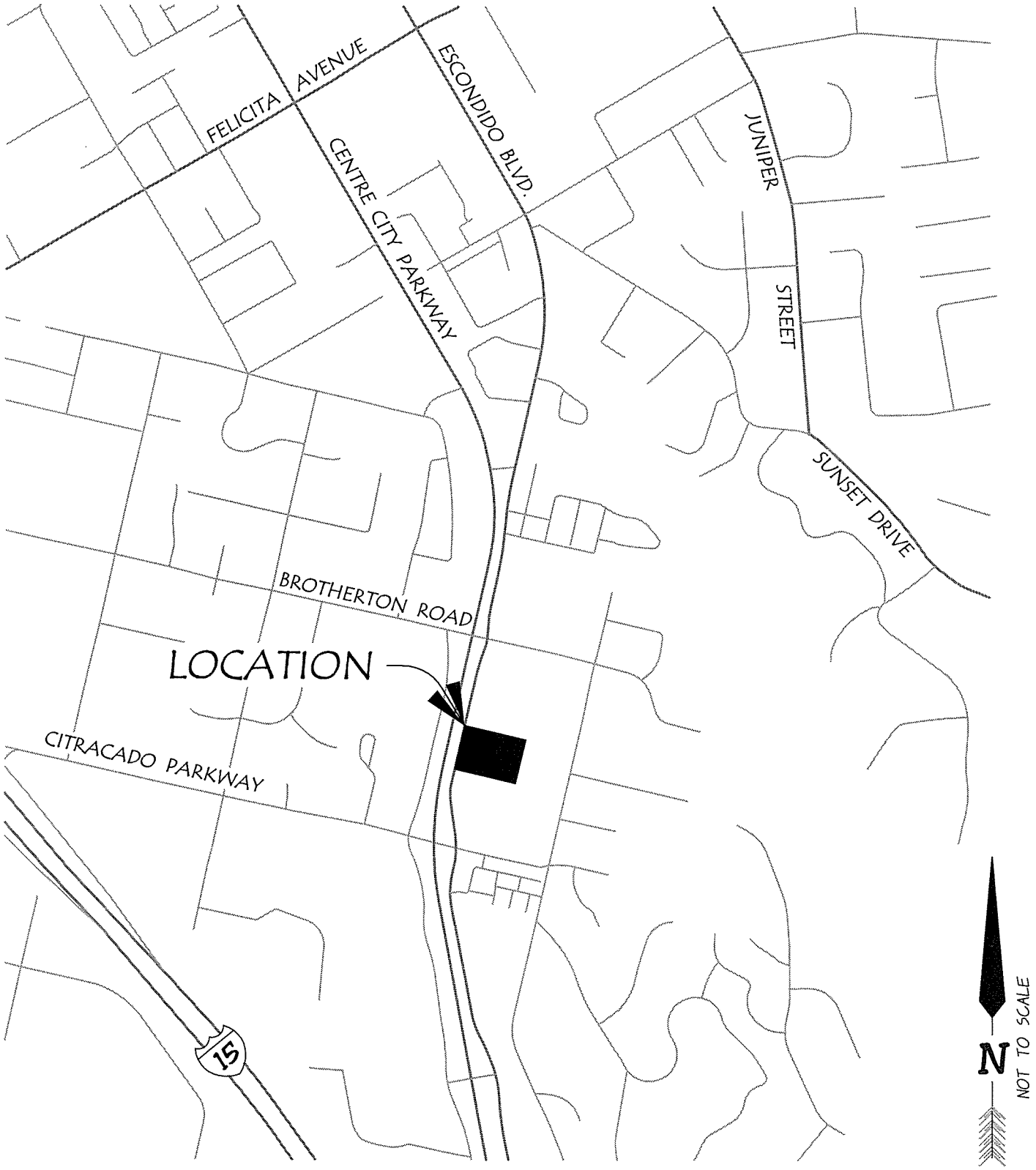
SUB13-0009 is a 76-unit residential condominium development located at 2412-2418 S. Escondido Boulevard. The project included the construction of new sidewalks, curb and gutter, pedestrian ramps, water and sewer lines, one new street light, an onsite bio retention basin, and water storage and reuse cisterns.

Respectfully submitted,

Edward N. Domingue
Public Works Director/City Engineer

Dan Higbee,
Construction Project Manager

SUB13-0009
2412 - 2418 S. ESCONDIDO BOULEVARD



NOTICE OF COMPLETION
CITY COUNCIL MEETING 10-26-2016

ESCONDIDO
City of Choice

Agenda Item No.: 7
Date: October 26, 2016

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE ESCONDIDO ZONING CODE, ARTICLES 10, 12, 13, 14, 26, 40, 55, 57, 63, 65, 66 AND 70 TO STREAMLINE VARIOUS DISCRETIONARY AND ADMINISTRATIVE REVIEW PROCESSES RELATED TO CONDITIONAL USE PERMITS FOR SMALL LOT DEVELOPMENTS, BACKUP/EMERGENCY GENERATORS, SECOND DWELLING UNITS IN THEOLD ESCONDIDO NEIGHBORHOOD, EASEMENT ACCESS, ANIMAL BOARDING, AND HOTELS/MOTELS; GRADING EXEMPTIONS; LISTING PROPERTIES ON THE LOCAL REGISTER OF HISTORIC RESOURCES; AND DESIGN REVIEW FOR CERTAIN SIGNS

APPLICANT: City of Escondido
PLANNING CASE NO.: AZ 16-0006

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 2. That the City council has reviewed and considered the Notice of Exemption prepared for this project and issued on September 22, 2016, in conformance with Title 14 California Code of Regulation, California Environmental Quality Act ("CEQA") Section 15061(b)(3) "General Rule", and has determined that all environmental issues have been addressed and finds that no significant environmental impact will result from approving these code amendments.

A COMPLETE COPY OF THIS ORDINANCE IS ON FILE IN THE OFFICE OF THE CITY CLERK FOR YOUR REVIEW.

Agenda Item No.: 8
Date: October 26, 2016

ORDINANCE NO. 2016-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT TRACT 920 BETWEEN THE CITY OF ESCONDIDO AND HENRY FARMS, LLC / HENRY RANCH, PARTNERSHIP

Planning Case No.: 2006-62-DA
Related Case TR920, 2005-27-CZ/GE/ CUP and ER 2005-19

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission in June 2007 and the City Council on this issue.

SECTION 2. That the City Council has reviewed and considered the Mitigated Negative Declaration (ER 2005-19) originally prepared for this project and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving this agreement.

SECTION 3. That upon consideration of the staff report, and all public testimony presented at the hearing held on this agreement, this City Council finds that the Development Agreement remains consistent with the Escondido General Plan and the Growth Management Ordinance (Article 68) of the Zoning Code.

A COMPLETE COPY OF THIS ORDINANCE IS ON FILE IN THE OFFICE OF THE CITY CLERK FOR YOUR REVIEW.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 9
Date: October 26, 2016

TO: Honorable Mayor and City Council

FROM: Bill Martin, Director of Community Development

SUBJECT: Local Register Designation and Mills Act Contract for 535 East 9th Avenue (Case HP 16-0005).

APPLICANT: Kristen Sepich

RECOMMENDATION:

1. Approve listing the residence on the City's Local Register by adopting Resolution No. 2016-158.
2. Authorize entering into Mills Act Contracts by adopting Resolution No. 2016-158.
3. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS:

In compliance with CEQA Section 15331, "Historical Resource Restoration/Rehabilitation," a Notice of Exemption was prepared on September 28, 2016.

FISCAL ANALYSIS:

Approval of a Mills Act Contract would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City on this property is estimated to be less than $200. The City has currently entered into 87 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately $20,800.

GENERAL PLAN ANALYSIS:

The property is located within the Urban I (U1) land use designation of the General Plan. Historic & Cultural Resources Policy VII.G encourages the preservation of buildings and areas with special and recognized historic and architectural value.

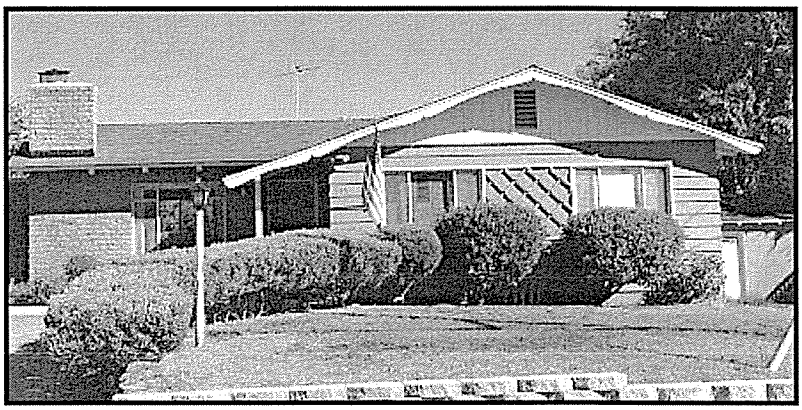
ZONING:

The subject property is located in the R-1-6 (Residential Single-Family, 6,000 SF minimum lot size) zone and within the Old Escondido Neighborhood historic district.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:

The Historic Preservation Commission (HPC) voted unanimously to recommend approval of adding the structure to the Local Register Listing and entering into a Mills Act Contract on October 4, 2016.

BACKGROUND:



The subject property, addressed as 535 East 9th Avenue is within the Old Escondido Neighborhood historic district and contains a single story Mid-Century "Storybook Ranch" residence built in 1953. According to records, the detached garage off the alley was added in 1961.

ANALYSIS:

Escondido Historical/Cultural Resources Survey: Because of the residence's construction date, it was not considered historic at the time of the City's Historic Survey (compiled in 1990). The applicant has conducted the required historic research and data collection, and has provided the information on the required State Department of Parks and Recreation forms (see attached). The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate for the purpose of determining the appropriateness of adding the structure to the Local Register.

Local Register Listing: Requests for listing resources on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request and receive property owner consent. Historic resources are evaluated against seven criteria found in Article 40, Sec. 33-794 of the Zoning Code. In order to qualify, a property must meet at least two of the seven criteria. Staff recommends listing the subject property on the Local Register of Historic Places since it meets two of the seven criteria as specifically detailed below:

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The structure was originally built circa 1953 and is currently 63 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of an enclave of Mid-Century houses on both sides of the street in this block. Several houses have been listed in the City's Local Register and one also has a Mills Act contract.

Mills Act Contract: The Mills Act is a provision in state law that enables owners of designated historic properties to voluntarily enter into a preservation contract with the City and receive a reduction in their property taxes. The contract runs for ten years and it is automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the owner make a commitment to maintain the property and complete other improvements (see Attachment 'B' of the contract). As indicated, future improvements at this property by the owner are planned and have been approved by the HPC. All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review, the issuance of a Certificate of Appropriateness, and may require Building permits.

CONCLUSION:

By designating the property on the Local Register, the Council will be furthering the preservation of historic resources associated with the history of Escondido. By approving a Mills Act Contract for this property, the City would be incurring a relatively small loss per year of property tax revenue. This will provide the property owner a tax savings that will be earmarked for preserving the property.

Respectfully submitted,

Bill Martin
Director of Community Development

Paul K. Bingham
Assistant Planner II

ATTACHMENT "A"

LEGAL DESCRIPTION

All that real property situated in the County of San Diego, State of California, described as follows:

Lot 15 and the Westerly 5 feet of Lot 14 of Boyle Subdivision, in the City of Escondido, County of San Diego, State of California, according to the Map thereof No. 3262, filled in the office of the County Recorder of San Diego County, July 11, 1955.

Assessor's Parcel Number: 233-551-04-00

ATTACHMENT "B"

Mills Act Application
List of Improvements

Property Address: 535 East Ninth Avenue
Property Owner: Kristen Sepich

1. Repaint house exterior.
2. Repair original windows or replace windows in the same openings with period-appropriate replacements.
3. Remove existing window air conditioner and repair wall.
4. Replace dilapidated yard fences and gates with era-specific fencing.
5. Replace old house electrical with modern and safer electrical system.
6. Add chimney cap for better fire protection.
7. Replace rusted rear patio awning supports.
8. Replace modern style security lighting with something more vintage.

ESCONDIDO
City of Choice

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.3
Date: October 4, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 535 East 9th Avenue (case number HP16-0005)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

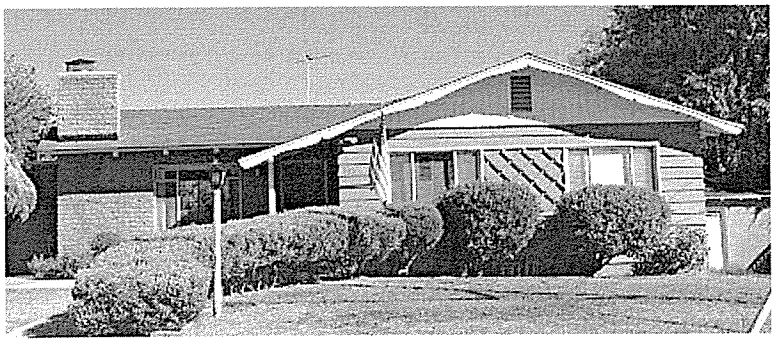
RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey
A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

Local Register of Historic Places Listing
The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying
The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. The revised Historic Ordinance 92-409, adopted by Council on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.



The subject property at 535 East 9th Avenue (APN 233-551-0400) consists of .17 acre with a single story Mid-Century Storybook Ranch residence. In spite of Assessor's Building Records showing to the contrary, a Notice of Completion indicates the residence was built in 1953 with a detached garage off the alley added in 1961. The house was built by Jim Rorex for William & Geraldine Beckman and occupied by them until after

William's passing in 2013. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

Local Register of Historic Places Listing

This request by the current owner, Kristen Sepich, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that two are required for Local Register listing approval*):

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Mid-Century Storybook Ranch residence was built in 1953 and is currently 63 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of an enclave of Mid-Century houses on both sides of the street and the west end of this block. Several are either in the City's Historic Survey or have already been listed on the City's Local Register. The residence directly across the street also has a Mills Act contract.

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and adequate improvements have been listed.

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II

Mills Act Application
List of Improvements

Property Address: 535 East 9th Avenue
Property Owner: Kristen Sepich

1. Repaint house exterior.
2. Replace windows in the same openings with period-appropriate replacements.
3. Remove existing window air conditioner and repair wall.
4. Replace dilapidated yard fences and gates with era-specific fencing.
5. Replace old house electrical with modern and safer electrical system.
6. Add chimney cap for better fire protection.
7. Replace rusted rear patio awning supports.

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

FOR INTERNAL USE ONLY	
Case No.:	HP16-0005
Date Recievec:	7/21/16
Received By:	P.B.
Fees Recieved.:	NA
Date Approved:	NA
Application:	☐ Incomplete
	☐ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☑ Local Register

Applicant: Kristen Sepich
Address: 535 East 9th Ave
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 619-368-4798 (W) 760-290-2400

Present Property Owner: Kristen Sepich
Address: 535 East 9th Ave
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 619-368-4798 (W) 760-290-2400

Address of Site/Structure: 535 East 9th Ave
Assessor Parcel No.: 233-551-04-00

Present Land Use: Single Family Home
General Plan Designation:
Tier/Neighborhood:

Common Name/
Historic Name: Beckman House
Architural Style: Mid-century Storybook Ranch

Zoning:
Related Case File:

Put answers to questions 1-3 on the reverse side of this form.

1. Please describe historical aspects of the site or structure as well as any other significant factors which may determine this as an Historic Resource (i.e., special aesthetics; cultural, architectural, or engineering factors; and any dates, events, or persons associated with the site or structure).

2. Has the site or structure been altered in any way from its original design? Explain.

3. Are there any known threats to the site or structure? (i.e., private development, zoning, vandalism, public works, structural damage, etc.)

SUBMITTAL REQUIREMENTS:

☑ Complete legal description of property
☑ List of past and present occupants/owners
☑ 1 copy of site plan
☑ Photos of exterior of structure/site
☑ Evidence that the property owner has consented to designating the Historic/Cultural Resource as an Historic Landmark/Local Register Property
☑ Chain of Title
☑ State of California Department of Parks and Recreation Forms 523a & b (attached)

Applicant Signature (Date)

Property Owner Signature (Date)

1. At 55 years old, the Beckman House is a classic depiction of Mid-Century Storybook Ranch style. This single-family home with detached 2 car garage was recently recognized by the Historic Preservation Commission and the community of Escondido for being an excellent example of a Mid-Century Storybook Ranch. The home is asymmetrical with a wide facade set parallel to the street. The white scalloped fascia along the gabled roof line and wooden muntin design on the facade of the house are classic characteristics of Mid-Century Storybook Ranch style. Additionally, the mixed use of horizontal rambling and masonry brick on the facade of the house and the low-pitched roof with wide eaves and exposed rafter tails are typical of this era.

2. The house may have been re-roofed prior to purchase. Otherwise, no changes have been made to the original design of the outside structure. A street-side mailbox was added to comply with Post Office requirements.

3. None

ESCONDIDO
City of Choice

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

FOR INTERNAL USE ONLY	
Case No.	HP16-0005
Date Submitted:	7/21/16
Project Planner:	P.G.
Fees:	NA
Receipt No.:	NA
☐ Incomplete	Date of Notice
☐ Complete	Date

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Kristen Sepich
Address: 535 East 9th Ave.
City, State, Zip: CA Escondido, CA 92025
Phone: (619) 368-4798
Fax: n/a
E-mail: kristensepiche@gmail.com
Signature: Kristen Sepich

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print):
Address:
City, State, Zip:
Phone:
Fax:
E-mail:
Signature:
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 535 East 9th Ave.
Assessor's Parcel Number: 233-551-04-00
Historic Name: Beckman House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☒ Local ☐ State ☐ National
Date of Designation:
Local Register Listing: ☐ Yes ☐ No
Date of Listing:

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

- Repaint white trim
- Add insulation for energy savings
- Update with energy saving windows (keeping era-specific look)
- Rebuild period-appropriate fence (current is in poor condition)
- Update electrical inside
- Removal of broken window air-conditioner (requiring wall repair)
- Addition of chimney cap
- Replace awning supports on back patio (rust repair needed)

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

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code Reviewer Date

Page 1 of 3 *Resource Name or #: (Assigned by recorder) Beckman House

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☑ Unrestricted

*a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad 5641298 Date 2012 T ____; R ____; ____ ¼ of ____ ¼ of Sec ____; ____ B.M.

c. Address 535 East 9th Ave. City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone ____, ____ mE/ ____ mN

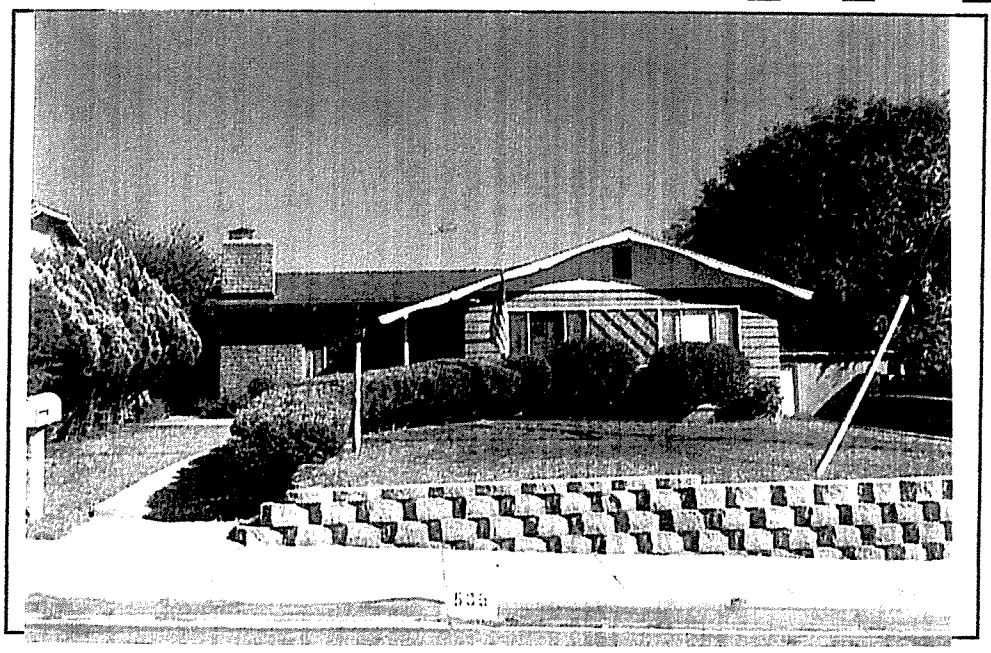
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Parcel # 4

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

This single-family home with detached 2 car garage was recently recognized by the Historic Preservation Commission and the community of Escondido for being an excellent example of a Mid-Century Storybook Ranch. The home is asymmetrical with a wide facade set parallel to the street. The white scalloped fascia along the gabled roof line and wooden muntin design on the facade of the house are classic characteristics of Mid-Century Storybook Ranch style. It also has horizontal rambling and masonry brick on the facade of the house and the low-pitched roof with wide eaves and exposed rafter tails.

*P3b. Resource Attributes: (List attributes and codes) HP2

*P4. Resources Present: ☑ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



P5b. Description of Photo:
(view, date, accession #) Front of house.

*P6. Date Constructed/Age and Source:
☑ Historic ☐ Prehistoric ☐ Both

*P7. Owner and Address: Kristen Sepich
535 East 9th Ave.
Escondido, CA 92025

*P8. Recorded by:
(Name, affiliation, and address)
Kristen Sepich, Owner
535 East 9th Ave. Escondido, CA 92025

*P9. Date Recorded: 07/12/2016

*P10. Survey Type: (Describe) Volunteer Effort- Historic Designation Application

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

*Attachments: ☐ NONE ☑ Location 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):

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

*NRHP Status Code _____

 *Resource Name or #: (Assigned by recorder) Beckman House

B1. Historic Name: Beckman House

B2. Common Name: Beckman House

B3. Original Use: Residential House

B4. Present Use: Residential House

*B5. Architectural Style: Midcentury Storybook Ranch

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

Construction Date: 1961
Exterior: House may have been re-roofed. A street-side mailbox was added to comply with Post Office requirements.

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

*B8. Related Features:

Separate Garage

B9a. Architect: Unknown b. Builder: Unknown

*B10. Significance: Theme Residential Architecture Area: Old Escondido Historic District

Period of Significance: Midcentury Property Type: Residential Home Applicable Criteria: N/A

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

At 55 years old, the Beckman House is a classic depiction of Mid-Century Storybook Ranch style. This single-family home with detached 2 car garage was recently recognized by the Historic Preservation Commission and the community of Escondido for being an excellent example of a Mid-Century Storybook Ranch. The home is asymmetrical with a wide facade set parallel to the street. The white scalloped fascia along the gabled roof line and wooden muntin design on the facade of the house are classic characteristics of Mid-Century Storybook Ranch style. Additionally, the mixed use of horizontal rambling and masonry brick on the facade of the house and the low-pitched roof with wide eaves and exposed rafter tails are typical of this era.

B11. Additional Resource Attributes: (List attributes and codes) (HP2)--Single Family Property

*B12. References:

Sketch Map with north arrow required.

B13. Remarks:

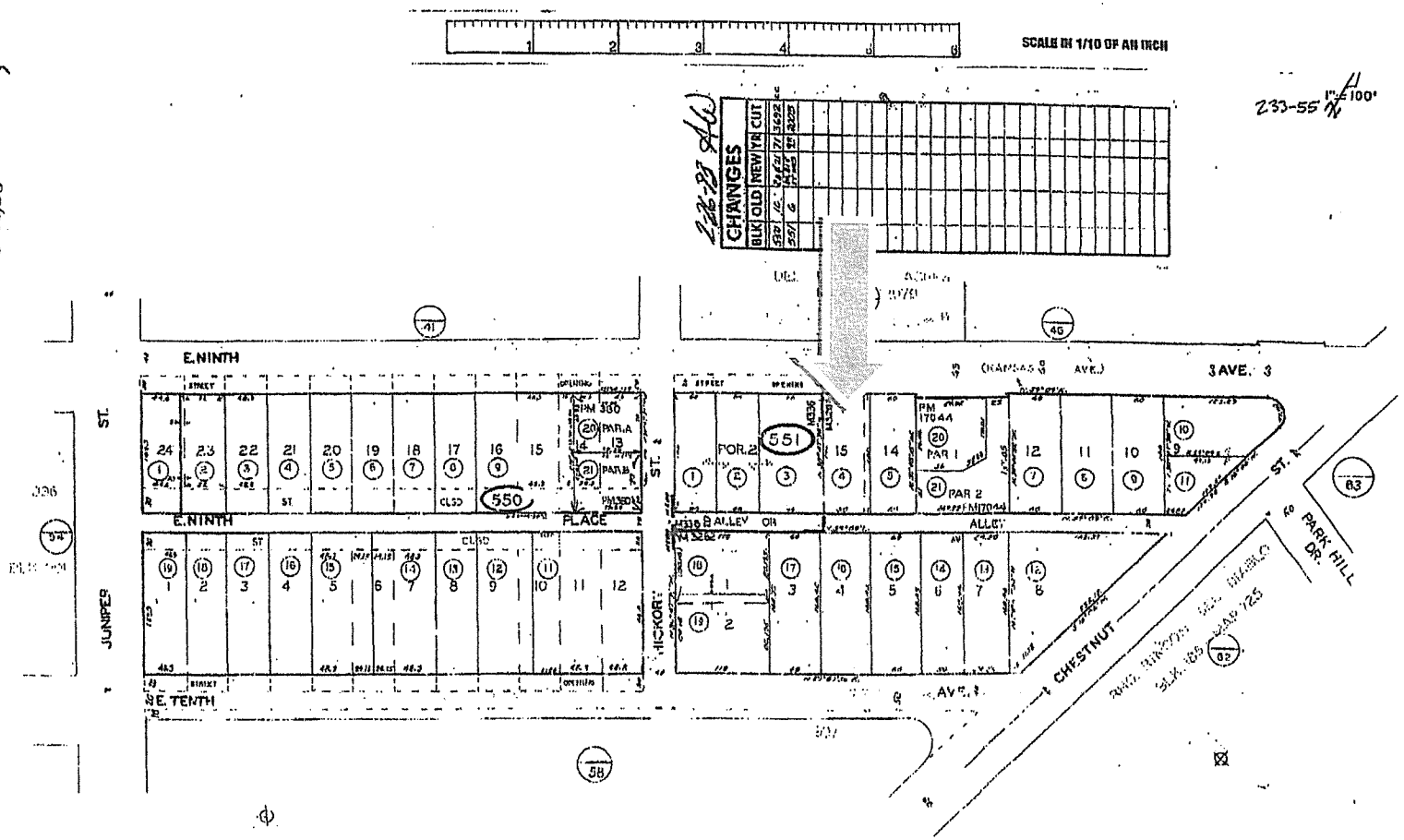
N/A

*B14. Evaluator:

*Date of Evaluation: _____

(This space reserved for official comments)

*Required information



MAP 3262 - DOYLE SUB
MAP 560 - ALDINE SQUARE
MAP 336 - ESCONDIDO - POR BLK 307

SAN DIEGO COUNTY ASSESSOR'S MAP DK 233 PG 55
MAPPED FOR ASSESSMENT PURPOSES ONLY

BOOK 4867 PAGE 60

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest stated below in the property hereinafter described;

2. The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
Harold B. Boyle (Name of Undersigned)	605 E. 9th Ave., Escondido, Calif. (Street and Number) (City and State)	owner
Clara A. Boyle (Names of other owners, if any)	605 E. 9th Ave., Escondido, Calif. (Street and Number) (City and State)	owner
	(Street and Number) (City and State)	
	(Street and Number) (City and State)	

3. A work of improvement on the property hereinafter described was COMPLETED on May 18, 1953;

4. The name of the CONTRACTOR, if any, for such work of improvement as a whole was Jim Rorax; (If no Contractor for work of improvement as a whole, insert "None.")

5. The property on which said work of improvement was completed is in the City of Escondido County of San Diego, State of California, and is described as follows:

Lot 2 in Block 307 of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County Recorder of San Diego County, July 10, 1886, EXCEPTING therefrom that portion thereof described as follows:

Commencing at the Northwesterly corner of said Lot 2; thence Easterly along the Northerly line of said Lot 2, a distance of 175 feet; thence Southerly along a line 175 feet Easterly of and parallel with the Westerly line of said Lot 2, a distance of 180 feet; thence Westerly along a line parallel with the Northerly line of said Lot 2, a distance of 175 feet to a point in the Westerly line of said Lot 2; thence Northerly along the said Westerly line, a distance of 180 feet to the point of commencement.

14

Dated MAY 23 1953 (If executed by a corporation affix corporation seal.)

Signature of Owner or Owners: Harold B. Boyle, Clara A. Boyle

STATE OF CALIFORNIA, County of San Diego, } ss.

Harold B. Boyle & Clara A. Boyle being duly sworn, says: That they is the owner of the aforesaid estate or interest in the property described in the foregoing notice; that ...he has read the same, and knows the contents thereof, and that the facts stated therein are true.

Harold B. Boyle
Clara A. Boyle

SUBSCRIBED AND SWORN TO before me

On 5/23/53

(Seal) BB Clark
Notary Public in and for said County and State.

SPACE BELOW FOR RECORDER'S USE ONLY

DOCUMENT NO. 72014
RECORDED REQUEST OF
Harold Boyle
MAY 25 1 03 PM '53
BOOK 4867 PAGE 60
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
ROGER N. HOWE, RECORDER
1.60
4
MEM

(If executed by a corporation use Corporation form verification on reverse side.)
(If executed by a partnership use Partnership form of verification on reverse side.)

COUNTY ASSESSOR
SAN DIEGO CO. CALIFORNIA

RESIDENTIAL BUILDING RECORD

BECKMAN, William

ADDRESS 535 E. 9TH

PARCEL ~~233-550-4~~ ~~30-173-14 & 15~~

SHEET 1 OF 1 SHEETS

DESCRIPTION OF BUILDING

233-551-04

CLASS & SHAPE	CONSTRUCTION	STRUCTURAL	EXTERIOR	ROOF	LIGHTING	AIR CONDITION
~~D6.0+8C~~	Light	X Frame	X Stucco on	Flat / Pitch	X Wiring	X Heating / Cooling
~~D6.5+8~~	Sub-Standard	" x " - "		X Gable 4/12 M	K.T. / Conduit	X Forced / Clean'g
ARCHITECTURE	X Standard	Sheathing	X Siding 1" x 10"	Hip /	B.X. / Cable	Gravity / Humid.
	Above-Standard	Concrete Block		Shed /	Fixtures	Wall Unit
1 Stories	Special	B.& B. / T.& G.		Cut Up	Few / Cheap	
TYPE		Brick	Shingle	Dormers	X Avg. / X Med.	Floor Unit
Use / Design	FOUNDATION	Adobe	Shake	X Roft. " x " - "	Many / Special	Zone Unit
X Single / X	X Concrete	X Floor Joist:	B.& B. / T.& G.	Gutters		X Central
Double	Reinforced	X 1st: " x " - "			PLUMBING	
Duplex	Brick	2nd: " x " - "	X Brick VNR	Shingle	Poor / X Std. / Spec	Bed
Apartment	Wood	Sub-Floor	Stone	X Shake		Bed
Flat-Court	Piers	X Concrete Floor	WINDOWS	Tile		Oil Burner
Hotel			D.H. / X Casement	Tile Trim	X Sink	FAM.
		Insulated Ceilings	X Metal Sash	Compo.;	X Laundry	M-B.T.U.
1 Units	Light / Heavy	Insulated Walls	X Screens	Compo. Shingle	X Water Htr.-Auto.	X Fireplace
					Water-Softner	

ROOM AND FINISH DETAIL

ROOMS	FLOORS B	1	2	FLOOR FINISH Material	Grade	TRIM	INTERIOR FINISH Walls	Ceilings
All		X		CARP	M	S	PL-PT	
Ent. Hall		1		SLATE				
Living		1						OPEN
Dining								
Bed		3						
Bed								
FAM.		1		LINO	M		TINC	
LDRY		1		LINO	M			
Kitchen		1		LINO	M	S	PLEN	

Drain Bd. Material: M Lgth: Ft. Splash:

CONSTRUCTION RECORD

Permit No.	For	Amount	Date	EFFEC. YEAR	APPR. YEAR	NORMAL % GOOD Age	Remain'g Life	Table	%	RATING (E,G,A,F,P) Cond.	Arch. Attr.	Func. Plan	Con-form	Storage Space Cupb'd	Closet	Work-m'nshp
615	D	15699	4-18-60		1	+1	61	R60	101	A	A+	A+	A	G	G	G
2433	G	1736	2-61	1961	1964	3	57	R60	97							
Pick up	PATIO		1964		1968	7	53	R60	93	G	G		A			G
				1961	1974	13	48	R60	91	G	G	A	A-			

BATH DETAIL

T, PLG

Fl.	No.	FINISH Floors	Walls	FIXTURES Wc.	La.	Tub	Type	Grade	SHOWER St.	O.T.	G.D.	Finish
1	1	LINO	PL-EN	1	1	1	M	M				
1	3/4	LINO	PL-EN	1	1		M	M	1			T,

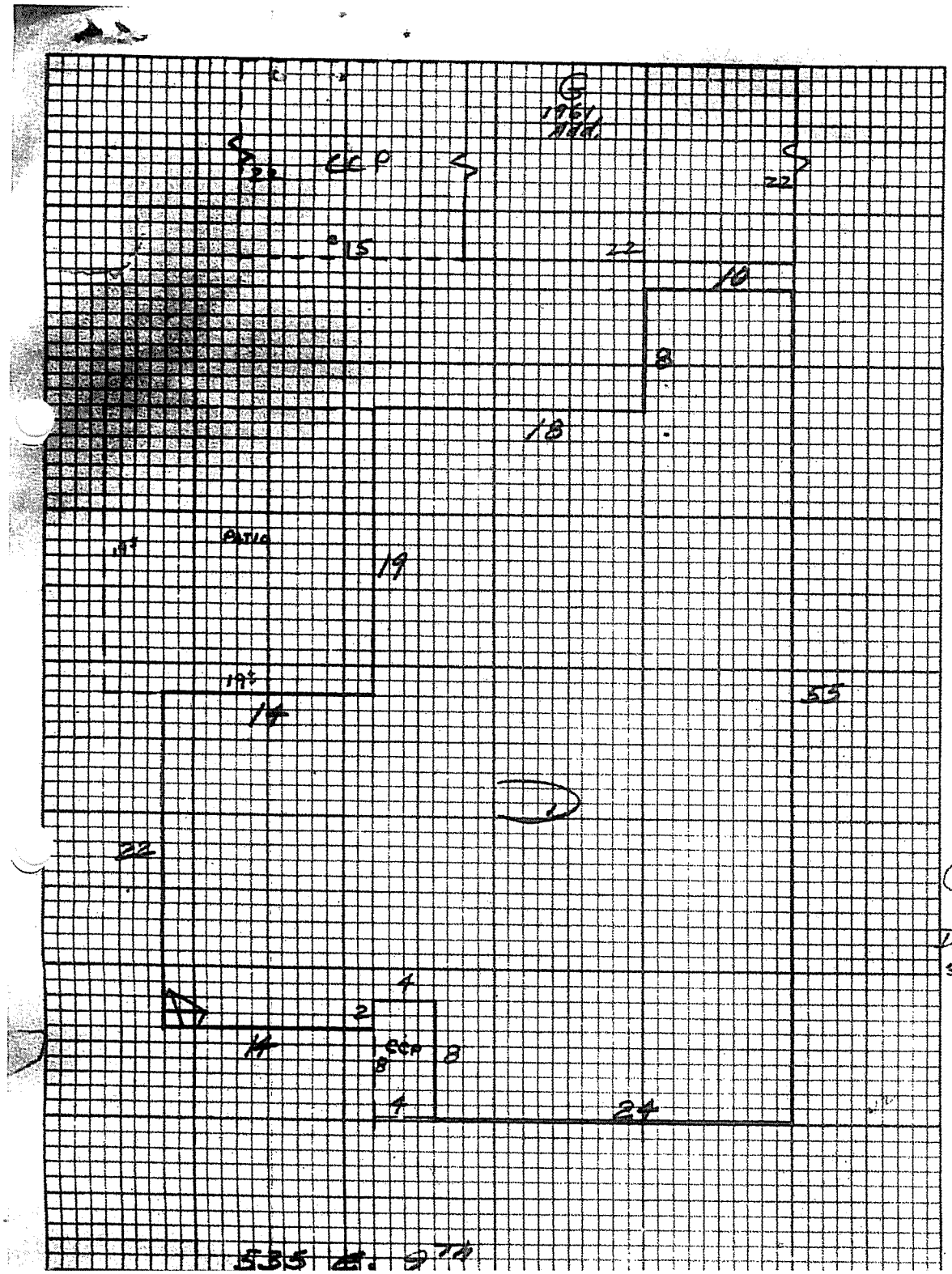
SPECIAL FEATURES

X	Book Cases		Built in Refrig.		Venetion Blinds
	Shutters	X	" " Oven & Plate	X	DISP
X	Vent Fan		" " Dishwasher	X	SL-GL-DR

X COVE CEILING

COMPUTATION

Appraiser & Date		MORSE McDONALD 6-16-61		S. Ross 12-13-61		R. Beckett 3/29/63		C. Pearson 1/1/66		78 Rec		Conway 8-26-77					
Unit	Area	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
	1672	9.00	15048	8.50	14212	8.60	14379	9.50	15884								
AC			800		450		580		580								
FP			500		550		550		550								
CCP	32	2.30	74		74		74		74								
Y-IMP			160		160		160		160				1100				
G SDR	484			2.70	1307		1307		1307								
Flat Asph.	700±			.15	105		105		105								
Fence	40±			2.50	100		100		100								
PATIO	361					1.70	614		614								
X-PLBG									580								
CC PATIO	e 330												1770				
TOTAL			16582		16958		17869		19954								
NORMAL % GOOD			101		101		97		93								
R.C.L.N.D			16748		17128		17333		18559								



MISCELLANEOUS STRUCTURES

Structure	Found	Cons.	Ext.	Roof	Floor	Int.	Size, etc.
FLAT		CONC		400#'s	@	40¢ =	.300
G (1961 Add)	Conc.	Fr.	St	G-Shake	Conc	Unf.	22x22
PATIO	CONC	FR.	OPEN	SHED	CONC	UNF	19x19
FLAT-	ASPH	@	1000#				.500
FENCE	5'	SB @	80'				.300
D6.5+8							

COMPUTATIONS

24 x 8 =	192	~~BoFo =~~	~~8.70~~
14 x 2 =	28	~~ADD 8 CORN @ 12~~	~~.16~~
42 x 20 =	840	~~PLUMB = 0~~	
28 x 19 =	532	~~ADD ROOF @ 8¢#'~~	~~.08~~
10 x 8 =	80	~~ADD EXCESS FDN = $50~~	~~.03~~
	1672		8.97

1964 BF	= 8.10	for D6.0+8 BF	= 7.90
.4 COR @ .02	= .08	~~+8 Cor @ .02~~	~~= .16~~
+ PLUMB	= .30	~~+ pmbg.~~	~~= .30~~
+ SHAKE	= .11	~~+ shake~~	~~= .11~~
	859		8.47

Remarks: 1. D UNDER CONSTR - TAKEN AS FIN. 1-16-61 MMJ

(2) G. lacks color coat & wiring. Factor by appraiser reflects "As Is" valuation. S. Rose 12-13-61

1) Class lowered to D6.0 to reflect mkt & equity. A

3.) NO ENTRY DUE TO RECENT APPRAISALS. R.L.B. 5-29-63

Chain of Title

1) William Beckman and Geraldine Beckman bought the property at 535 East 9th Ave (Lot 15) around 1955. Shortly after, in 1960, they purchased the Westerly 5 feet of Lot 14 of the Boyle Subdivision to extend their property. After they extended their property, the Beckmans began to build their charming Storybook Ranch home. In February of 1961, the Beckmans added a two-car garage to the property and in 1964, they added a cement patio.

   According to the San Diego Union-Tribune, William Beckman passed away in 1994. Geraldine Beckman was a resident of Escondido for 85 years and she was well-known and well-liked. Geraldine was known for her paintings and she also enjoyed square dancing, needlework, and playing the piano and organ. Geraldine passed away in her home in 2011. After Geraldine's death, the residence at 535 East 9th Ave went into the Beckman Family Trust.

2) Kristen Sepich bought the Mid-Century Storybook Ranch home from the Beckman Trust in 2015. Kristen Sepich is the current owner of 535 East 9th Ave.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and [**Insert Owners' Names**] (hereinafter referred to as "the OWNERS").

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY to retain its characteristics as a property of historical significance.

Agreement

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

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation of Property. The OWNERS agree to the preserve the PROPERTY and, when necessary, to restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code. In particular, the OWNERS agree to make all of the improvements identified in Attachment "B" during the initial term of this Agreement.

_____ **OWNER'S INITIALS**

3. Inspections. The OWNERS agree to permit the periodic examination of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

_____ **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on the date this Agreement is approved by a resolution of the City Council and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Upon receipt by the OWNERS of a notice of nonrenewal from the CITY, the OWNERS

may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS have breached any of the conditions or covenants of this Agreement or have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property. The CITY may also cancel this Agreement if it determines that the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in this Agreement.

KS **OWNER'S INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285. Notice of the hearing shall be mailed to the last known address of each owner of property within the same historic zone as the PROPERTY and shall be published in accordance with California Government Code section 6061.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the then current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions contained in this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

KS **OWNER'S INITIALS**

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree 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 the OWNERS as a result of the effect this Agreement will have on the assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

13. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

14. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

15. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

16. Binding Effect. This Agreement shall be binding on and inure to the benefit of all successors-in-interest of the OWNERS. A successor-in-interest shall have the same rights and obligations under this Agreement as the OWNERS.

17. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

18. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

19. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

20. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

21. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY:	City Clerk City of Escondido 201 N. Broadway Escondido, CA 92025
OWNERS:	**[Insert Names and Mailing Address]**

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

22. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

23. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Lori Holt Pfeiler, Mayor

Dated: _____ By: _____
Marsha Whalen, City Clerk

OWNERS

Dated: 07/12/2016 By: _____
[Insert Name]
(This signature must be notarized.)

Dated: _____ By: _____
[Insert Name]
(This signature must be notarized.)

Dated: _____ By: _____
[Insert Name]
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

From: City of Escondido
201 North Broadway
Escondido, CA 92025

Project Title/Case No.: HP 16-0005

Project Location - specific: Addressed as 535 East 9th Avenue (APN 233-551-0400), located on the south side of East 9th Avenue between South Hickory Street and Chestnut Street.

Project Location - City: Escondido, **Project Location - County**: San Diego

Description of Project:
To approve the Local Register listing and a Mills Act contract for the 0.17-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:
Name: Kristen Sepich
Address: 535 East 9th Avenue, Escondido, CA 92025
Telephone: (619) 368-4798

☒ Private entity ☐ School district ☐ Local public agency ☐ State agency ☐ Other special district

Exempt Status:
Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham
Area Code/Telephone/Extension (760) 839-4306

Signature: Paul K. Bingham
Assistant Planner II

September 29, 2016
Date

☒ Signed by Lead Agency
Date received for filing at OPR:
☐ Signed by Applicant

Agenda Item No.: 9
Date: October 26, 2016

RESOLUTION NO. 2016-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, LISTING THE RESIDENTIAL STRUCTURE ON THE PROPERTY ADDRESSED AS 535 EAST 9TH AVENUE ON THE CITY'S LOCAL REGISTER OF HISTORIC PLACES AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, AKA AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH KRISTEN AYERS MARUGG SEPICH FOR THE PROPERTY LOCATED AT 535 EAST 9TH AVENUE

(Case No. HP 16-0005)

WHEREAS, the City's Historic Resources Ordinance identifies seven criteria for properties to be listed on the City's Local Register of Historic Places; and

WHEREAS, properties eligible for listing on the Local Register must meet at least two of the seven criteria identified in the Ordinance; and

WHEREAS, the property located at 535 East 9th Avenue has been evaluated against the criteria and has been found to be eligible for listing on the Local Register; and

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Kristen Ayers Marugg Sepich has submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 535 East 9th Avenue (APN 233-551-04-00); and

WHEREAS, this property qualifies for a Mills Act Contract since it was recommended by the Historic Preservation Commission to be listed in the Local Register of Historic Resources on October 4, 2016; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to list the historic residence located at 535 East 9th Avenue on the City's Local Register of Historic Places and approve the Agreement for the property, as recommended by the Historic Preservation Commission on October 4, 2016; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31. "Historic Resources Restoration/Rehabilitation."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to list the property on the City's Local Register of Historic Places and to execute, on behalf of the City, an Agreement with Kristen Ayers Marugg Sepich for the property located at 535 East 9th Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

HP 16-0005

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Kristen Ayers Marugg Sepich (hereinafter referred to as "the OWNER").

Recitals

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

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

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNER agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNER shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
ii. Scrap lumber, junk, trash, or debris;
iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
iv. Stagnant water or excavations, including swimming pools or spas; and
v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on

the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNER shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNER is in compliance with this Agreement.

_____ **OWNER'S INITIALS**

3. Inspections. The OWNER agrees to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNER'S compliance with this Agreement.

_____ **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

_____ **OWNER'S INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNER'S INITIALS**

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree 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 the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNER shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNER of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

_____ **OWNER'S INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, 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 its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24 Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY:	City Clerk City of Escondido 201 N. Broadway Escondido, CA 92025
OWNER:	Kristen Ayers Marugg Sepich 535 East 9th Avenue Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNER or an agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNER have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____ By: _____
Diane Halverson, City Clerk
(This signature must be notarized.)

OWNER

Dated: _____ By: _____
Kristen Ayers Marugg Sepich
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

All that real property situated in the County of San Diego, State of California, described as follows:

Lot 15 and the Westerly 5 feet of Lot 14 of Boyle Subdivision, in the City of Escondido, County of San Diego, State of California, according to the Map thereof No. 3262, filled in the office of the County Recorder of San Diego County, July 11, 1955.

Assessor's Parcel Number: 233-551-04-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 535 East Ninth Avenue

Property Owner: Kristen Sepich

1. Repaint house exterior.
2. Repair original windows or replace windows in the same openings with period-appropriate replacements.
3. Remove existing window air conditioner and repair wall.
4. Replace dilapidated yard fences and gates with era-specific fencing.
5. Replace old house electrical with modern and safer electrical system.
6. Add chimney cap for better fire protection.
7. Replace rusted rear patio awning supports.
8. Replace modern style security lighting with something more vintage.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 10
Date: October 26, 2016

TO: Honorable Mayor and City Council

FROM: Bill Martin, Director of Community Development

SUBJECT: Local Register Designation and Mills Act Contract for 440 East 7th Avenue (Case HP 16-0006).

APPLICANT: Jodene M. Ostrom

RECOMMENDATION:

1. Approve listing the residence on the City's Local Register by adopting Resolution No. 2016-159.
2. Authorize entering into Mills Act Contract by adopting Resolution No. 2016-159.
3. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS:

In compliance with CEQA Section 15331, "Historical Resource Restoration/Rehabilitation," a Notice of Exemption was prepared on September 28, 2016.

FISCAL ANALYSIS:

Approval of a Mills Act Contract would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City on this property is estimated to be less than $200. The City has currently entered into 87 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately $20,800.

GENERAL PLAN ANALYSIS:

The property is located within the Urban I (U1) land use designation of the General Plan. Historic & Cultural Resources Policy VII.G encourages the preservation of buildings and areas with special and recognized historic and architectural value.

ZONING:

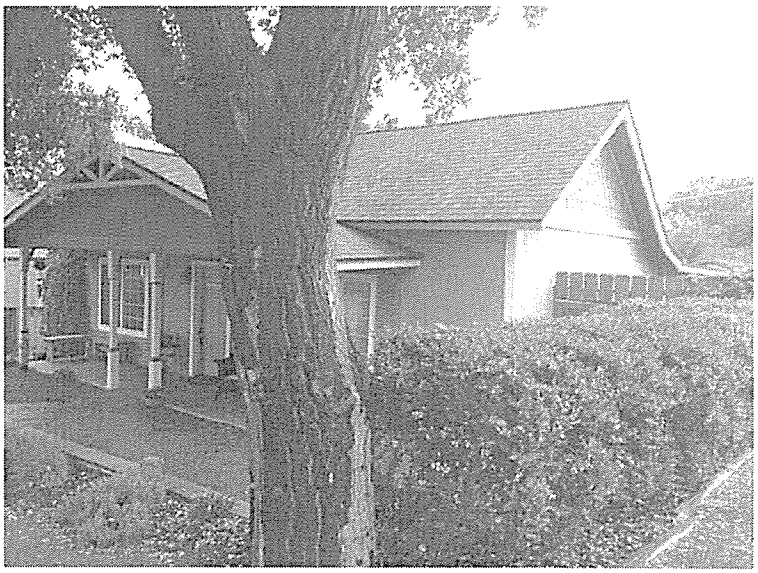
The subject property is located in the R-1-6 (Residential Single-Family, 6,000 SF minimum lot size) zone and within the Old Escondido Neighborhood historic district.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:

The Historic Preservation Commission (HPC) voted 4-0-1 (four in favor, one abstaining) to recommend approval of adding the structure to the Local Register Listing and entering into a Mills Act

Contract on October 4, 2016. They also suggested the applicant prioritize window replacement and bathroom plumbing repair as the highest priorities in the contract's List of Improvements.

BACKGROUND:



The subject property, addressed as 440 East 7th Avenue is within the Old Escondido Neighborhood historic district and contains a single story Queen Anne residence originally built in 1906. Some years after construction the original owners (the Drapers) updated the house, adding more Craftsman-era features. In the early 1940's, after the Drapers had both passed on, a series of subsequent owners made various historically inappropriate additions and changes. In 2012 a new owner restored many of the earlier Craftsman elements, and in 2015 the house was featured on the annual Mother's Day Tour. The subject property was included in the City's Historic Survey conducted in 1990, but was never listed on the Local Register. The current owner desires to have the property placed on the City's Local Register and to enter into a Mills Act contract to aid in its continued preservation.

ANALYSIS:

Escondido Historical/Cultural Resources Survey: The applicant has successfully conducted the required historic research and data collection, and has provided the information on the required State Department of Parks and Recreation forms (see attached). The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate for the purpose of determining the appropriateness of adding the structure to the Local Register.

Local Register Listing: Requests for listing resources on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request and receive property owner consent. Historic resources are evaluated against seven criteria found in Article 40, Sec. 33-794 of the Zoning Code. In order to qualify, a property must meet at least two of the seven criteria. Staff recommends listing the subject property on the Local Register of Historic Places since it meets two of the seven criteria as specifically detailed below:

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Craftsman was originally built as a Queen Anne cottage in 1906 and is currently 110 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of many historic properties in this block on the north side of East 7th Avenue which are either in the City's Historic Survey or have already been listed on the City's Local Register.

Mills Act Contract: The Mills Act is a provision in state law that enables owners of designated historic properties to voluntarily enter into a preservation contract with the City and receive a reduction in their property taxes. The contract runs for ten years and it is automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the owner make a commitment to maintain the property and complete other improvements (see Attachment 'B' of the contract). As indicated, future improvements at this property by the owner are planned and have been approved by the HPC. All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review, the issuance of a Certificate of Appropriateness, and may require Building permits.

CONCLUSION:

By designating the property on the Local Register, the Council will be furthering the preservation of historic resources associated with the history of Escondido. By approving a Mills Act Contract for this property, the City would be incurring a relatively small loss per year of property tax revenue. This will provide the property owner a tax savings that will be earmarked for preserving the property.

Respectfully submitted,

Bill Martin
Director of Community Development

Paul K. Bingham
Assistant Planner II

ATTACHMENT "A"

LEGAL DESCRIPTION

All that real property situated in the City of Escondido, County of San Diego, State of California, described as:

Lot 10 in Block "J", in the City of Escondido, County of San Diego, State of California, according to the Map of the re-survey of said Block "J" No. 722 filed in the office of the County Recorder of San Diego County, August 13, 1892.

Commonly known as: 440 East 7th Avenue, Escondido, CA 92025

Assessor's Parcel Number: 233-283-11-00

ATTACHMENT "B"

Mills Act Application
List of Improvements

Property Address: 440 East Seventh Avenue
Property Owner: Jodene M. Ostrom

1. Replace windows with period-appropriate wood framed windows.

2. Restore bathrooms, repairing damage and replacing plumbing as needed.

3. Rebuild rear stairs off back deck.

4. Rehabilitate back deck by removing outdoor carpeting and replacing all deteriorated wood.

5. Replace all doors with Queen Anne period-appropriate doors.

6. Install exterior lighting for added security.

7. Properly replace sidewalks around property.

8. Replace rear alley garage door.

9. Relandscape bare areas as appropriate.

10. Remove the exterior stucco and replace with wood siding similar to the original.

11. Add siding to the alley garage as well.

ESCONDIDO
City of Choice

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.2
Date: October 4, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 440 East 7th Avenue (case number HP16-0006)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

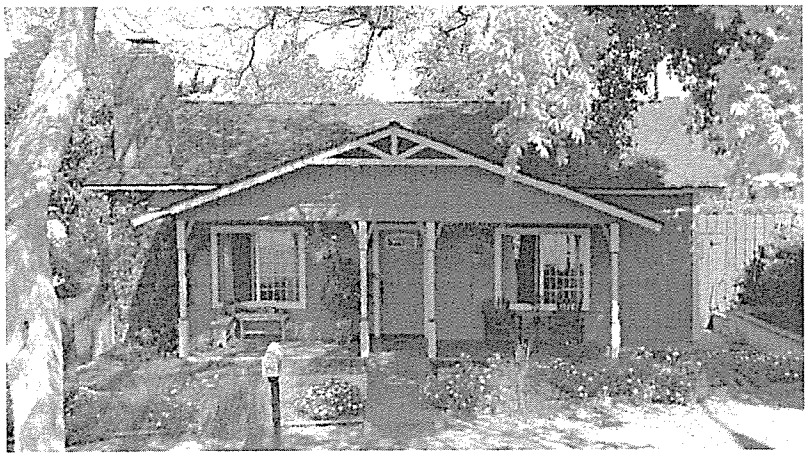
A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

Local Register of Historic Places Listing

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. The revised Historic Ordinance 92-409, adopted by Council on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.



The subject property at 440 East 7th Avenue (APN 233-283-1100) consists of .094 acre with a single story residence built in 1906 by John and Laura Draper. Its original Queen Anne roof lines and fish scales are

still visible, but the house was modified by the owners years ago in order to have a more Craftsman appearance and a garage was built off the alley. John Draper, who was a wealthy, retired liveryman with a troubled past died in 1930. His wife Laura was a music teacher and lived in the house until 1941. After their deaths the house lost some of its charm through various alterations, including rear additions and being stuccoed. The residence is within the City's Old Escondido Neighborhood historic district and appears in the City's 1990 Historic Survey. Because of its later alterations, the historian only considered the house as a contributor. Patrick McCarthy, the property's owner in 2012, restored many of the residence's Craftsman elements and in 2015 the home was included on the annual Mother's Day Tour. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

Local Register of Historic Places Listing

This request by the current owner, Jodi Ostrom, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that at least two are required for Local Register listing approval*):

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Craftsman residence was originally built as a Queen Anne cottage in 1906 and is currently 100 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of many historic properties in this block on the north side of East 7th Avenue which are either in the City's Historic Survey or have already been listed on the City's Local Register.

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and adequate improvements have been listed.

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II

Mills Act Application
List of Improvements

Property Address: 440 East 7th Avenue
Property Owner: Jodene May Ostrom

1. Replace all doors with vintage, period-appropriate doors.
2. Restore bathroom, repairing damage and replacing plumbing as needed.
3. Rebuild rear stairs off back deck.
4. Rehabilitate back deck by removing outdoor carpeting replace all deteriorated wood.
5. Replace windows with period-appropriate wood framed windows.
6. Install exterior lighting for added security.
7. Properly replace sidewalks around property.
8. Replace rear alley garage door.
9. Relandscape bare areas as appropriate.

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

FOR INTERNAL USE ONLY
Case No.: _____
Date Recievec: _____
Received By: _____
Fees Recieved.: _____
Date Approved: _____
Application: ☐ Incomplete
☐ Complete _____

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☑ Local Register

Applicant: Jodene May Ostrom
Address: 440 E. 7th Ave
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-802-3380 (W) 760-802-3380

Present Property Owner: Jodene May Ostrom
Address: 440 E. 7th Ave
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-802-3380 (W) 760-802-3380

Address of Site/Structure: 440 E. 7th Ave
Assessor Parcel No.: 233-283-11-00

Present Land Use: Residential
General Plan Designation: _____
Tier/Neighborhood: Old Escondido Historic District

Common Name/
Historic Name: Draper House
Architural Style: Princess Ann / Craftsman elements

Zoning: _____
Related Case File: _____

Put answers to questions 1-3 on the reverse side of this form.

1. Please describe historical aspects of the site or structure as well as any other significant factors which may determine this as an Historic Resource (i.e., special aesthetics; cultural, architectural, or engineering factors; and any dates, events, or persons associated with the site or structure).
2. Has the site or structure been altered in any way from its original design? Explain.
3. Are there any known threats to the site or structure? (i.e., private development, zoning, vandalism, public works, structural damage, etc.)

SUBMITTAL REQUIREMENTS:

- ☑ Complete legal description of property
- ☑ List of past and present occupants/owners
- ☑ 1 copy of site plan
- ☑ Photos of exterior of structure/site
- ☑ Evidence that the property owner has consented to designating the Historic/Cultural Resource as an Historic Landmark/Local Register Property
- ☑ Chain of Title
- ☑ State of California Department of Parks and Recreation Forms 523a & b (attached)

_____
Applicant Signature (Date)

_____
Property Owner Signature (Date)

1. This residence is one of the oldest in the Old Escondido Historic District, which encompasses Escondido's oldest neighborhood. Original elements remain, such as fish scale shingles in the west and north gables and the remnant of a chimney on the rear of the home. Where the east bedroom was added on, the original roof and fish scales is visible in the attic above. The Draper House's greater significance lies in the compelling story of the first owner, John Draper. Draper was a wealthy, retired liveryman, but he was also very troubled. In 1907, he was committed to the Mona M. Monahan Sanitarium in Los Angeles by early Escondido physician, Dr. Bruce Crise. Draper repeatedly escaped from the facility in 1907 and 1908 which is chronicled in numerous newspaper articles (included). Draper claimed that Dr. Crise administered medicine to him "for the epurpose of drpriving him of his reason," in order to cheat him out of his property. The current owner lends significance of her own. Jodi is the great great grandaughter of John Leslie Clevenger, who built the first house in San Pasqual Valley in 1872. Trails/roads still bear the name of

2. the pioneering Clevenger family.

2. Modifications reflect later homeowners' incorporation of trending styles and the influence of the Craftsman style, more respected and appreciated at the time. Room additions to rear and east side, slab front porch and porch roof in 1938 and 1970's. Vinyl multi-light windows in front and sliding windows around other sides added in approx 2008. Stucco and new siding added. Front door and porch trim added, fish scale shingles resembling original shingles in other gables added to east gable addition in 2012.

3. No known threats to site or structure.

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

FOR INTERNAL USE ONLY
Case No._____
Date Submitted:_____
Project Planner:_____
Fees:_____
Receipt No.:_____
☐ Incomplete _____ Date of Notice
☐ Complete _____ Date

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Jodene May Ostrom
Address: 440 E. 7th Ave
City, State, Zip: Escondido, CA 92025
Phone: 760-802-3380
Fax:
E-mail: GOJODIO@YAHOO.COM
Signature:

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Jodene May Ostrom
Address: 440 E. 7th Ave
City, State, Zip: Escondido, CA 92025
Phone: 760-802-3380
Fax:
E-mail: GOJODIO@YAHOO.COM
Signature:
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 440 E. 7th Ave
Assessor's Parcel Number: 233-283-11-00
Historic Name: Draper House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☑ Local ☐ State ☐ National
Date of Designation:
Local Register Listing: ☐ Yes ☐ No
Date of Listing:

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

I am passionate in bringing this home back to it's original era! Here are a few things I plan on doing in the next 10 years: 1. Replace all doors (interior and exterior) with vintage, period appropriate doors. 2. Replace bath/shower surround in Master Bathroom with claw foot tub, as it originally had. 3. Rebuild stairs off back deck to be more proportionate and scaled. 4. Remove outdoor carpeting over back deck and replace any rotting boards. 5. Replace shower in 2nd bedroom. 6. Replace windows with period appropriate windows. 7. Install additional lighting around home and in yard. 8. Work with city to continue the sidewalk to the corner in front of my home. 9. Replace garage door. 10. Landscape the alley along fence.

State of California ☒ The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Review Code | Reviewer | Date | Listings

Page 1 of 3 *Resource Name or #: (Assigned by recorder) 440 E. 7th Ave., Escondido
P1. Other Identifier: Draper House

*P2. Location: ☐ Not for Publication ☒ Unrestricted
*a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
*b. USGS 7.5' Quad _____ Date _____ T __; R ___; __ ☐ of __ ☐ of Sec __; _____ B.M.
c. Address 440 E. 7th Ave. City Escondido Zip 92025
d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate) Lot 10 Blk J Tr 722, APN 233-283-1100

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

This single-story, 1166-square-foot house sits on a 4700-square-foot lot in the Old Escondido Historic District at the end of a block of historic homes of a variety of styles and eras, the oldest dating back to 1891. Built in 1906, this house was a small cottage with a cross-gable roof and fish-scale shingles in the gables. The structure is in very good condition but has experienced a number of modifications including additions and new stucco, siding, and windows over the years. The broad front porch now gives the structure a Craftsman-style feel.

*P3b. Resource Attributes: (List attributes and codes) HP2 Single family property,
*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

P5b. Description of Photo: (view, date, accession#) Looking north at south-facing façade, March 2015

*P6. Date Constructed/Age and Source: ☒ Historic ☐ Prehistoric
Built in 1906, based on Sanborn maps, tax records, and title search data.

*P7. Owner and Address:
Jodene May Ostrom, 440 E. 7th Avenue, Escondido, CA 92025

*P8. Recorded by: (Name, affiliation, and address) Jodene May Ostrom, owner, 440 E. 7th Avenue, Escondido, CA 92025

*P9. Date Recorded: August 25, 2016

*P10. Survey Type: (Describe)
None

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

*Attachments: ☐NONE ☐Location 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):

State of California ☐ The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Primary #
HRI#

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or # (Assigned by recorder) 440 E. 7th, Escondido *NRHP Status Code 5S1

2B1. Historic Name: Draper House
B2. Common Name: Draper House
B3. Original Use: Residential B4. Present Use: Residential
*B5. Architectural Style: Princess Ann with Craftsman elements
*B6. Construction History: (Construction date, alterations, and date of alterations)
Constructed in 1906. Room additions to rear and east side, slab front porch and porch roof in 1938, 1970s, vinyl multi-light windows in front and sliders around other sides added approximately 2008. Stucco and new siding added. Front door and porch trim added, fish scale shingles resembling original shingles in other gables added to east gable in 2012.

*B7. Moved? ☒No ☐Yes ☐Unknown Date: Original Location:
*B8. Related Features: None

B9a. Architect: unknown b. Builder: unknown
*B10. Significance: Theme Residential architecture Area Old Escondido Historic District
Period of Significance 1888-1940 Property Type Early residence Applicable Criteria 5S1
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) This residence is one of the oldest in the Old Escondido Historic District, which encompasses Escondido's oldest neighborhood. While heavily modified, some elements remain, including fish scale shingles in the west and north gables plus the remnant of a chimney on the rear of the building. Where the east bedroom was added on, the original roof is visible in the attic above. Modifications reflect later homeowners' incorporation of trending styles and the influence of the Craftsman style, more respected and appreciated at the time.

The Draper House's greater significance lies in the compelling story of the first owner, John Draper. Draper was a wealthy, retired liveryman, but he was also very troubled. In 1907, he was committed to the Mona M. Monahan Sanitarium in Los Angeles by early Escondido physician, Dr. Bruce Crise. Draper repeatedly escaped from the facility in 1907 and 1908 and the escapes were dramatically reported in newspapers around the state of California. Draper claimed that Dr. Crise administered medicine to him "for the purpose of depriving him of his reason," in order to cheat him out of his property. Draper ultimately was declared competent to look after his own affairs in 1908. Draper died in 1930. Laura, his wife, was a local music teacher with many accomplished musicians in the community under her tutelage. She resided at the house until her death in 1941.

The current owner of the house lends significance of her own. Jodi Ostrom is the great granddaughter of John Leslie Clevenger, who built the first house in the San Pasqual Valley, near Escondido, in 1872. Trails and roads in the San Pasqual Valley continue to bear the name of the pioneering Clevenger family.

B11. Additional Resource Attributes: (List attributes and codes)
None

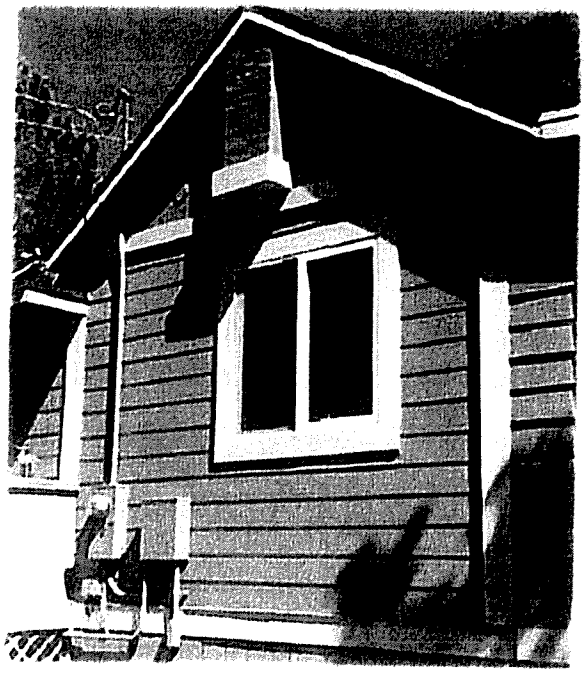
*B12. References: Los Angeles Herald, p. 5, November 28, 1907; Los Angeles Herald, p. 3, January 29, 1908

B13. Remarks:

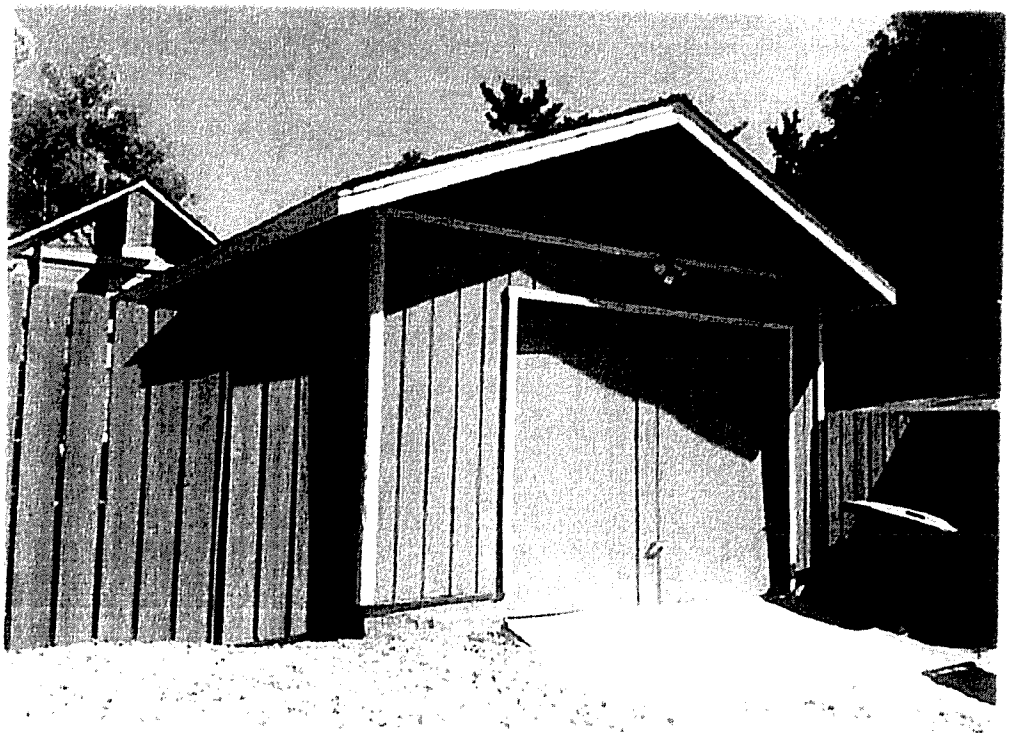
*B14. Evaluator: Jodi Ostrom, Carol Rea
*Date of Evaluation: August 25, 2016

(This space reserved for official comments.)

*Required information



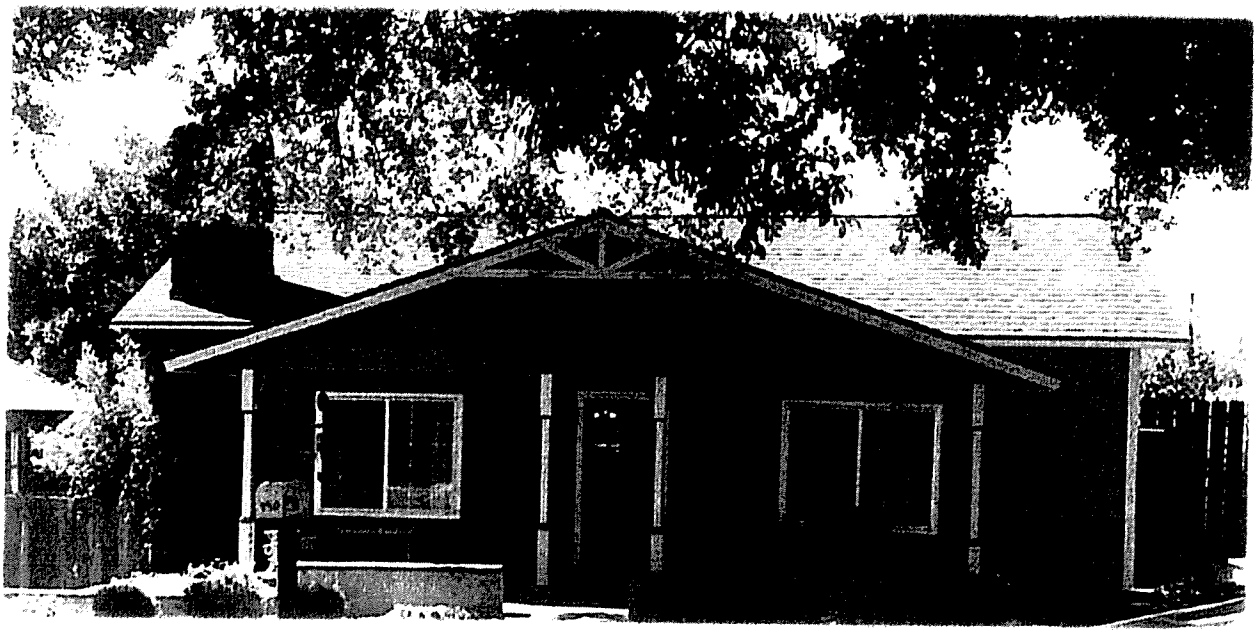
Original Fish scales and remnant of original fireplace



Future Improvement: New garage door and landscape on alley

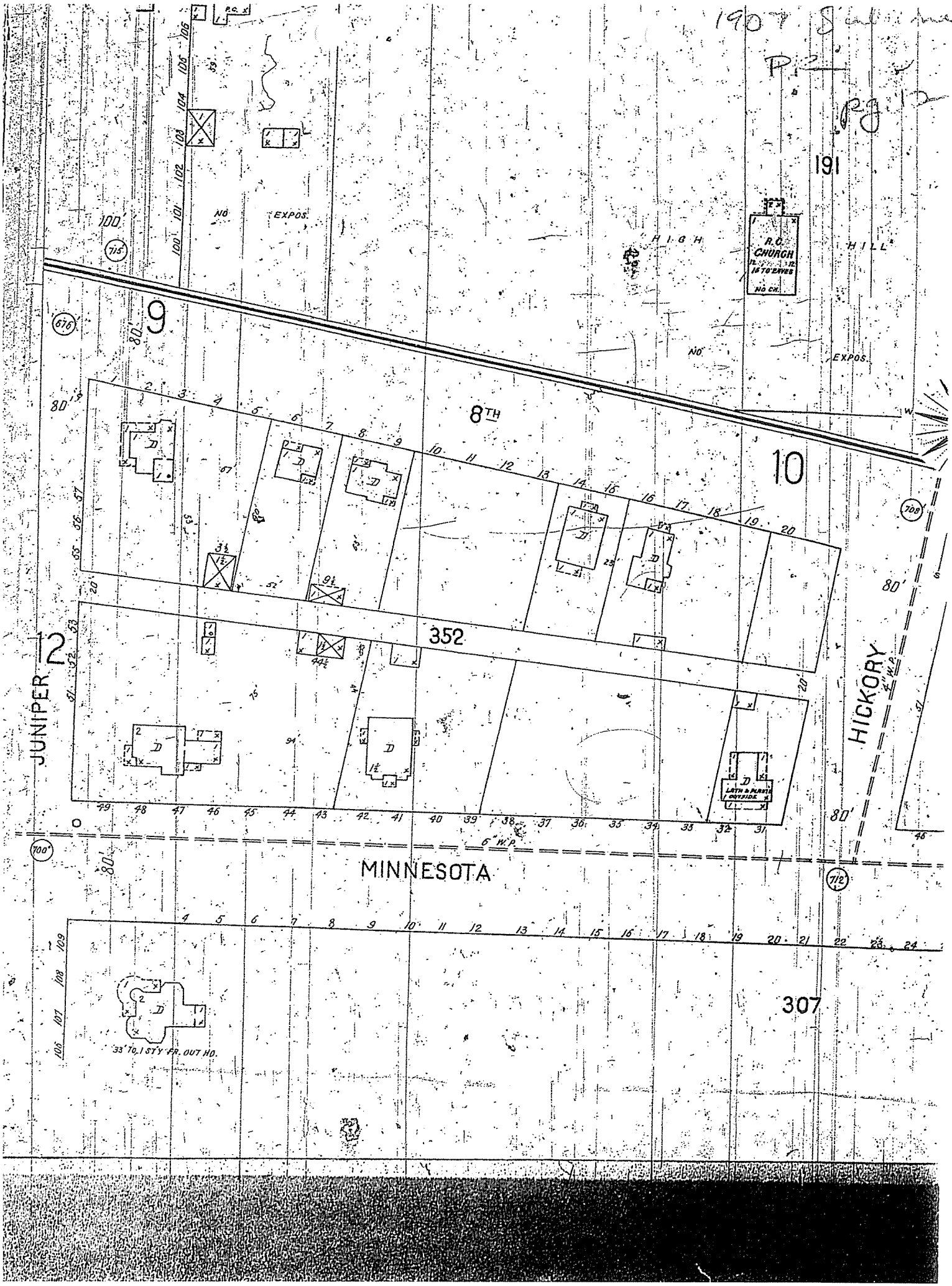
Draper House

440 E. 7th Ave
Old Escondido Historic District



Front of home

Rear of home: New roof and insulation in 2015.



1907 Sanborn
P2
pg 12
191
R.C. CHURCH
16 TO EAVES
NO CH.
HIGH
HILL
NO EXPOS.
NO EXPOS.
9
8TH
10
352
12
JUNIPER
HICKORY
4" W.P.
6" W.P.
MINNESOTA
307
33' TO 1 STY FR. OUT HO.
LATH & PLASTE OUTSIDE

City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

Ser.No.
Natl. Reg. Status
Local Designation
Local Ranking contributor

1. Historic Name
2. Common or Current Name
3. Number & Street 440 E. Seventh Avenue

Cross-Corridor

City: Escondido Vicinity Only Zip 92025 County: San Diego

4. UTM zone A E4932.90 B N36641.60 C Zone 11 D
5. Quad map No. Parcel No. 233-283-11 Other

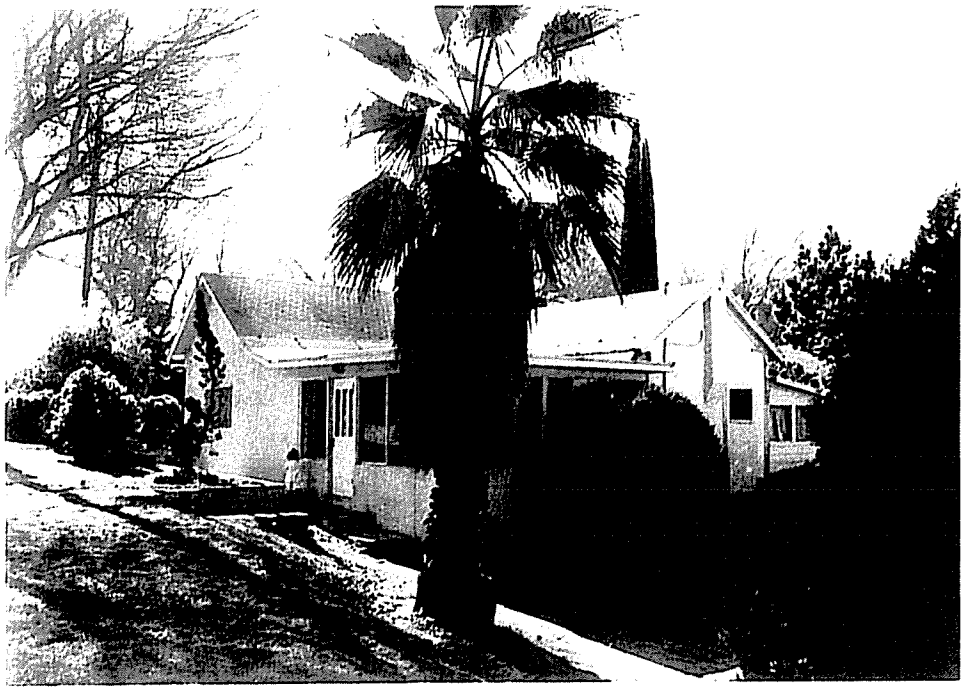
DESCRIPTION

6. Property Category If district,number of documented resources
7. Briefly describe the present physical appearance of the property,including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

This building was recorded only because it has one Queen Anne element remaining that shows that a Queen Anne cottage is actually underneath this single-story stuccoed house. The decorative shingles applied to the gable face on the the north (back) of the house is the only remaining Victorian feature. A chimney (closed off) runs up the middle. The shingles are of round cut wood.

Newer garage.

The architectural style is: Altered Queen Anne
The condition is: good
The related features are: newer garage
The surroundings are: residential
The boundaries are:



8. Planning Agency
City of Escondido

9. Owner and Address
Virginia M. Sparks
13939 Maxfield Rd.
Jamul, CA 92035

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

HISTORICAL INFORMATION

14. Construction Date(s) c1895 Original location unknown Date moved

15. Alterations & date

16. Architect unknown Builder unknown

17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture Area
Period Property Type Context formally developed?

19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

This house was included because of the remaining Queen Anne style gable. It illustrates that the original house is under the alterations.

20. Sources

21. Applicable National Register criteria

22. Other Recognition:
State Landmark Number

23. Evaluator
Date of Evaluation 1990

24. Survey type

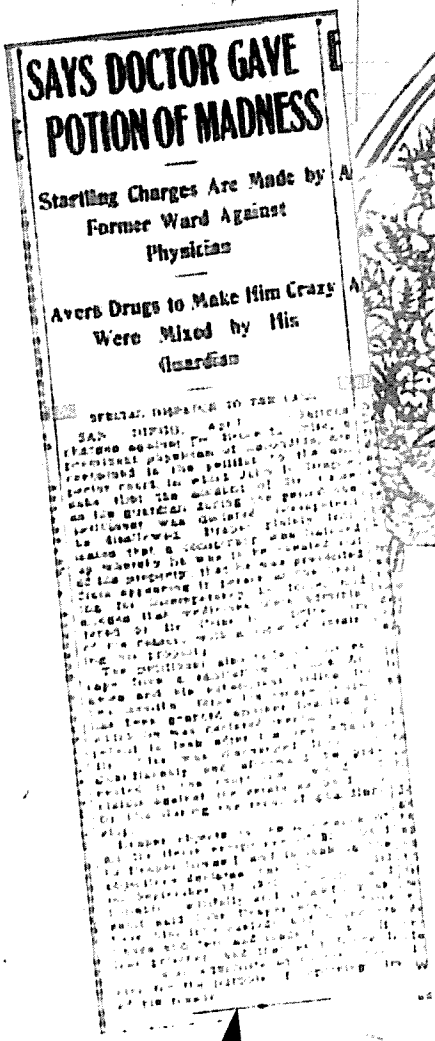
25. Survey name

26. Year Form Prepared 1983
By(Name) Donald A. Cotton Associates
Organization Revised by Aegis 1990
Address 111 Spring Street
City & Zip Claremont, CA 91711
Phone (714) 621 1207

440 E. 7th Ave.

THE DRAPER HOUSE

The Draper house was built in 1906 by John and Laura Draper. The Drapers bought the lot from Jennie Lowe (a local teacher who owned most of the lots on the street) in 1903. The house has been modified over the years to more closely resemble the Craftsman style but original fish-scale shingles can be seen under the west gable and original roof lines can still be seen in the attic.

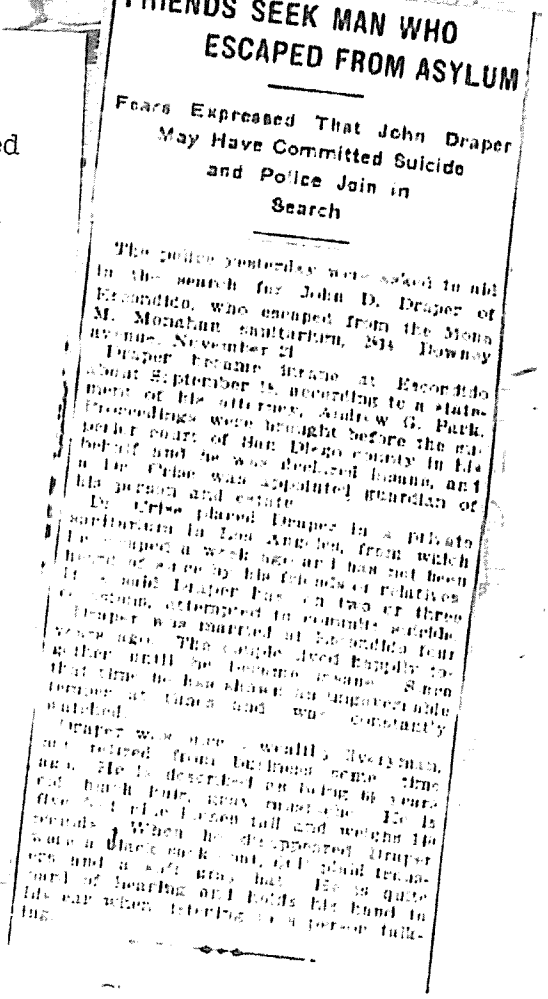


SAYS DOCTOR GAVE POTION OF MADNESS

Startling Charges Are Made by Former Ward Against Physician

Avers Drugs to Make Him Crazy Were Mixed by His Guardian

Mr. Draper was a wealthy, retired liveryman, but he was a very troubled man. In 1907 he was committed to the Mona M. Monahan Sanitarium in Los Angeles by local physician, Dr Bruce Crise. Mr. Draper repeatedly escaped from the facility in 1907 and 1908, always captured and returned. Mr. Draper claimed that Dr. Crise administered medicine "for the purpose of depriving him of his reason," in order to cheat him out of his property. Mr. Draper ultimately was declared competent to look after his own affairs in 1908. Mr. Draper died in 1930. Laura, his wife, was a local music teacher with many accomplished musicians in the community under her tutelage. She resided here until her death in 1941.



FRIENDS SEEK MAN WHO ESCAPED FROM ASYLUM

Fears Expressed That John Draper May Have Committed Suicide and Police Join in Search

Chain of Title
440 E. 7th Ave
Escondido, CA 92025
Current Owner: Jodene Ostrom

1892 – Escondido Land & Title

1895 Jennie Lowe

February 1905 – Mrs. E.C. Johnston

May 1905 – J. Johnston, Jr.

May 1906 – Mrs. Elva Seely

February 1907 – John D. Draper, Laura Draper (lived in house until 1940's)

February 1908 - Helen Eastman, Fanny Draper and Arthur Draper

December 1908 – Laura Draper

May 1942 – Estate of Laura Draper sold to Halsey Seymour

July 1944 – Firman F. Anderson and Mabel Fuller Anderson (husband & wife)

November 1946 – The Church of Christ

July 1947 – Eric A. Emerson and Ruth M. Emerson (husband & wife)

June 1948 – Charlotte Breidenstein (Escondido High School teacher)

April 1966 – (Charlotte deceased) willed to her parents James W. Breidenstein and Myrtle Breidenstein

February 1974 – Virginia Sparks

May 2004 – Brie Stratton

September 2012 – Patrick J. McCarthy

January 2013 – Jodene M. Ritchason

May 2013 – Jodene M. Ostrom (name change)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

Paul will wordsmith for me.

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and **[Insert Owners' Names]** (hereinafter referred to as "the OWNERS").

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY to retain its characteristics as a property of historical significance.

Agreement

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

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation of Property. The OWNERS agree to the preserve the PROPERTY and, when necessary, to restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code. In particular, the OWNERS agree to make all of the improvements identified in Attachment "B" during the initial term of this Agreement.

VO **OWNER'S INITIALS**

3. Inspections. The OWNERS agree to permit the periodic examination of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

VO **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on the date this Agreement is approved by a resolution of the City Council and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Upon receipt by the OWNERS of a notice of nonrenewal from the CITY, the OWNERS

may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS have breached any of the conditions or covenants of this Agreement or have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property. The CITY may also cancel this Agreement if it determines that the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in this Agreement.

_____ **OWNER'S INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285. Notice of the hearing shall be mailed to the last known address of each owner of property within the same historic zone as the PROPERTY and shall be published in accordance with California Government Code section 6061.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the then current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions contained in this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNER'S INITIALS**

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree 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 the OWNERS as a result of the effect this Agreement will have on the assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

13. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

14. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

15. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

16. Binding Effect. This Agreement shall be binding on and inure to the benefit of all successors-in-interest of the OWNERS. A successor-in-interest shall have the same rights and obligations under this Agreement as the OWNERS.

17. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

18. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

19. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

20. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

21. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY:	City Clerk City of Escondido 201 N. Broadway Escondido, CA 92025
OWNERS:	**[Insert Names and Mailing Address]**

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

22. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

23. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Lori Holt Pfeiler, Mayor

Dated: _____ By: _____
Marsha Whalen, City Clerk

OWNERS

Dated: _____ By: _____
[Insert Name]
(This signature must be notarized.)

Dated: _____ By: _____
[Insert Name]
(This signature must be notarized.)

Dated: _____ By: _____
[Insert Name]
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

From: City of Escondido
201 North Broadway
Escondido, CA 92025

Project Title/Case No.: HP 16-0006

Project Location - specific: Addressed as 440 East 7th Avenue (APN 233-283-1100), located on the northwest corner of South Hickory Street and East 7th Avenue.

Project Location - City: Escondido, **Project Location - County**: San Diego

Description of Project:
To approve the Local Register listing and a Mills Act contract for the 0.094-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Jodene M. Ostrom
Address: 440 East 7th Avenue, Escondido, CA 92025
Telephone: (760) 802-3380

☒ Private entity ☐ School district ☐ Local public agency ☐ State agency ☐ Other special district

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham
Area Code/Telephone/Extension (760) 839-4306

Signature: Paul K. Bingham
Assistant Planner II

September 28, 2016
Date

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR:

Agenda Item No.: 10
Date: October 26, 2016

RESOLUTION NO. 2016-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, LISTING THE RESIDENTIAL STRUCTURE ON THE PROPERTY ADDRESSED AS 440 EAST 7TH AVENUE ON THE CITY'S LOCAL REGISTER OF HISTORIC PLACES AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, AKA AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH JODENE MAY OSTROM FOR THE PROPERTY LOCATED AT 440 EAST 7TH AVENUE

(Case No. HP 16-0006)

WHEREAS, the City's Historic Resources Ordinance identifies seven criteria for properties to be listed on the City's Local Register of Historic Places; and

WHEREAS, properties eligible for listing on the Local Register must meet at least two of the seven criteria identified in the Ordinance; and

WHEREAS, the property located at 440 East 7th Avenue has been evaluated against the criteria and has been found to be eligible for listing on the Local Register; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31. "Historic Resources Restoration/Rehabilitation;" and

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Jodene May Ostrom has submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 440 East 7th Avenue (APN 233-283-11-00); and

WHEREAS, this property qualifies for a Mills Act Contract since it was recommended by the Historic Preservation Commission to be listed in the Local Register of Historic Resources on October 4, 2016; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to list the historic residence located at 440 East 7th Avenue on the City's Local Register of Historic Places and approve the Agreement for the property, as recommended by the Historic Preservation Commission on October 4, 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to list the property on the City's Local Register of Historic Places and to execute, on behalf of the City, an Agreement with Jodene May Ostorm for the property located at 440 East 7th Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

HP 16-0006

Resolution No. 2016-159
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Jodene May Ostrom (hereinafter referred to as "the OWNER").

Recitals

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

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

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNER agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNER shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
ii. Scrap lumber, junk, trash, or debris;
iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
iv. Stagnant water or excavations, including swimming pools or spas; and
v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on

the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNER shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNER is in compliance with this Agreement.

_____ **OWNER'S INITIALS**

3. Inspections. The OWNER agrees to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNER'S compliance with this Agreement.

_____ **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

_____ **OWNER'S INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNER'S INITIALS**

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree 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 the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNER shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNER of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

_____ **OWNER'S INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, 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 its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24 Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY:	City Clerk City of Escondido 201 N. Broadway Escondido, CA 92025
OWNER:	Jodene May Ostrom 440 East 7th Avenue Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNER or an agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(***Remainder of page left intentionally blank.***)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNER have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____ By: _____
Diane Halverson, City Clerk
(This signature must be notarized.)

OWNER

Dated: _____ By: _____
Jodene May Ostrom
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

All that real property situated in the City of Escondido, County of San Diego, State of California, described as:

Lot 10 in Block "J", in the City of Escondido, County of San Diego, State of California, according to the Map of the re-survey of said Block "J" No. 722 filed in the office of the County Recorder of San Diego County, August 13, 1892.

Commonly known as: 440 East 7th Avenue, Escondido, CA 92025

Assessor's Parcel Number: 233-283-11-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 440 East Seventh Avenue

Property Owner: Jodene M. Ostrom

1. Replace windows with period-appropriate wood framed windows.
2. Restore bathrooms, repairing damage and replacing plumbing as needed.
3. Rebuild rear stairs off back deck.
4. Rehabilitate back deck by removing outdoor carpeting and replacing all deteriorated wood.
5. Replace all doors with Queen Anne period-appropriate doors.
6. Install exterior lighting for added security.
7. Properly replace sidewalks around property.
8. Replace rear alley garage door.
9. Relandscape bare areas as appropriate.
10. Remove the exterior stucco and replace with wood siding similar to the original.
11. Add siding to the alley garage as well.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
☐ APPROVED ☐ DENIED
Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 11
Date: October 26, 2016

TO: Honorable Mayor and City Council

FROM: Bill Martin, Director of Community Development

SUBJECT: Local Register Designation and Mills Act Contract for 1106 South Juniper Street (Case HP 16-0007).

APPLICANT: Cindy Hollins

RECOMMENDATION:

1. Approve listing the residence on the City's Local Register by adopting Resolution No. 2016-160.
2. Authorize entering into Mills Act Contracts by adopting Resolution No. 2016-160.
3. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS:

In compliance with CEQA Section 15331, Class 31, "Historical Resource Restoration/Rehabilitation," a Notice of Exemption was prepared on September 28, 2016.

FISCAL ANALYSIS:

Approval of a Mills Act Contract would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City on this property is estimated to be less than $200. The City has currently entered into 87 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately $20,800.

GENERAL PLAN ANALYSIS:

The property is located within the Urban I (U1) land use designation of the General Plan. Historic & Cultural Resources Policy VII.G encourages the preservation of buildings and areas with special and recognized historic and architectural value.

ZONING:

The subject property is located in the R-1-6 (Residential Single-Family, 6,000 SF minimum lot size) zone and within the Old Escondido Neighborhood historic district.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:

The Historic Preservation Commission (HPC) voted 5-0-0 to recommend approval of adding the structure to the Local Register Listing and entering into a Mills Act Contract on October 4, 2016. They also suggested the applicant prioritize the first six items as the highest priorities in the contract's List of Improvements.

BACKGROUND:

The subject property, addressed as 1106 South Juniper Street is within the Old Escondido Neighborhood historic district and contains a single story Craftsman residence, a detached rear garage and large garden shed built circa 1927 For Earl & Lena Schnack. They lived in the house for 40 years. Earl Schnack owned the first automotive garage in Escondido selling and servicing Cadilacs and Fords. The current owners desire to have the property placed on the City's Local Register and to enter into a Mills Act contract to aid in its continued preservation.

ANALYSIS:

Escondido Historical/Cultural Resources Survey: The property does appear in the City's Historic Survey and was considered "Significant" by the historian who evaluated it in 1990. The applicant has successfully conducted the additional required historic research and data collection, and has provided the information on the required State Department of Parks and Recreation forms (see attached). The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate for the purpose of determining the appropriateness of adding the structure to the Local Register.

Local Register Listing: Requests for listing resources on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request and receive property owner consent. Historic resources are evaluated against seven criteria found in Article 40, Sec. 33-794 of the Zoning Code. In order to qualify, a property must meet at least two of the seven criteria. Staff recommends listing the subject property on the Local Register of Historic Places since it meets three of the seven criteria as specifically detailed below:

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history, prehistory, or development of the City of Escondido, region, state or nation.

The property's owner and long-time resident Earl Schnack owned the first automotive service garage and dealership in Escondido. The "Escondido Garage" was located on the northwest corner of Maple Street and Grand Avenue.

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Craftsman was built circa 1927 and is currently 89 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of many historic properties on south Juniper Street which are either in the City's Historic Survey or have already been listed on the City's Local Register.

Mills Act Contract: The Mills Act is a provision in state law that enables owners of designated historic properties to voluntarily enter into a preservation contract with the City and receive a reduction in their property taxes. The contract runs for ten years and it is automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the owner make a commitment to maintain the property and complete other improvements (see Attachment 'B' of the contract). As indicated, future improvements at this property by the owner are planned and have been approved by the HPC. All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review, the issuance of a Certificate of Appropriateness, and may require Building permits.

CONCLUSION:

By designating the property on the Local Register, the Council will be furthering the preservation of historic resources associated with the history of Escondido. By approving a Mills Act Contract for this property, the City would be incurring a relatively small loss per year of property tax revenue. This will provide the property owner a tax savings that will be earmarked for preserving the property.

Respectfully submitted,

Bill Martin
Director of Community Development

Paul K. Bingham
Assistant Planner II

ATTACHMENT "A"

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

THAT PORTION OF LOT 1 IN BLOCK 307 OF TOWN OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JANUARY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1, DISTANT THEREON 404.1 FEET NORTHWESTERLY FROM THE INTERSECTION OF THE WEST LINE OF CHESTNUT STREET WITH THE NORTHEAST LINE OF JUNIPER STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.50 FEET; THENCE NORTHWESTERLY AT RIGHTANGLES TO ASID SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 130.00 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 107.5 FEET TO THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN DEED TO EARL P. SCHNACK, ET UX, RECORDED NOVEMBER 1, 1927 IN BOOK 1268, PAGE 329 OF DEEDS; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 60.00 FEET.

Assessor's Parcel Number: 233-580-46-00

Commonly known as: 1106 South Juniper Street, Escondido, CA 92025

ATTACHMENT "B"

Mills Act Application
List of Improvements

Property Address: 1106 South Juniper Street
Property Owners: David Reynolds & Cindy Hollins

1. Replace vinyl windows with period-appropriate wood framed windows, sills and sashes.
2. Install new entry railing consistent with this era.
3. Replace the home's aging electrical system.
4. Termite tent the structure and repair all termite damaged wood.
5. Replace cracked foundation in the rear which floods during heavy rains.
6. Repair/replace remaining original and aging plumbing.
7. Repair existing wood framed windows which no longer function properly.
8. Repair and repaint garage and garden shed.
9. Paint exterior of house with historically appropriate colors.
10. Replace the front door with a period-appropriate door.
11. Repair roof damage and trim back large tree to prevent further damage from occurring.

ESCONDIDO
City of Choice

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.1
Date: October 4, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 1106 South Juniper Street (case number HP16-0007)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

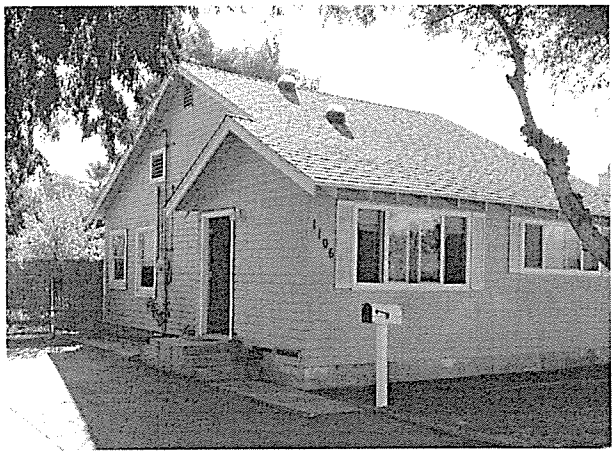
A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

Local Register of Historic Places Listing

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. The revised Historic Ordinance 92-409, adopted by Council on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.



The subject property at 1106 South Juniper Street (APN 233-580-4600) consists of .147 acre with a single story Craftsman residence with clapboard siding and a high gabled roof built circa 1927. The detached garage and large garden shed are also original. It is believed all of the structures were built for or by Earl & Lena Schnack. The Schnacks lived in the house for 40 years, enclosing the porch and adding an artist studio

entrance in the 1940's. Earl Schnack owned Escondido's first automotive garage which was located at 210 West Grand Avenue. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant. The current owners desire to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.) Staff recommends doing the most vital, such as foundation, termite treatment and roof repairs first.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

Local Register of Historic Places Listing

This request by the current owners, David Reynolds and Cindy Hollins, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that at least two are required for Local Register listing approval*):

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Craftsman residence was built circa 1927 and is currently 89 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of several historic properties on the east side of South Juniper Street which are either in the City's Historic Survey or have already been listed on the City's Local Register.

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and adequate improvements have been listed.

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II

Mills Act Application
List of Improvements

Property Address: 1106 South Juniper Street
Property Owners: David Reynolds & Cindy Hollins

1. Repair roof damage and trim back large tree to prevent further damage from occurring.
2. Replace the front door with a period-appropriate door.
3. Install new entry railing consistent with this era.
4. Replace vinyl windows with period-appropriate wood framed windows, sills and sashes.
5. Repair existing wood framed windows which no longer function properly.
6. Replace missing window shutters.
7. Paint exterior of house with historically appropriate colors.
8. Replace the home's aging electrical system.
9. Termite tent the structure and repair all termite damaged wood.
10. Replace cracked foundation in the rear which floods during heavy rains.
11. Repair/replace remaining original and aging plumbing.

FOR INTERNAL USE ONLY
Case No. HP16-0007
Date Submitted: 8/17/16 (Mutual)
Project Planner: P.B.
Fees: NA
Receipt No.: NA
☐ Incomplete _____ Date of Notice
☐ Complete _____ Date

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Cindy Hollins
Address: 339 merrywood Lane
City, State, Zip: Escondido, CA 92025
Phone: 760-300-5304
Fax:
E-mail: propprofiler@yahoo.com
Signature: C. Hollins

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): David Reynold / Cindy Hollins
Address: 339 Merrywood Lane
City, State, Zip: Escondido, CA 92025
Phone: 760-300-5304
Fax:
E-mail: propprofiler@yahoo.com
Signature: D. Reynold C. Hollins
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 1106 South Juniper Street
Assessor's Parcel Number: 233-580-46
Historic Name:

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☐ Local ☐ State ☐ National
Date of Designation:
Local Register Listing: ☐ Yes ☐ No
Date of Listing:

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

Painting of the exterior of the entire home in hues consistent with Historic Homes
Install new entry railing consistent with Historic Homes
Replace the electrical in the home as it is original electircal
Termite the home, termite damage is evident and was not termited after last sale of home
Replace cracking foundation and concrete in back as when heavy rains occur home will flood in the back
Replace original and almost original or any faulty plumbing
Repair several existing windows as they are rotted and in need of restoration

RECEIVED
AUG 11 2016
PLANNING DIVISION

Signatures. Applicant and property owner signature lines must be signed, even if the applicant and property owner are the same. The signature of the architect and/or engineer is also required if drawings are submitted by professional architects and/or engineers.

Applicant

As part of this application the applicant hereby agrees to defend, indemnify and hold harmless the City of Escondido, its Council, boards and commissions, officers, employees, volunteers, and agents from any claim, action, or proceeding against the City of Escondido, its Council, boards and commissions, officers, employees, volunteers and agents, to attack, set aside, void or annul an approval of the application or related decision, including environmental documents, or to challenge a denial of the application or related decisions. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. The applicant shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth herein. The applicant shall pay to the City upon demand any amount owed to the City pursuant to the indemnification requirements prescribed.

By signing below, I hereby certify that the application I am submitting, including all additional required information, is complete and accurate to the best of my knowledge. I understand that any misstatement or omission of the requested information or of any information subsequently requested may be grounds for rejecting the application, deeming the application incomplete, denying the application, suspending or revoking a permit issued on the basis of these or subsequent representations, or for the seeking of such other and further relief as may seem proper by the City of Escondido.

Applicant: D. Royal Cottell 08/11/2016 Date: 7-18-16

Property Owner

By signing below, I hereby certify under penalty of perjury, that I am the owner of record of the property described herein and that I consent to the action requested herein. All other owners, lenders or other affected parties on the title to the property have been notified of the filing of this application. Further, I hereby authorize City of Escondido employees and officers to enter upon the subject property, as necessary to inspect the premises and process this application.

In order to facilitate the public review process, the City requires that property owners agree to allow any plans or drawings submitted as part of the application to be copied for members of the public. Property owner(s) hereby agree to allow the City to copy the plans or drawings for the limited purpose of facilitating the public review process.

Property Owner: D. Royal Cottell 08/11/2016 Date: 7-18-16

Architect/Engineer

In order to facilitate the public review process, the City requires that architects and engineers agree to allow any plans, drawings, studies or reports submitted as part of the application to be copied for members of the public. Architect/Engineer hereby agrees to allow the City to copy the plans, drawings, studies or reports for the limited purpose of facilitating the public review process.

Architect: _____ Date: _____

Engineer: _____ Date: _____

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

FOR INTERNAL USE ONLY
Case No.: HP16-0007
Date Recievec: 8-17-16
Received By: Paul Bingham
Fees Recieved.:
Date Approved:
Application: ☐ Incomplete
☐ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☑ Local Register

Applicant: David Reynold / Cindy Hollins
Address: 339 Merrywood Lane
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-412-0245 (W)

Present Property Owner: David Reynold / Cindy Hollins
Address: 339 Merrywood Lane
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-412-0245 (W)

Address of Site/Structure: 1106 South Juniper Street
Assessor Parcel No.: 233-580-46

Present Land Use: Single Family Home
General Plan Designation:
Tier/Neighborhood:

Common Name/
Historic Name:
Architural Style: Craftsman

Zoning: Residential
Related Case File:

Put answers to questions 1-3 on the reverse side of this form.

1. Please describe historical aspects of the site or structure as well as any other significant factors which may determine this as an Historic Resource (i.e., special aesthetics; cultural, architectural, or engineering factors; and any dates, events, or persons associated with the site or structure).

2. Has the site or structure been altered in any way from its original design? Explain.

3. Are there any known threats to the site or structure? (i.e., private development, zoning, vandalism, public works, structural damage, etc.)

SUBMITTAL REQUIREMENTS:

- ☐ Complete legal description of property
- ☐ List of past and present occupants/owners
- ☐ 1 copy of site plan
- ☐ Photos of exterior of structure/site
- ☐ Evidence that the property owner has consented to designating the Historic/Cultural Resource as an Historic Landmark/Local Register Property
- ☐ Chain of Title
- ☐ State of California Department of Parks and Recreation Forms 523a & b (attached)

RECEIVED
AUG 11 2016
PLANNING DIVISION

D. Reynold 8-11-16
Applicant Signature (Date)
C. Hollins 08/11/2016

D. Reynold 8-11-16
Property Owner Signature (Date)
C. Hollins 08/11/2016

EX/306 (Rev. 3/04)

1. High gabled single story home. double hung wood sash windows. Craftsman style home.

Has original kitchen, garden shed and garage. Home runs North to South

Home is considered/rated significant

2. Home has an artist studio entrance added in the 1940's. Skylights have been added and there are

front vinyl windows that were replace in the 1970s.

3. Structural damage could occur is heavy rains hit due to the concrete in the back that does not drain and floods

Termite damage, house needs to be termited

The electical is original and needs to be updated/replaced

State of California --- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code Reviewer Date

Page 1 of 3 *Resource Name or #: (Assigned by recorder)

P1. Other Identifier: Parcel Number 233-580-46

*P2. Location: ☐ Not for Publication ☐ Unrestricted

*a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T ____; R ____; ____ ¼ of ____ ¼ of Sec ____; ____ B.M.

c. Address 1106 South Juniper Street City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone ____, ____ mE/ ____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

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

A single family clapboard craftsman style home. Home has high gabled roof.
Listed as significant on the City of Escondido Historic Resources Inventory.
High Gabled ceilings, clapboard, has original kitchen. Home runs North to South, Original windows with sashes.
Home has the
Also has an original garden shed and garage.

*P3b. Resource Attributes: (List attributes and codes) HP2

*P4. Resources Present: ☐ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

P5b. Description of Photo:
(view, date, accession #) Front view from street
Photo date August 2016

*P6. Date Constructed/Age and Source:
☑ Historic ☐ Prehistoric ☐ Both
constructed in 1925

*P7. Owner and Address: David Reynold
Cindy Hollins, 339 Merrywood Lane
Escondido, CA 92025

*P8. Recorded by:
(Name, affiliation, and address)
Cindy Hollins
339 Merrywood Lane, Escondido CA 92025

*P9. Date Recorded: 8/9/2016

*P10. Survey Type: (Describe) Homeowners effort

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

*Attachments: ☐ NONE ☐ Location 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):

State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

***NRHP Status Code** _____

 ***Resource Name or #:** (Assigned by recorder) _____

B1. Historic Name: _____

B2. Common Name: _____

B3. Original Use: Single Family Dwelling

B4. Present Use: SIngle Family Dwelling

***B5. Architectural Style:** Craftsman Clapboard with Gabled Roof

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

Aluminum slider windows 2009 (on front window facing street)

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

***B8. Related Features:**

Original Garage and Garden Shed

B9a. Architect: _____ b. Builder: _____

***B10. Significance: Theme** _____ **Area:** _____

Period of Significance: _____ **Property Type:** _____ **Applicable Criteria:** _____

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

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

***B12. References:**

B13. Remarks:

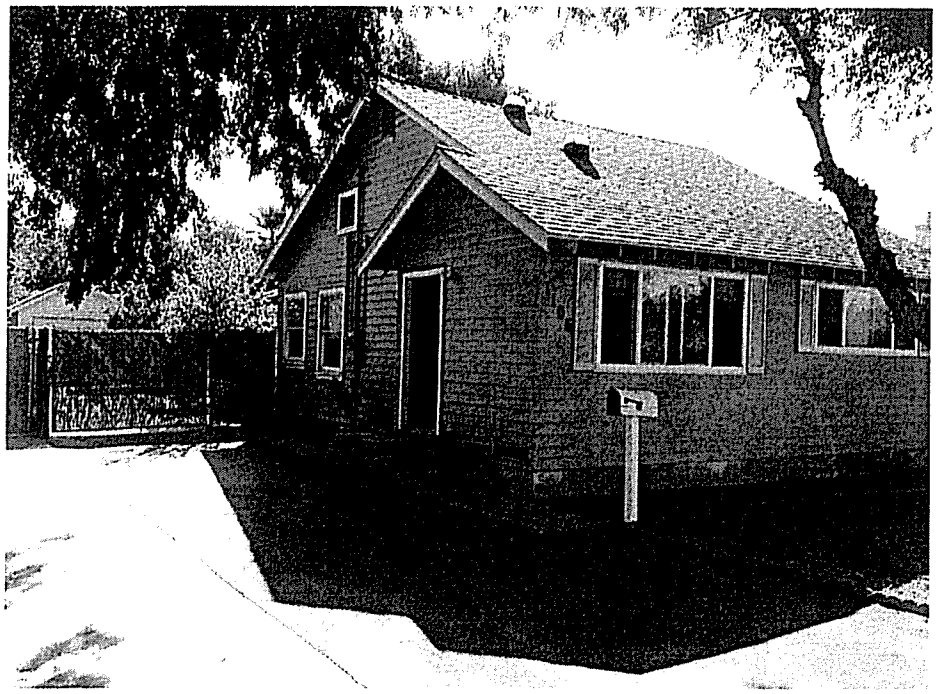
***B14. Evaluator:**

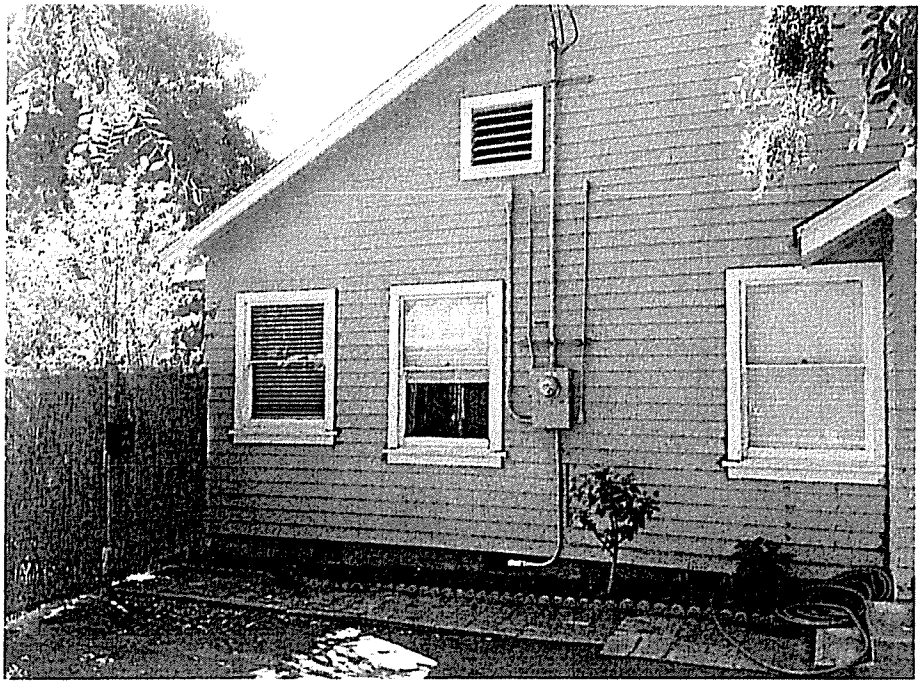
***Date of Evaluation:** _____

(This space reserved for official comments)

Sketch Map with north arrow required.

*Required information





City of Escondido

HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic Name

Ser.No.
Natl. Reg. Status
Local Designation
Local Ranking Significant

2. Common or Current Name
3. Number & Street 1106 South Juniper Street

Cross-Corridor

City: Escondido Vicinity Only Zip 92025 County: San Diego

4. UTM zone A B C D
5. Quad map No. Parcel No. 233-580-46 Other

DESCRIPTION

6. Property Category If district,number of documented resources
7. Briefly describe the present physical appearance of the property,including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

This high gabled roof of this single-story clapboard house runs side to side (north to south) and has exposed beam ends along the front facade. A clapboard addition has been placed on the front. Two aluminum windows face the front (west) and the door is on the north side. Double-hung wood-sash windows are used throughout the rest of the house. A shed-style board and batten addition on the back is not visible from the street.
The architectural style is: Craftsman - Altered
The condition is: good
The related features are: clapboard garage in back
The surroundings are: residential; densely built-up
The boundaries are:

8. Planning Agency
City of Escondido

9. Owner and Address
Naomi G. Rummel
same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

HISTORICAL INFORMATION

14. Construction Date(s) c1925 Original location unknown Date moved

15. Alterations & date front porch enclosed

16. Architect unknown Builder unknown

17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture Area
Period Property Type Context formally developed?

19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

20. Sources

21. Applicable National Register criteria

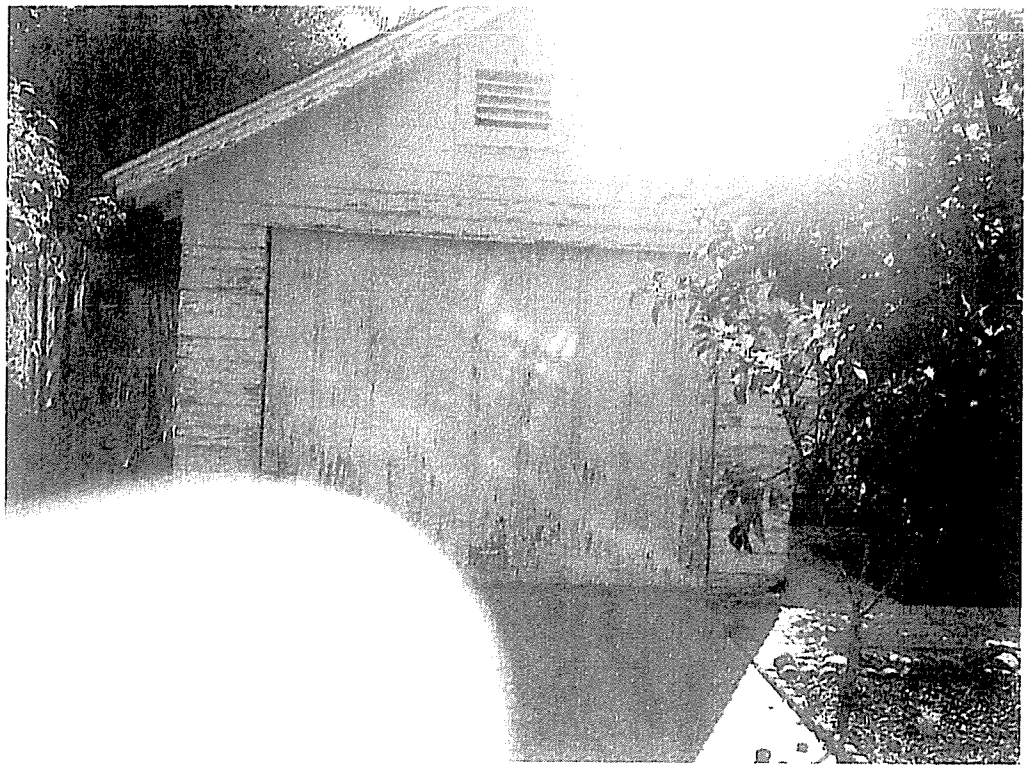
22. Other Recognition:
State Landmark Number

23. Evaluator
Date of Evaluation 1990

24. Survey type

25. Survey name

26. Year Form Prepared 1983
By(Name) Donald A. Cotton Associates
Organization Revised by AEGIS 1990
Address 111 Spring Street
City & Zip Claremont, CA 91711
Phone (714) 621 1207



Ford
Cadillac
CARS.
ESCONDIDO GARAGE
EARL P. SCHNACK.

Chain of Title for 1106 South Juniper Street

Escondido, CA 92025

Original Owner

Elias Rafferty

1925

Elias Rafferty to A.L. Hubbard

1927

A.L. Hubbell to Earl and Lena Schnack

A.L. Hubbell was and Attorney and City Judge

Earl Schnack owned the first Ford Dealership and Garage on 210 W. Grand Avenue

1967 (October 17th)

From Earl and Lena Schmack to Naomi Rummel

Naomi Rummel was a secretary at Juniper School

1989 (9/26/1989)

From Naomi Rummel to Lavanda Watson

2006 (May 19)

From Lavanda Watson to Angelina Ocampo

2009 (May 14)

From Angelina Ocampo to John Koster, David Cook, Elaine Cook

2016 (May 31)

From John Koster, John and Elaine Cook to David Reynold and Cynthia Hollins

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and **[Insert Owner's Name]** (hereinafter referred to as "the OWNER").

Recitals

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

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

the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNER shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNER is in compliance with this Agreement.

DR CH **OWNER'S INITIALS**

3. Inspections. The OWNER agrees to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNER'S compliance with this Agreement.

DR CH **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNER agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNER shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
ii. Scrap lumber, junk, trash, or debris;
iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
iv. Stagnant water or excavations, including swimming pools or spas; and
v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on

Agreement. The parties recognize and agree 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 the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNER shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNER of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

DP OWNER'S INITIALS

automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

DR G. OWNER'S INITIALS

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

DR G. OWNER'S INITIALS

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, 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 its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24 Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY:	City Clerk City of Escondido 201 N. Broadway Escondido, CA 92025
OWNER:	[Insert Owner's Name & Mailing Address]

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNER or an agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNER have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Mayor

Dated: _____ By: _____
City Clerk

OWNER

Dated: _____ By: _____
[Insert Owner's Name]
(This signature must be notarized.)

Dated: _____ By: _____
[Insert Owner's Name]
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

From: City of Escondido
201 North Broadway
Escondido, CA 92025

Project Title/Case No.: HP 16-0007

Project Location - specific: Addressed as 1106 South Juniper Street (APN 233-580-4600), located on the east side of South Juniper Street between East 11th Avenue and Chestnut Street.

Project Location - City: Escondido, **Project Location - County**: San Diego

Description of Project:
To approve the Local Register listing and a Mills Act contract for the 0.147-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: David Reynolds & Cindy Hollins
Address: 339 Merrywood Lane, Escondido, CA 92025
Telephone: (760) 300-5304

☒ Private entity ☐ School district ☐ Local public agency ☐ State agency ☐ Other special district

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham
Area Code/Telephone/Extension (760) 839-4306

Signature: Paul K. Bingham
Assistant Planner

September 28, 2016
Date

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR:

Agenda Item No.: 11
Date: October 26, 2016

RESOLUTION NO. 2016-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, LISTING THE RESIDENTIAL STRUCTURE ON THE PROPERTY ADDRESSED AS 1106 SOUTH JUNPER STREET ON THE CITY'S LOCAL REGISTER OF HISTORIC PLACES AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, AKA AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH DAVID E. REYNOLD AND CYNTHIA G. HOLLINS FOR THE PROPERTY LOCATED AT 1106 SOUTH JUNIPER STREET

(Case No. HP 16-0007)

WHEREAS, the City's Historic Resources Ordinance identifies seven criteria for properties to be listed on the City's Local Register of Historic Places; and

WHEREAS, properties eligible for listing on the Local Register must meet at least two of the seven criteria identified in the Ordinance; and

WHEREAS, the property located at 1106 S. Juniper Street has been evaluated against the criteria and has been found to be eligible for listing on the Local Register; and

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, David E. Reynolds and Cynthia G. Hollins have submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 1106 S. Juniper Street (APN 233-580-46-00); and

WHEREAS, this property qualifies for a Mills Act Contract since it was recommended by the Historic Preservation Commission to be listed in the Local Register of Historic Resources on October 4, 2016; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to list the historic residence located at 1106 S. Juniper Street on the City's Local Register of Historic Places and approve the Agreement for the property, as recommended by the Historic Preservation Commission on October 4, 2016; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31. "Historic Resources Restoration/Rehabilitation."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to list the property on the City's Local Register of Historic Places and to execute, on behalf of the City, an Agreement with David E. Reynolds and Cynthia G. Hollins for the property located at 1106 S. Juniper Street. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

HP 16-0007

Resolution No. 2016-160
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and David E. Reynold and Cynthia G. Hollins (hereinafter referred to as "the OWNERS").

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

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

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNERS agree to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNERS shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
ii. Scrap lumber, junk, trash, or debris;
iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
iv. Stagnant water or excavations, including swimming pools or spas; and
v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNERS shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNERS within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNERS perform

work on the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNERS shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNERS are in compliance with this Agreement.

_____ **OWNERS' INITIALS**

3. Inspections. The OWNERS agree to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

_____ **OWNER' 'INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

additional year shall automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS: (a) have breached any of the conditions or covenants of this Agreement; (b) have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

_____ **OWNERS' INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNERS' INITIALS**

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree 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 the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNERS, the City shall give written notice to the OWNERS by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNERS to be in breach 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 or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNERS shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNERS,
their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNERS of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNERS shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNERS' obligations under this Paragraph shall survive termination of this Agreement.

_____ **OWNERS' INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, 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 its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24 Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY:	City Clerk City of Escondido 201 N. Broadway Escondido, CA 92025
OWNERS:	David E. Reynold & Cynthia G. Hollins Mailing Address: 339 Merrywood Lane Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____ By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____ By: _____
Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____ By: _____
David E. Reynold
(This signature must be notarized.)

Dated: _____ By: _____
Cynthia G. Hollins
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

THAT PORTION OF LOT 1 IN BLOCK 307 OF TOWN OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JANUARY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1, DISTANT THEREON 404.1 FEET NORTHWESTERLY FROM THE INTERSECTION OF THE WEST LINE OF CHESTNUT STREET WITH THE NORTHEAST LINE OF JUNIPER STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.50 FEET; THENCE NORTHWESTERLY AT RIGHTANGLES TO ASID SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 130.00 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 107.5 FEET TO THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN DEED TO EARL P. SCHNACK, ET UX, RECORDED NOVEMBER 1, 1927 IN BOOK 1268, PAGE 329 OF DEEDS; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 60.00 FEET.

Assessor's Parcel Number: 233-580-46-00

Commonly known as: 1106 South Juniper Street, Escondido, CA 92025

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 1106 South Juniper Street

Property Owners: David Reynolds & Cindy Hollins

1. Replace vinyl windows with period-appropriate wood framed windows, sills and sashes.
2. Install new entry railing consistent with this era.
3. Replace the home's aging electrical system.
4. Termite tent the structure and repair all termite damaged wood.
5. Replace cracked foundation in the rear which floods during heavy rains.
6. Repair/replace remaining original and aging plumbing.
7. Repair existing wood framed windows which no longer function properly.
8. Repair and repaint garage and garden shed.
9. Paint exterior of house with historically appropriate colors.
10. Replace the front door with a period-appropriate door.
11. Repair roof damage and trim back large tree to prevent further damage from occurring.

ESCONDIDO
City of Choice

CITY COUNCIL

For City Clerk's Use:
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Reso No. _____ File No. _____
Ord No. _____

Agenda Item No.: 12
Date: October 26, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Finance Director

SUBJECT: Financial Status Report and Budget Adjustment for Fiscal Year 2015/16

RECOMMENDATION:

It is requested that the City Council receive and file the annual financial status report for fiscal year 2015/16 and approve the attached budget adjustment that recommends using the year-end General Fund surplus of $1,961,000 to fund specific department funding requests totaling $232,000, to transfer $500,000 to the Workers Compensation Fund Reserve, to transfer $200,000 to the General Liability Fund Reserve and to adopt Resolution 2016-167. The Resolution recommends transferring $529,000 to a newly established "Pension Rate Smoothing Reserve" and transfer the remaining balance of $500,000 to the General Fund Reserve. The year-end Reserve balance will be $17,392,319.

FISCAL ANALYSIS:

This report provides the City Council with the financial status of selected funds of the City for fiscal year 2015/16. The report provides an analysis of unaudited revenue and expenditure for fiscal year 2015/16 in comparison to fiscal year 2014/15 for the General Fund, the Recreation Fund, the Reidy Creek Municipal Golf Course Fund and the Water and Wastewater Funds. The financial highlights for each of these funds are summarized below.

The General Fund adopted a balanced annual operating budget in fiscal year 2015/16 without the use of reserves. The General Fund ended the year on a positive note with surplus funds of $1,961,000. This was the result of operating expenditures coming in under budget by about $1.9 million and operating revenue coming in slightly over budget by about $132,000. Staff is recommending that this surplus be used to fund the following City Manager recommendations and four reserve funds:

- Transfer funds to cover the Reidy Creek Golf Course operating loss in fiscal year 2015/16. Amount requested $122,000.
- Transfer funds to renovate the Reidy Creek Golf Course Clubhouse. Amount requested $110,000.

- Transfer funds to General Liability Fund Reserves to increase the cash balance in this fund to work towards realizing the City actuary's expected value of estimated unpaid future claims. Amount requested $200,000.
- Transfer funds to the Workers Compensation Fund Reserve to increase the cash balance in this fund to work towards achieving the City actuary's expected value of estimated unpaid future claims. Amount requested $500,000.
- Transfer funds to a Pension Rate Smoothing Reserve to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases. Amount requested $529,000.
- Transfer remaining balance of $500,000 to the General Fund Reserve. This will bring the year-end Reserve balance to $17,392,319 or 19 percent of General Fund operating revenue.

The Community Services Fund Fiscal Year 2015/16 operating budget anticipated using reserves of $112,165. They ended the year on a positive note with net sources over uses of $80,095, leaving an ending fund balance of $186,476. Community Services staff is continuing to evaluate the City's Recreation programs and activities for possible fee increases, marketing strategies, and cost-saving measures in order to balance current and future budgets.

The Reidy Creek Municipal Golf Course ended the year with an operating loss of about $122,000. This a slight improvement over the prior year when the loss was $131,000. JC Resorts, along with City staff, will continue to look for ways to attract more golfers to the course and keep costs down. In May 2016, footgolf was added to the course to provide another revenue stream and to introduce new people to the game of golf and footgolf. In addition, if the City Council approves the request for funding to renovate the Reidy Creek Clubhouse, this will create a new banquet facility and home for community and personal events which will add another revenue stream to the golf course operations.

The Water Fund ended fiscal year 2015/16 with net operating income of $4.2 million. This amount was lower than the prior year by about $4.1 million due to less water consumption as a result of customer water conservation efforts. The Water Operating, Debt and Capital Reserve decreased by $8.7 million which was the result of funding capital projects from this Reserve. The year-end Reserve balance is $7.2 million

The Wastewater Fund ended fiscal year 2015/16 with net operating income of $10.6 million. This amount was lower than the prior year by about $651,000. This was due to increases in staffing costs, chemicals, professional service fees, gas and electric costs and repairs to the plant. The wastewater Operating, Debt and Capital Reserve decreased by $20.6 million which was the result of funding wastewater capital projects from this reserve. The year-end Reserve balance is $11.2 million

PREVIOUS ACTION:

On February 10, 2016 and May 11, 2016, the City Council received and approved quarterly financial reports for the second and third quarters of fiscal year 2015/16.

BACKGROUND:

This year-end financial status report presents a financial update to the City Council concerning certain funds of the City and their year-end financial outcome. This report includes budgetary information for selected funds, along with actual revenues and expenditures for the year. In addition, it provides Council a summary of each of these funds' financial plan and whether the plan was achieved during the Year. The City Council will be receiving the Escondido Comprehensive Annual Financial Report (CAFR) in December, which is prepared in accordance with generally accepted accounting principles (GAAP).

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

Joan Ryan
Assistant Finance Director

CITY OF ESCONDIDO
FOURTH QUARTER FINANCIAL REPORT
June 30, 2016

OVERVIEW

This report summarizes the City's overall financial position for the period of July 1, 2015 through June 30, 2016. While the focus of this report is the General Fund, the financial status of the Community Services Fund, the Water and Wastewater Funds, and the Reidy Creek Municipal Golf Course are included. This report is for internal use only. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting principles (GAAP).

The revenue projections and budget include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of June 30, 2016.

GENERAL FUND

The General Fund ended fiscal year 2015/16 with net sources over uses of about $2 million. These results were achieved because actual operating expenditures were under budget by about $1.9 million and actual operating revenues were over budget by about $100,000.

General Fund
Comparison of Final Budget to Actuals
As of June 30, 2016

	FINAL BUDGET	ACTUAL
Total Revenue	$90,631,193	$90,764,144
Total Expenditures	$91,910,228	$89,899,532
Other Sources (Uses) Note 1	$822,095	$1,096,599
Total Sources over (Uses) Note 2	($456,940)	$1,961,211
Reserve Balance		$16,892,319

Note 1: Total Sources (Uses) include transfers in and advances from other funds less transfers out and advance repayments.

Note 2: Council approved the use of General Fund Reserves during the year-end report to Council on October 28, 2015.

General Fund Revenue: General Fund total revenue was up 5% compared to the prior year or about $4.4 million if you exclude one-time revenue. The City received one-time revenue from fire mutual aid of about $614,000, an additional $2 million was received in sales tax due to the end of the Triple Flip, and $387,000 was received from the State for payment of outstanding mandated cost claims. Details of the General Fund revenue sources are outlined below.

General Fund Revenue	Amended Budget	FY 2015/16 Actual	FY 2014/15 Actual
Sales Tax	$ 35,650,000	$ 35,580,717	$ 33,604,138
Property Tax	23,264,000	23,249,072	22,117,837
Other Taxes	11,705,000	11,499,609	11,621,037
Intergovernmental	2,966,838	2,907,434	2,885,874
Permits & Fees	846,435	934,455	862,280
Fines & Forfeitures	1,335,000	1,347,167	1,157,264
Charges for Services	8,116,285	8,342,948	7,294,683
Investment & Property	3,688,220	3,711,349	3,606,507
One-Time Revenue	3,059,415	3,191,393	1,549,013
Total with One-Time Revenue	90,631,193	90,764,144	84,698,633
Total excluding One Time Revenue	$ 87,571,778	$ 87,572,751	$ 83,149,620

Sales Tax: Sales Tax revenues were $1.9 million higher than the previous year, or up about 6%, and were higher than projected fiscal year 2015/16 sales tax growth of 4%. This increase over the prior year is mainly due to growth in sales tax collected on new auto sales, building materials, and restaurants. These gains were offset by declines in sales tax collected from service stations and food markets.

Property Tax: Property Tax revenues are up about 5% or about $1.1 million compared to the prior year. This is because assessed value growth for Escondido in fiscal year 2015/16 was up 4.8% compared to the prior year.

Other Taxes: Other Taxes are down about $121,000 compared to the prior year. This decrease is mainly from a decrease in the in-lieu franchise fee payment received from SDG&E due to a decrease in natural gas prices. This amount is offset by an increase in revenue received from the transient occupancy tax which is up about 12%.

Intergovernmental: Intergovernmental revenue includes the Rincon fire services agreement, state mandated costs claims and various grants and was up only slightly compared to the prior year.

Fines and Forfeitures: Fines and forfeitures are up about $190,000 or 16% compared to the prior year, with the majority of this increase coming from increased collection of code enforcement citations.

Charges for Services: Charges for Services have increased over the prior year by about $1 million. This increase is due to increased development activity in the City, which has resulted in increased revenue from engineering and planning fees. In addition, paramedic revenue is up about 10% due to increased paramedic transports.

General Fund Expenditures: General Fund total expenditures are up 4% compared to the prior fiscal year or about $3.4 million but were under budget by about $1.9 million. The significant reasons for this increase over the prior year include increases to salaries, PERS expenses, utilities, general liability insurance, and property insurance.

General Fund Expenditures	Amended Budget	FY 2015/16 Actual	FY 2014/15 Actual
General Government	$ 6,169,930	$ 5,828,914	$ 5,445,604
Community Services	4,773,178	4,357,854	4,340,788
Community Development	3,851,065	3,534,885	3,271,854
Public Works	11,606,945	11,100,365	10,465,632
Public Safety	62,890,865	62,535,313	60,454,201
Other Expenditures	2,618,245	2,542,201	2,495,784
Total	$ 91,910,228	$89,899,532	$ 86,473,863

COMMUNITY SERVICES FUND

The Community Services Fund overall revenues were down about 4% in comparison to the prior year, but only 2.6% under budget. Expenditures were about 2% lower than the prior and 7.5% under budget. The Community Services Fund budget for FY 2015/16 anticipated needing the transfer from the general fund and using $112,165 of fund balance to balance their budget. With their expenditures coming in under budget for the fiscal year, the fund did not have to use fund balance and with the transfer from the general fund ended the year with net sources over uses of $80,095, leaving an ending fund balance of $186,476.

Community Services Fund	Annual Budget	FY 15/16 Actual	FY 14/15 Actual
Revenues	3,400,420	3,311,509	3,458,486
Expenditures	3,735,685	3,454,514	3,540,375
Other Sources (Uses)	223,100	223,100	217,897
Total Sources Over Uses	(112,165)	80,095	136,008

REIDY CREEK GOLF COURSE FUND

The Reidy Creek Golf Course Fund ended the year with an operating loss of $121,597. This is a slight improvement from the $131,000 loss in the prior year. With the number of golfers nationwide decreasing annually JC Resorts is continually working on marketing techniques and ideas to improve revenues on an ongoing basis. In May 2016, the course had a grand opening for the new sport footgolf, and has seen increased revenue coming in from that over the last few months. A transfer of $122,000 is being requested to cover the year's losses.

Reidy Creek Golf Course	Annual Budget	FY 15/16 Actual	FY 14/15 Actual
Revenues	663,890	545,664	496,461
Expenditures	663,890	667,261	627,320
Total Operating Loss		(121,597)	(130,859)
Other Sources (Uses)		167,000	60,000
Equipment Purchase		(35,085)	
Total Sources Over (Under) Uses		10,318	(70,859)

ENTERPRISE FUNDS

Water Fund: The Water Fund operating revenue decreased by $4.4 million or 8.2% from the prior year. The decrease is due to less consumption as a result of customer water conservation. Operating expenses decreased by $2.0 million or 4.4% compared to the prior year; these decreased costs were primarily from purchased water.

Water Fund	Annual Budget	FY 2015/16 Actual	FY 2014/15 Actual
Operating Revenues	61,444,000	49,105,084	53,511,315
Operating Expenses	(53,968,250)	(44,865,148)	(45,173,635)
Operating Income	7,475,750	4,239,936	8,337,680
Nonoperating Rev (Exp)	(588,020)	707,800	1,070,251
Transfer to Capital Projects and Debt Srvc	(9,975,780)	(9,926,843)	(14,092,668)
Total Sources over Uses	(3,088,050)	(4,979,107)	(4,684,737)

Beginning in fiscal year 2014/15, both the Water and Wastewater funds have set up an Operating, Debt and Capital Reserve that will be used to ensure that both funds have adequate cash reserves to meet operating, capital and debt service requirements. The monies in this reserve can be used to meet emergency cash flow requirements, fund future capital projects and provide protection from default on annual debt service payments.

Wastewater Fund: Operating revenue was up $2.6 million over the prior year. The increase consists of $1.1 million due to back billing Sempra Energy for recycled water usage, $700,000 is a back payment from Metropolitan Water

District for recycled water incentives, and $800,000 due to rate increases. Operating expenditures increased by $3.2 million due to increases in staffing costs, chemicals, professional fees, gas and electric costs and repairs to the plant.

Wastewater Fund	Annual Budget	FY 2015/16 Actual	FY 2014/15 Actual
Operating Revenues	31,088,200	33,594,078	31,028,972
Operating Expenses	(22,996,160)	(22,944,190)	(19,728,268)
Operating Income	8,092,040	10,649,888	11,300,704
Nonoperating Rev (Exp)	(1,031,225)	(954,330)	(115,904)
Transfer to Capital Projects and Debt Srvc	(24,758,552)	(24,220,472)	(13,981,576)
Total Sources over Uses	(17,697,737)	(14,524,914)	(2,796,776)

FOR MORE INFORMATION

This summary report is based on detailed information generated by the City's finance department. If you have any questions or would like additional information on this report, please contact the finance department at (760) 839-4676 or visit www.escondido.org.

ESCONDIDO
City of Choice

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: 10/26/2016

Department: Finance

Division:

Project/Budget Manager: Joan Ryan (Name) x4338 (Extension)

Council Date (if applicable): 10/26/2016
(attach copy of staff report)

For Finance Use Only
Log # BA 10-04
Fiscal Year 2017
ear
_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Transfer In-Reidy Creek	4999-553	122,000	
Transfer Out-General Fund	5999-001	122,000	
CIP-Reidy Creek Golf Course Clubhouse Renovation	229-NEW	110,000	
Transfer In-CIP	4999-229	110,000	
Transfer Out-General Fund	5999-001	110,000	
PERS Rate Smoothing Reserve	3XXX-001	529,000	
General Fund Reserve	3007-001	500,000	
Transfer In-General Liability	4999-691	200,000	
Transfer In-Workers' Comp.	4999-690	500,000	
Transfer Out-General Fund	5999-001	700,000	
General Fund-Fund Balance	3050-001		1,961,000

Explanation of Request:

Use of 2015/16 General Fund year end surplus: Reidy Creek golf course operating loss, Reidy Creek golf course clubhouse renovations, creation of PERS rate smoothing reserve, increase General Fund reserve balance, increase General Liability insurance reserve, and increase Workers' Compensation insurance reserve

APPROVALS

Department Head — Date 10-19-16

Finance — Date 10/19/16

City Manager — Date

City Clerk — Date

Distribution (after approval): Original: Finance
FM\105 (Rev.08/06)

Agenda Item No.: 12
Date: October 26, 2016

RESOLUTION NO. 2016-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DIRECTING THE USE OF REMAINING FUNDS FROM FISCAL YEAR 2015/16 AND MODIFYING THE CITY'S FUND BALANCE POLICY

WHEREAS, the close of Fiscal Year 2015/16 has produced a change in Fund Balance and the City Council must determine the use of these remaining funds; and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Council of the City of Escondido has previously adopted Resolution No. 2015-215(R), the Fund Balance Policy; and

WHEREAS, the Fund Balance Policy provides that the City Council may commit funds for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same formal action to establish the commitment; and

WHEREAS, the Director of Administrative Services has recommended to the City Council that a portion of the Fiscal Year 2015/16 General Fund net income in the amount of $529,000 be "Committed" to a Pension Rate Smoothing Reserve; and

WHEREAS, the Director of Administrative Services has recommended to the City Council that the General Fund remaining net income balance from Fiscal Year

2015/16 of $500,000 be added to the "Committed" portion of the General Fund balance (i.e. Reserves); and

Whereas, the City Council has determined that the Pension Rate Smoothing Reserve be established at $529,000; and

WHEREAS, the City Council has determined that the General Fund Reserve balance be established at $17,392,319;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City Council hereby establishes and approves the Committed balance of the General Fund Pension Rate Smoothing Reserve at $529,000 as of the date of this Resolution.

3. That the City Council hereby establishes and approves the Committed balance of the General Fund Reserve at $17,392,319 as of the date of this Resolution.

4. That the City Council hereby adopts the staff recommendation presented at the Council meeting of October 26, 2016.

ESCONDIDO
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Agenda Item No.: 13
Date: October 26, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Finance Director

SUBJECT: Proposed Changes to Annual Inventory of City Fees

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-147, authorizing new City fees, making changes to certain existing fees for service, and deleting fees for service that are no longer used.

FISCAL ANALYSIS:

These fee changes are being proposed to update existing City fees to ensure full cost recovery. Full cost recovery means that the fees charged by the City for the services being delivered equal the City's cost of providing the services including direct and indirect costs, departmental overhead and City administration.

It is impossible to have a fee schedule that perfectly collects exactly and precisely the full cost of providing services at any point in time. Both costs and the demand for services change over time. However, in the aggregate, over a period of time, it is possible to establish fee levels designed to recover all eligible costs.

BACKGROUND:

Each year Staff reviews the City fee inventory schedule for possible fee changes keeping in mind the need to charge a user fee that will fully recover the costs associated with the service their department is providing. Exhibit "A" of Resolution 2016-147 provides a comparison between existing and proposed fee changes. If these proposed fee changes are approved by the City Council, they would go into effect on November 1, 2016. These proposed fee changes do not include development impact fees or fee increases that requires a Prop 218 notification.

Following is a description of the steps taken to develop these user fees and an analysis of the proposed fee changes by department/division.

Cost of Service Analysis:

A cost of services analysis is an effort to quantify the full cost of providing a service and then establishing a user fee based on this analysis. Calculating user fees using the full cost recovery model is accomplished by estimating the number of hours required to provide the service and then multiplying this amount by a fully loaded hourly rate. Hours to accomplish the service are identified by breaking the process into individual tasks and then determining the time it takes to complete each task. The amount and level of staff time varies with the scale and complexity of the service. These average staff time estimates are then multiplied by the fully loaded hourly rate which includes direct and indirect costs as well as the department's internal overhead rate and the City-wide overhead rate to yield an average full cost of the service.

The average full cost of providing a fee for service is just that: an average cost at the individual fee level. The City does not have the systems in place to impose fees for every service or activity based on the actual time it takes to service each individual. The average cost approach is used by most cities to calculate fees. With the exception of certain Planning and Engineering fees for services associated with complex or large scale projects, most of the City's fee schedule is composed of flat fees which are linked to an average cost of service. Using this process establishes fee levels designed to recover all eligible costs of providing a service.

Fee Establishment:

City Staff reviewed the list of current City fees and identified proposed fee increases needed to match the cost of providing the service. In other cases, new fees were added or deleted from the fee schedule. This occurred to better relate fees to current business practices. Some new fees were added to cover the costs associated with existing services where no fee was currently being imposed for the service.

Cost Recovery Evaluation:

The City is funded from a variety of sources such as taxes, user fees, special charges, fines, grants and assessments. Many City services are accessible and benefit our citizens as a whole and are primarily funded by local taxes. Examples of these services include police and fire protection and access to the City's parks and library. Other City services benefit a particular segment of the population and provide a direct monetary or personal benefit to the recipient. These services are funded by user fees and it is this group that subsidy and recovery levels should be considered carefully. If costs for providing these specialized goods or services are not fully recovered, there will be a decrease in funding for other public goods and services.

It is generally accepted that a fee's cost recovery level should be in direct proportion to the specific benefit received by the individual. If fee levels fail to recover full costs of operations, then other activities must be scaled down to support unrecovered costs of fee related activities. When

governments subsidize activities instead of recovering full costs of operation, there is less money for the jurisdiction to accomplish other goals. While cities may choose to subsidize certain activities for the greater public good (for example programs for youth or seniors), they do not generally subsidize user fees that benefit only the applicant. Other reasons to subsidize user fees include economic goals, community values, market conditions, or non-compliance if fee is required. City Departments have calculated their user fees based on full cost recovery. If the City Council chooses to subsidize any of these fees that is a policy decision that is being left up to the Council.

With that in mind, below are Staff's proposed fee changes based on fully cost recovery and the reason behind these changes:

City Manager's Office:

In 2013 the City made the Daley Ranch House and immediate areas around the house available for private, corporate, and public events and established a fee structure to cover costs associated with maintenance of the facility while at the same time being competitive with other special event rental facilities. Due to the growing popularity of the Daley Ranch House as well as overhead costs associated with maintaining the facility, the City Manager's Office is proposing modifications to the current fee structure. The changes in fees will allow staff to maintain the facility and equipment, and recoup the costs of hourly wages (including benefits) for staff who supervise activities on the day of the event.

In addition, the City's Risk and Safety Manager recommended that the City require proof of insurance in the amount of $1 million per occurrence for events held at the Daley Ranch House. Event holders may obtain their own insurance but for their convenience, they may purchase special liability insurance from the City. The cost for an event for 150 people without alcohol would be $173. For an event with a liquor liability, the cost would be $328. The proposed fees are based on premium quotes.

The Real Property Division collects a non-refundable processing fee of $2,500 for unsolicited offers to purchase surplus City property. The Division is proposing to increase the fee to $3,000 to better offset the costs of staff time to review the offer and obtain an appraisal in preparation for City Council consideration.

Engineering Fee Changes:

The Engineering division coordinates engineering review of private development projects, planning applications, and environmental studies; inspects all public construction projects including those initiated by private developers; and administers all traffic and transportation projects including those for traffic signals. The Engineering Division is proposing the following changes to the City fee inventory.

When utility undergrounding is not feasible, projects may elect to pay an in lieu fee rather than perform undergrounding. This fee is based on the length and type of utilities along the project frontage. For small projects with large frontages, this fee may not be proportional to the scope and scale of the project. The department is proposing capping the current fee at 5 percent of the project building valuation (based on the latest International Code Council (ICC) valuation table).

The second proposed fee inventory change being requested is for an AT&T annual permit. AT&T has requested that a fee be established to allow participation in the Annual Permit program. The annual fee imposed on AT&T would allow the company to take advantage of the City's streamlined encroachment permit process. This process shortens the turn-around time and simplifies the applications for minor work. Instead of paying for permits on an individual basis, the annual permit fee allows a one-time payment for minor work permits. The proposed fee of $20,000 is calculated based on the average cost of AT&T permits over a three-year period.

Library Division:

The City's Library serves as a community focal point and gathering place. The Library promotes an informed, connected, literate, and employable community through the provision of high-quality programs, resources, and services. The Library is updating fee descriptions and monetary amounts to reflect changes in technology, available materials, and current community needs. The suggested changes are necessary for cost recovery of items available for purchase or lost, and staff overhead for processing replacement items.

Donations have traditionally been suggested for the purchase of USB flash drives, reusable bags used to carry library items home, and ear bud headphones. In order to continue offering this highly desired public service, the Library is asking to have these three fees deposited in the Trust Fund where the funds originated.

Adjusting to community needs, the Library is aligning their facility reservation process to match the current model used by the Community Services Department. This includes updating existing facility reservation fees and classifications, and adding refundable deposits, after-hours staff fees, and equipment use fees. The change to reservation fees will align the Library with the existing Community Services Facility Use Policy, and reflect rates charged for similar facilities in the region.

Community Services Division:

The Recreation Division provides recreational programs and activities for the community including enrichment classes, swimming, preschool, tennis, and health & fitness; special programs for youth include the On Track After School Program, After School Education & Safety (ASES) before and after school, and day camps; and sports activities and leagues including softball, roller hockey, and arena soccer are scheduled seasonally.

Recreation Program Fees were evaluated and approved by the City Council on April 1, 2015, by Resolution 2015-26. Ongoing efforts have been made to operate on a cost recovery basis; however, increased revenue is required to continue current service levels and to further achieve the self-sustaining goal. Staff has analyzed various programs and has prepared the suggested adjustments below:

- Increase to Processing Fee for ActiveNet Transactions - ActiveNet vendor imposed fee increase to 5.89% / transaction
- New Late Payment Fees for facility use rentals and Tiny Tots
- New Tiny Tot Parent Non-Participation Fee
- New Late Pick Up Fee for Camps, Tiny Tot and After School Programs
- New Cancelation Fee for pool reservations to cover cost of Lifeguard
- New Daily Rate for Camp - $40 - $50/day
- New Camp for Teens (Counselor in Training) $70 -$100/ week
- New Advertising Fees
- Increase to Youth Soccer League
- Increase to Hockey League Fees – The current fee of $749/team was approved in 2012, in 2013 the Leagues went from being run by city staff to being run by a private contractor with a fee of $1400/team. As of August 2017, the contractor resigned and City staff has again taken over the program.

The City Fee Inventory also includes facility use fees that are charged to individuals, groups, and business to rent City facilities. Fees for the use of City facilities are established to recover operating and maintenance costs for usage. The City has established classifications that are similar to that of neighboring cities. Staff is proposing fee increases for some facilities and new fees for existing facilities that are heavily used with no fee currently required in order to accomplish cost recovery and consistency with neighboring cities; removal of fees for facilities that are not available for rent; and some specific changes to ensure consistency and equitability for all users.

- Added existing Cleaning Deposit and Staffing Fees to Mathes Community Center and Washington Park Recreation Building.
- Modified Equipment Rental Fees at multiple facilities to establish consistency; changed all fees from per hour to per item.
- Increase to Tournament Staffing Fee to cover cost of staff and materials.
- Increased Rental Fee for the PACC Auditorium for Class D & E users only, due to recent upgrades to the facility and to be consistent with similar city facilities.
- New Fee for Rental of the PACC Library
- Increase to Rental Fee for Jesmond Dene Picnic areas – Original fees were based on areas of the same size and capacity in Kit Carson Park (KCP). Per the results of a 2015 study, increased fees for KCP were proposed and approved on 4/1/15. Jesmond Dene rental Fees were never updated.

Other Fee Changes:

Proposed modifications to descriptions of fees and the removal of certain fees no longer collected by the City are also listed in Exhibit "A."

- The description changes that are being requested by the Fire Department are to reflect information that better explains the service that is provided or that is contained in the upcoming 2016 California Fire Code.

- The Finance Department recommends the removal of the fees associated with Passports. The City stopped offering these services in December 2013. The Finance Department is also recommending the removal of the Parking Permit fee that was established in 2010; this program ended in 2011.

Summary:

Projected Fiscal Year 2016-17 General Fund revenue from charges for services is $8.7 million or 9.5 percent of total revenue. This projection does not include any increases due to new fees or proposed fee changes. Predicting the amount to which these proposed fee increases will affect revenues is difficult to quantify. In the near future, the City should not count on increased revenues to meet any specific expenditure plan. Experience with these fee increases should be gained before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the City, proposed fee increases should over time enhance the City's revenue stream. In addition, approval of these fee changes will establish fee levels designed to recover all eligible costs of providing a service.

Representatives from each Department will be present at the City Council Meeting to answer any questions regarding these proposed fee changes.

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

Joan Ryan
Assistant Finance Director

Agenda Item No.: 13
Date: October 26, 2016

RESOLUTION NO. 2016-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING FEES FOR CERTAIN SERVICES AND PERMITS AND THE REMOVAL OF FEES FOR SERVICES NO LONGER USED

WHEREAS, the City of Escondido ("City") charges fees for services and permits; and

WHEREAS, staff recommends increases in certain existing fees, addition of new fees and removal of fees no longer required; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt the changes in certain existing fees as presented in Exhibit "A," which is attached to this Resolution and incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City Council approves the City fees contained in Exhibit "A."

3. That the City Fees listed in Exhibit "A" shall be effective November 1, 2016.

List of Proposed Fee Inventory Changes

Department	*Fee Description*	*Description Change*	*Current Fee / Unit Basis*	*Proposed Fee*
CITY MANAGER				
~~Engin. & Maint~~ City Manager	Non-refundable Processing Fee for Unsolicited Offers for City Surplus Properties		$2,500 / each	$3,000
City Manager	Daley Ranch House - site rental fee (Escondido resident)		$100 / hr (2 hour minimum)	$200 / hour
City Manager	Daley Ranch House - site rental Fee (non-resident)		$150 / hr (2 hour minimum)	$250 / hour
City Manager	Daley Ranch House - Venue Representative		NEW FEE	$22 / hour
City Manager	Daley Ranch House - Insurance Fee		NEW FEE	$173 / 150 people or $328 / liquor liability
ENGINEERING AND MAINTENANCE				
Engin. & Maint	Undergrounding of Overhead Utilities Waiver		$467 / lf ($324 / SDG&E, $83 / Telephone, $60 / Cable)	Same Fee capped at 5% of the project building valuation
Engin. & Maint	Annual Permit Fee for AT&T Communication		NEW FEE	$20,000
LIBRARY				
Library	Badly Damaged Video / CD / DVD / AC Book / Software	Badly Damaged Video / CD / DVD / Audio Book	Variable	List Price
Library	Compact Disc (CD) Software Checkout Fee	Media Checkout / CD	$0.25 / 3 weeks	$0.25 / 3 weeks
Library	Copies - Color		NEW FEE	$0.75 / per page
Library	Ear Bud Headphones		NEW FEE	$3.00 / each
Library	Fax - 1st Page		NEW FEE	$1.75 / per page
Library	Fax - Additional Pages		NEW FEE	$1.00 / per page
Library	Lost Magazine / Paperback Book		list replacement cost	List Price
Library	Lost / Damaged Items Processing Fee		NEW FEE	$5.00 / per item
Library	Lost / Damamged Chromebook Fee		NEW FEE	$300 / each
Library	Lost / Damamged iPad / Tablet Fee		NEW FEE	$300 / each
Library	Lost / Damamged Laptop Fee		NEW FEE	$700 / each
Library	Lost/Damaged Mouse / Powercord Fee		NEW FEE	$10 / each
Library	Lost Video / DVD / CD / AC Book	Lost Media / DVD / CD / Audio Book	List Price	List Price
Library	Overdue Video / DVD	Overdue Media / DVD / Video Games / Playaways	$0.50 / day	
Library	Replace Lost Library Card		$2.50 / adults, $1.00 / children under 18	$2.00 per card
Library	Reusable Library Tote Bag		NEW FEE	$2.00 / each
Library	Room Rental - Refund Fee		NEW FEE	25% / total rental cost excluding room deposit
Library	Room Rental - Cleaning / Damage Deposit		NEW FEE	$250.00 / flat rate
Library	Room Rental - Staff Fee		NEW FEE	$25.00 / per hour
Library	Turrentine Room - Laptop Use		NEW FEE	$25.00 / flat rate
Library	Turrentine Room - P.A. System Use		NEW FEE	$25.00 / flat rate
Library	Turrentine Room - Piano Use		NEW FEE	$25.00 / flat rate
Library	Turrentine Room - Portable TV / DVD Use		NEW FEE	$25.00 / flat rate
Library	Turrentine Room - Projector Use		NEW FEE	$25.00 / flat rate

List of Proposed Fee Inventory Changes

Department	*Fee Description*	*Description Change*	*Current Fee / Unit Basis*	*Proposed Fee*
Library	Turrentine Room Rental / Commercial Groups	Turrentine Room Rental / Class E	$150 / hour	$90.00 / per hour
Library	Turrentine Room Rental / Non-Profit	Turrentine Room Rental / Class C	$15 / hour	$40.00 / per hour
Library	Turrentine Room Rental / Recitals	Turrentine Room Rental / Class B	$25 / hour	
Library	Turrentine Room - Rental Fee / Class D		NEW FEE	$75.00 / per hour
Library	USB Flash Drive		NEW FEE	$5.00 each
Library	Video Checkout Fee	Media Checkout / DVD / Video Games	$0.50 / week	
COMMUNITY SERVICES				
Comm. Srv.	Processing Fee - ActiveNet		5.5% per transaction	5.89% per transaction
Comm. Srv.	Facility Use Payment Late Fee		NEW FEE	$10
Comm. Srv.	Tiny Tot Parent Non-Participation Option		NEW FEE	$20 / instance
Comm. Srv.	Tiny Tot Late Payment Fee		NEW FEE	$25
Comm. Srv.	Late Pick-up Fee (ASP, Tiny Tots, Camp)		NEW FEE	$1 / Minute
Comm. Srv.	Pool Reservation Cancellation Fee		NEW FEE	$20
Comm. Srv.	Recreation Camps Daily Rate		NEW FEE	$40 - $50
Comm. Srv.	Recreation Camps Counselor in Training (CIT)		NEW FEE	$70 - $100
	Community Services Advertising Fees			
Comm. Srv.	Outside Back Cover Full Page		NEW FEE	1x-$2,000 / 2x-$1,800 / 3x-$1,584
Comm. Srv.	Inside Front Cover Full Page		NEW FEE	1x-$1,850 / 2x-$1,665 / 3x-$1,465
Comm. Srv.	Inside Back Cover Full Page		NEW FEE	1x-$1,850 / 2x-$1,665 / 3x-$1,465
Comm. Srv.	Inside Front Cover 1/2 Page		NEW FEE	1x-$1,125 / 2x-$1,013 / 3x-$891
Comm. Srv.	Inside Back Cover 1/2 Page		NEW FEE	1x-$1,125 / 2x-$1,013 / 3x-$891
Comm. Srv.	Interior Full Page		NEW FEE	1x-$1,500 / 2x-$1,350 / 3x-$1,188
Comm. Srv.	Interior 1/2 Page		NEW FEE	1x-$875 / 2x-$788 / 3x-$693
Comm. Srv.	Interior 1/4 Page		NEW FEE	1x-$525 / 2x-$473 / 3x-$416
Comm. Srv.	Interior 1/8 Page		NEW FEE	1x-$400 / 2x-$360 / 3x-$317
	Recreation Program Fees - Escondido Sports Center			
Comm. Srv.	Youth Soccer League		$65 / player / season	$75-$100 / player / season
Comm. Srv.	Adult Hockey League		$749 / team / season	$950-$1,100 / team / season
	Community Centers			
Comm. Srv.	Mathes Ctr. Reservation / Cleaning / Damage Deposit		NEW FEE	Minimum $250
Comm. Srv.	Mathes Ctr. Staffing fee		NEW FEE	$25 / hour
Comm. Srv.	Mathes Ctr. Holiday staffing fee		NEW FEE	$30 / hour
Comm. Srv.	Washington Rec. Bldg. Reservation / Cleaning / Damage Deposit		NEW FEE	Minimum $250
Comm. Srv.	Washington Rec. Bldg. Staffing fee		NEW FEE	$25 / hour
Comm. Srv.	Washington Rec. Bldg. Holiday staffing fee		NEW FEE	$30 / hour
Comm. Srv.	EVCC Vineyard Room - Class B		$27 / hour 2 hr. min	$30 / hour 2 hr. min
Comm. Srv.	EVCC Gymnasium Drop-in Fee		$2 per visit	$3 per visit
Comm. Srv.	EVCC Gymnasium Punch Card		$30 / per 20 visits	$30 / per 20 visits
Comm. Srv.	EVCC Portable TV & VCR / DVD player rental - Class B		$5 / per item	*Remove from Fee Inventory*

List of Proposed Fee Inventory Changes

Department	*Fee Description*	*Description Change*	*Current Fee / Unit Basis*	*Proposed Fee*
Comm. Srv.	EVCC Portable TV & VCR / DVD player rental - Class C & D		$10 / per item	*Remove from Fee Inventory*
Comm. Srv.	EVCC Portable TV & VCR / DVD player rental - Class E		$20 / per item	*Remove from Fee Inventory*
Comm. Srv.	EVCC Portable TV & VCR / DVD player rental - Class B,C,D & E		NEW FEE	$25 / per item
Comm. Srv.	EVCC Portable P.A. System rental - Class B		$5 / per item	*Remove from Fee Inventory*
Comm. Srv.	EVCC Portable P.A. System rental - Class C & D		$10 / per item	*Remove from Fee Inventory*
Comm. Srv.	EVCC Portable P.A. System rental - Class E		$20 / per item	*Remove from Fee Inventory*
Comm. Srv.	EVCC Portable P.A. System rental - Class B,C,D & E		NEW FEE	$25 / per item
Comm. Srv.	EVCC Portable Digital Projector rental - Class B		$10 / per item	*Remove from Fee Inventory*
Comm. Srv.	EVCC Portable Digital Projector rental - Class C & D		$20 / per item	*Remove from Fee Inventory*
Comm. Srv.	EVCC Portable Digital Projector rental - Class B,C & D		NEW FEE	$25 / per item
	Softball & Baseball Tournaments			
Comm. Srv.	Tournament Maintenance Staffing Fee		$30 / hr	$40-$70 / hr
	Park Avenue Community Center			
Comm. Srv.	Park Avenue Community Center-Auditorium / Class D		$75 / hr 2 hr min	$100 / hr 2 hr min
Comm. Srv.	Park Avenue Community Center-Auditorium / Class E		$100 / hr 2 hr. min	$125 / hr 2 hr. min
Comm. Srv.	Park Avenue Community Center-Library / Class B		NEW FEE	$5 / hour 2 hr. min
Comm. Srv.	Park Avenue Community Center-Library / Class C		NEW FEE	$10 / hour 2 hr. min
Comm. Srv.	Park Avenue Community Center-Library / Class D		NEW FEE	$20 / hour 2 hr. min
Comm. Srv.	Park Avenue Community Center-Library / Class E		NEW FEE	$35 / hour 2 hr. min
Comm. Srv.	Park Avenue Community Center-Television & VCR / Class B		$5 / hour	$5 Per Item
Comm. Srv.	Park Avenue Community Center-Television & VCR / Class C		$10 / hour	$10 Per Item
Comm. Srv.	Park Avenue Community Center-Television & VCR / Class D		$10 / hour	$25 Per Item
Comm. Srv.	Park Avenue Community Center-Television & VCR / Class E		$20 / hour	$25 Per Item
Comm. Srv.	Park Avenue Community Center-Digital Projector / Class B		$10 / hour	$10 Per Item
Comm. Srv.	Park Avenue Community Center-Digital Projector / Class C		$20 / hour	$20 Per Item

List of Proposed Fee Inventory Changes

Department	*Fee Description*	*Description Change*	*Current Fee / Unit Basis*	*Proposed Fee*
Comm. Srv.	Park Avenue Community Center-Digital Projector / Class D		$20 / hour	$25 Per Item
Comm. Srv.	Park Avenue Community Center-Digital Projector / Class E		$40 / hour	$40 Per Item
Comm. Srv.	Park Avenue Community Center-Portable P.A. System / Class B		$5 / hour	$5 Per Item
Comm. Srv.	Park Avenue Community Center-Portable P.A. System / Class C		$10 / hour	$10 Per Item
Comm. Srv.	Park Avenue Community Center-Portable P.A. System / Class D		$10 / hour	$25 Per Item
Comm. Srv.	Park Avenue Community Center-Portable P.A. System / Class E		$20 / hour	$25 Per Item
	Group Picnic Areas			
Comm. Srv.	Jesmond Dene Picnic Areas #1 & #2 / 12-50 people per area - Class B		$50 / reservation	$90 / reservation
Comm. Srv.	Jesmond Dene Picnic Areas #1 & #2 / 12-50 people per area - Class C		$50 / reservation	$90 / reservation
Comm. Srv.	Jesmond Dene Picnic Areas #1 & #2 / 12-50 people per area - Class D		$70 / reservation	$130 / reservation
Comm. Srv.	Jesmond Dene Picnic Areas #1 & #2 / 12-50 people per area - Class E		$90 / reservation	$180 / reservation
FIRE				
Fire	Failed Reinspection / Additional Field Inspections	Additional Field Inspection/ Construction Inspections/Failed Inspection	$100 / reinspection	
	Fire Code Construction Permits			
Fire	Building Plan Review (buildings, additions, SFD, tract models & tenant impr)	Single Family Dwelling Building Plan Review	$50 0 - 500 square feet	
Fire	Building Plan Review (buildings, additions, SFD, tract models & tenant impr)	Single Family Dwelling Building Plan Review	$100 500 - 2,000 square feet	
Fire	Building Plan Review (buildings, additions, SFD, tract models & tenant impr)	Single Family Dwelling Building Plan Review	$150 2,000 - 5,000 square feet	
Fire	Building Plan Review (buildings, additions, SFD, tract models & tenant impr)	Single Family Dwelling Building Plan Review	$200 > 5,000 square feet	
Fire	Building Plan Review (tracts / phase / production)	Single Family Dwelling Building Plan Review (tracts/phase/production)	$200 1 - 10 units on same application	
Fire	Building Plan Review (tracts / phase / production)	Single Family Dwelling Building Plan Review (tracts/phase/production)	$100 each 5 additional units per same app	
Fire	Building Plan Review (multi-family, commercial, industrial)	Building Plan Review (Multi-Family, Commercial, Industrial + including 1 inspection)	$275 / building	
Fire	Hood System Plan Review and Insp.	Hood System Plan Review	$150; 1 - 10 nozzles	
Fire	Hood System Plan Review and Insp.	Hood System Plan Review	$100 / hr > 10 nozzles	
Fire	Hood System Plan Review and Insp.		$100 / hr > initial 2 inspections	*Remove from Fee Inventory*
Fire	Spray Booth System Dry Chemical Agents (based on hood system fees)	Spray Booth Inspection/ Hood System Inspection	$100 / hr	

List of Proposed Fee Inventory Changes

Department	*Fee Description*	*Description Change*	*Current Fee / Unit Basis*	*Proposed Fee*
Fire	Spray Booth Sprinkler System (based on tenant improvement fees)	Spray Booth Inspection	$100 / hr	
Fire	Specialized Fire Protection Pre-action Systems (existing sprinklered bldgs)	Specialized Fire Protection Pre-action System (existing sprinklered bldgs) Plan Review and 1 Inspection	$400	
Fire	Specialized Fire Protection Smoke Mgmt System	Specialized Fire Protection Smoke Mgmt System Inspection	$200	
Fire	Specialized Fire Protection In-rack System	Specialized Fire Protection In-rack System plan review and 1 inspection	$400	
Fire	Residential Sprinkler Sys Plan Review & Insp (single family dwellings - custom hm)	Residential Sprinkler system Plan Review & 1 Inspection (SFD)	$225 < 5,000 square feet	
Fire	Residential Sprinkler Sys Plan Review & Insp (single family dwellings - custom hm)	Residential Sprinkler system Plan Review & 1 Inspection (SFD)	$325 > 5,000 square feet	
Fire	Residential Sprinkler Sys Plan Review & Insp (single family dwellings - custom hm)		$100 / hr > initial 2 inspections	*Remove from Fee Inventory*
Fire	Residential Sprinkler Sys Plan Review & Insp (single family dwellings - tract home)		$100 / hr per model home per phase of tract	*Remove from Fee Inventory*
Fire	Residential Sprinkler Sys Plan Review & Insp (single family dwellings - tract home)		$100 / hr remaining homes within the tract	*Remove from Fee Inventory*
FINANCE				
Finance	Passport Processing Fee		$30 / passport	*Remove from Fee Inventory*
Finance	Passport Photos - 2 identical photos		15	*Remove from Fee Inventory*
Finance	Parking Permit Fee		$25 / month	*Remove from Fee Inventory*
Finance	Parking Permit for the Day		$10 / day	*Remove from Fee Inventory*

ESCONDIDO
City of Choice

FUTURE CITY COUNCIL AGENDA ITEMS
October 19, 2016

AGENDA ITEMS AND COUNCIL MEETING DATES ARE SUBJECT TO CHANGE. CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617

November 2, 2016
4:30 p.m.

	CONSENT CALENDAR
	Adoption of the 2016 Fire, California Building, Residential, Electrical, Plumbing, Mechanical, and Energy Codes, Green Building Standards, and the 2015 International Property Maintenance Codes with Local Amendments (B. Martin and R. Knowles) *The 2016 California Building Standards Code and Fire Code will become effective statewide on January 1, 2017. Local adoption of code amendments is required. The Community Development Department also is requesting adoption of the 2015 International Property Maintenance Code (with local amendments) as a new tool to enhance code enforcement services.*
	Adoption of Final Environmental Assessment/Mitigated Negative Declaration for the San Pasqual Undergrounding Project (ENV 15-0016) (B. Martin) *Escondido, VID and the Bureau of Indian Affairs have jointly completed this EA/MND to provide environmental clearance for the San Pasqual Undergrounding Project that would remove about two miles of the Escondido Canal and is an integral part of the San Luis Rey Indian Water Rights Settlement Agreement (January 30, 2015), which includes federal, tribal, and local entities.*
	Second Amendment to the Consulting Agreement for Construction Management Services for the Cemetery Area Water Pipeline Replacement Project (C. McKinney) *This amendment is required to complete construction of the Cemetery Area Water Pipeline Replacement project.*
	Procure America Municipal Billing Cost Reduction Service Agreement (J. Petrek) *As part of an ongoing effort to reduce costs, Procure America will evaluate various vendors and agencies' billing rates for their services charged to the City to identify inconsistencies and errors, as well as opportunities for more favorable rates. Any savings achieved by Procure America's efforts will be evenly split with the City for a three year period.*
	PUBLIC HEARINGS
	CURRENT BUSINESS
	Future Agenda Items (D. Halverson)

November 9, 2016
No Meeting (Veterans Day)

City Manager's WEEKLY UPDATE to City Council

October 19, 2016

ECONOMIC DEVELOPMENT

- There has been a significant increase in the number of filming requests at Dixon Lake and Lake Wohlford thanks to Escondido's increasing reputation in the film industry as a city that is easy to work with. The most recent shoot was for a national commercial for Chuck E. Cheese's. In addition to shooting at the lake they also set up for additional scenes at Glen View School. The credit for the City's favorable reputation goes to our excellent Ranger Staff as well as Teresa Collins in the City Manager's Office.

- Triple Crown will host the Fireworks Sparkler NIT youth girls fast pitch softball tournament this weekend in Kit Carson Park. Teams from all over the Western Region of the country attending this tournament. The 18u girls division will be playing and an estimated 2,500 players and spectators are expected. Teams will be shopping, dining, and lodging in the Escondido area from Friday, October 21st through Sunday, October 23rd.

- The Kit Carson Invite is scheduled for Friday, October 21st. This is a large high school cross country meet that will be staging in the El Arroyo picnic area and running the trails of Kit Carson Park. The cross country meet will have 48 various high schools from San Diego County and around 1,400 runners. The first race is scheduled to begin at 2pm and the last race is scheduled to end at 6 p.m.

SPECIAL EVENTS

- **Recycle Aware Fair**
  Saturday, October 22nd from 3:30 – 6 p.m.
  Heritage Garden
  A community fair emphasizing recycling, environment, waste management and overall environmental awareness. Visit: http://escondidoarts.org/cal/recycle-aware-fair/

- **Bike MS Bay to Bay**
  Saturday, October 22nd
  Portions of the National MS Society's fundraising bike ride will pass through the western park of Escondido. Visit:
  http://main.nationalmssociety.org/site/TR/Bike/CASBikeEvents?pg=entry&fr_id=27876

- For information about other activities taking place in Escondido, please visit www.visitescondido.com

COMMUNITY DEVELOPMENT

Major Projects Update

Commercial / Office:

1. Escondido Research and Technology Center – East (ERTC) (Developer: James McCann) – *No change from the following update reported last week:* This is a 72,000 square foot medical office building proposed on the east side of Citracado Parkway across from Palomar Medical Center located at 2130 Citracado Parkway. A grading permit has been issued by the Engineering Division. Building plans have been submitted for plan check. The applicant has recently requested to install a temporary paved parking lot in this area to serve the hospital. A grading plan for the temporary parking lot was approved June 13, 2016.

2. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) – This is a 144,000 sq. ft. development involving two medical office buildings proposed on the west side of Citracado Parkway across from Palomar Medical Center located at 2097 – 2175 Citracado Parkway. A grading permit has been issued by the Engineering Division. Esgil and the Planning Division have approved the building plans. A fee deferral agreement has been signed and the building permit was issued June 23, 2016. A tentative parcel map (TPM) for office condominiums was approved on July 12, 2016. A Final Parcel Map was submitted by the applicant on July 25, 2016, and is currently being reviewed by Planning and Engineering. A modified building plan to add a linear accelerator is now being reviewed by staff.

3. Centerpointe 78 Commercial (Developer: Lars Andersen, Pacific Development) – This project is a 45,650 sq. ft. supermarket and restaurant located at 925 N. Broadway. The project was approved by the City Council on December 9, 2015. Demolition of the former auto dealership has been completed down to the foundation. Grading plans have been submitted to Engineering and Planning for review. Building plans for the supermarket were submitted to the Building Division on September 14, 2016, and are being reviewed by Building and Planning staff. A boundary adjustment application to place the two buildings on separate parcels went to Planning on October 14, 2016.

4. Westfield Theater (Developer: Kim Brewer, Westfield) – *No change from the following update reported last week:* This project is a 10-auditorium movie theater totaling 57,600 sq. ft. located on the north side of the Westfield Mall. The project was approved by the City Council on November 4, 2015.

5. Felicita Development, LLC (Developer: Katherine Park, Creative Design Associates) – *No change from the following update reported last week:* This project is a 140-unit hotel, and a gas station or office/residential care facility at the southeast corner of Felicita Rd. and Gamble Lane. The applicant and staff met with the architect to discuss building elevations, 5-story height limitations and site design issues given the existing wetland constraints on the

property. Additional technical analysis and coordination is needed to address traffic, biology, water and sewer service, geotechnical and storm water concerns, along with a market study for the proposed uses. The applicant met with the wild life agencies and is responding to technical studies needed to complete the application. Tribal consultations are underway.

6. Springhill Suites (Developer: Raj Patel, San Bernardino Hospitality LLC) – *No change from the following update reported last week:* This project is a 4-story, 105-suite hotel totaling 73,300 sq. ft. located at 200 La Terraza Drive. The hotel includes a small conference room and an enlarged lobby for serving continental breakfast. A revised set of grading plans has been approved since February and grading for the hotel site has now started. Building plans have been approved by Esgil, Fire, Planning and Engineering. The building permit is ready to be issued.

7. Escondido Auto Park Association (Developer: Tim Brecht, Escondido Auto Park Association) – *No change from the following update reported last week:* The association is proposing to upgrade the existing electronic message sign along I-15. An application for a new regional market sign and an amendment to the Sign Ordinance to increase the allowable display area for a regional market sign was submitted to the Planning Division on May 6, 2016. The proposed sign would be located in the same location as the existing sign at a slightly lower height (73.5 feet) with approximately the same overall dimensions. The Planning Commission recommended approval of the new regional market sign and amendment to the Sign Ordinance on July 12, 2016. The City Council approved the new regional market sign and amendment to the Sign Ordinance on August 17, 2016. The contractor is expected to submit the structural plans into plan check for a building permit this week.

8. Ford-Hyundai Dealership Expansion (Developer: Neil E. Sander, Dynamic Engineering) – *No change from the following update reported last week:* An expansion involving approximately 13,000 sq. ft. of showroom buildings and 6,700 sq. ft. wash/detail building at 1717-1919 Auto Park Way was approved by the Planning Commission on June 23, 2015. Construction on the new Ford dealership building is underway.

9. Trafalgar Square – Aldi Market (Developer: Charlie Mallon) – This renovation of the Trafalgar Square shopping center includes demolition of the northern shop building and the northern portion of the western building to prepare a site for the construction of an 18,088 square foot, freestanding building for Aldi Market (1330 East Valley Parkway). The plot plan was approved by the Planning Division in June of 2015. A Building permit was issued on June 22, 2016, and the project is under construction. A wall sign package is being reviewed by Planning staff.

Industrial

1. Escondido Disposal Inc. (Developer: Steve South, EDI) – *No change from the following update reported last week:* The CUP modification to expand the existing facility was approved by the Planning Commission on August 25, 2015. Revisions to the grading plan

have been approved by Engineering and a building permit has been issued. Construction is now underway.

2. StorQuest (Developer: The William Warren Group, Inc.) – *No change from the following update reported last week*: This proposed project at 220 W. Mission Avenue involves a 102,500 sq. ft., four-story self-storage facility development with three in-line shops and a small office. The Planning Commission voted to recommend approval of the proposed General Plan Amendment, Planned Development and Zone Change on August 9, 2016. The project was approved by the City Council on September 14, 2016.

3. Victory Industrial Development (Developer: Scott Merry, Badiee Development) – *No change from the following update reported last week:* This project involves two industrial buildings totaling 91,000 sq. ft. (one building 55,500 sq. ft., second building 35,500 sq. ft.) located at 2005 Harmony Grove Road and a zone change from residential to Planned Industrial consistent with the updated General Plan. The Planning Commission voted to recommend approval of the proposed General Plan Amendment, Planned Development and Zone Change on August 9, 2016. It was approved by the City Council on September 14, 2016. Building plans were submitted into plan check the following day and are now being reviewed by staff.

4. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) – The proposed project involves a Conditional Use Permit (CUP) for the development of a new city facility to provide advanced treatment for recycled water produced at the City of Escondido's Hale Avenue Resource Recovery Facility (HARRF) for agricultural uses with the capacity for future treatment for indirect potable reuse. The facility would be sized for a total production capacity of 2.0 million gallons per day (mgd). A previous proposal for development of the facility at 2512 East Washington Avenue has now been shelved while staff pursues development of the facility on an alternative site located on the southeastern corner of Washington Avenue and Ash Street. On July 20, 2016, the City Council approved a first-phase design contract with Black and Veatch for the design effort need to bring the new site design to the Planning Commission for CUP consideration in December 2016. If the Planning Commission approves the CUP, a contract for the remaining design work will be brought forward to the City Council. Site and building design concepts are being developed now. Utilities staff discussed the proposal at a neighborhood meeting on October 12, 2016. Another neighborhood meeting has been scheduled for November 3, 2016.

5. Wastewater Collections Yard Expansion (Developer: City of Escondido Utilities Department) – *No change from the following update reported last week*: The project involves development of 1.8 acres of a larger, approximately 15.4-acre site for the construction of a new wastewater collections yard and maintenance facility for the City's Hale Avenue Resource Recovery Facility (HARRF) at 1521 S. Hale Avenue. The proposed facilities will consist of three separate pre-fabricated metal buildings 3,735 sq. ft. - 5,670 sq. ft. for collections; work bays and workshops for regular maintenance of vehicles and equipment.

The project would require the processing of a Conditional Use Permit (CUP) and rezone. The Planning Commission held a public hearing and recommended approval on May 10, 2016. It was approved by the City Council on June 15, 2016.

6. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) – A modification to a Master and Precise Development Plan for revisions to the design of a previously approved, but not yet constructed, self-storage facility with direct access to Brotherton Road near the intersection with Cranston Drive. The proposed project was submitted on May 11, 2016, and proposes approximately 77,500 SF of storage area in two buildings. The larger building is two stories over a basement with all interior loading. The smaller building is one-story with some exterior roll-up doors. The project site is also part of a five-lot Tentative Map for four residential lots and one commercial lot (Tract 900) that is concurrently being processed for an extension of time. Planning staff approved the environmental technical studies needed for the update of the previous environmental review on July 12. Architecture was approved by staff Design Review on July 14 and an addendum to the previous MND has been prepared. The project was recommended for approval by the Planning Commission on September 13, 2016, and the City Council approved the project on October 12, 2016.

Institutional

1. John Paul the Great Catholic University (Developer: Kevin Meziere, John Paul the Great Catholic University) – *No change from the following update reported last week*: A Conditional Use Permit to expand the campus and student enrollment at 155 W. Grand Avenue was approved by the Planning Commission on December 8, 2015. The proposal includes improvements to the former H. Johnson site at 131 S. Broadway for studio and classroom space, and the former bank at 200 W. Grand Avenue for administrative offices and a student resource center. The proposed expansion would also increase the student enrollment from 300 to 1,200 students over the next several years.

2. Escondido United Reformed Church (Developer: Brent Cooper) – *No change from the following update reported last week*: The project is an expansion for a phased, multi-year, master construction/development plan for a new 12,250 SF two-story sanctuary, conversion of existing buildings to a social hall, demolition of an existing social hall/classroom building (approx. 4,620 SF) and construction of approximately 5,250 SF for a nursery, multi-purpose room, classrooms for Sunday school at 1864 N. Broadway. Revised architectural plans were unanimously approved by the Planning Commission on June 14, 2016. The grading plans are now in plan check.

3. Emmanuel Faith Community Church (Developer: Jim North, EFCC) – *No change from the following update reported last week*: The project is a phased, multi-year construction and renovation program for the Emmanuel Faith campus that includes demolishing the existing children's rooms and constructing a new nursery and children's building for up to 200 children, construction of a two-story training center/youth complex, renovation of the existing high school/college building, conversion of the existing education center into an office and

meeting room building, demolition of the existing café and construction of a new café, demolition and construction of a new maintenance building, construction of a new gathering plaza with baptismal outdoor water feature, and reconstruction and expansion of the existing worship center from 1,600 seats to 2,000 seats. The Planning Commission approved the proposed modification to the Conditional Use Permit for the campus on June 9, 2015. Grading, building and landscape plans for the first phase (45,414 square foot new children's building) were submitted on July 6, 2016, and are being reviewed by staff and Esgil.

Residential

1. Oak Creek (Developer: Jason Han, New Urban West) – *No change from the following update reported last week*: This project is a 65-unit single family development located at the southeastern corner of Felicita Road and Hamilton Lane approved by the City Council in 2015. The LAFCO Board unanimously approved the annexation on October 5, 2015, and the annexation has been recorded. No grading or improvement plans have been submitted by the developer at this time.

2. Amanda Estates (Developer: Jason Han, New Urban West) – *No change from the following update reported last week*: This project is a 22-unit single family development on Amanda Lane approved by the City Council in 2015. The LAFCO Board approved the reorganization (annexation) at their meeting on August 3, 2015, and the annexation has been recorded. No grading or improvement plans have been submitted by the developer at this time.

3. Pradera (Developer: Moses Kim, Lennar Homes) – *No change from the following update reported last week:* This project consists of a 70-unit single family development located at the northeastern corner of Ash Street and Lehner Avenue. The developer has obtained building permits for five phases involving 44 homes and those phases are under construction. Homebuyer interest in the product remains high and sales are progressing. All five final maps in the project have now recorded. Precise grading plans for all phases have now been approved.

4. Lexington (Zenner) (Developer: Eric Johnston, KB Homes) – *No change from the following update reported last week:* The project is a 40-unit, single-family development at the northeastern corner of Lehner Avenue and Vista Avenue. The three model homes on the eastern side of Ash Street are now open and sales are progressing as expected. A rough grading permit was issued for the project site on August 18, 2016 and grading is underway.

5. Stella Park Condominiums (Developer: Edward Kaen, ETP, LLC) – *No change from the following update reported last week*: This project is a 65-unit, three-story townhome Planned Development located at 2516 S. Escondido Blvd. The project includes three separate recreation areas for residents. The City Council approved the project on April 27, 2016. No grading or improvement plans have been submitted by the developer at this time.

6. Wohlford (Developer: Jack Henthorne) – *No change from the following update reported last week*: This project is a 55-unit single family development located on Bear Valley Parkway east of Encino Drive. A Specific Alignment Plan for Bear Valley Parkway detailing the proposed roadway design is under review. The EIR consultant and staff have reviewed the applicant's technical reports and provided comments for revisions. Bi-weekly status meetings have commenced as the Draft EIR gets underway.

7. Latitude II (Developer: Peter Zak, Lyon/NCA) – *No change from the following update reported last week*: This project is a 112-unit multi-family development, located at the northeastern corner of Centre City Parkway and Washington Avenue, and approved by the City Council on August 19, 2015. A Final Subdivision Map has been submitted for review and is awaiting approval of a boundary adjustment for a property exchange with the adjacent motel owner. Grading and building plans are nearing approval.

8. Canyon Grove Estates Tract 932 (Developer: John Vance, Shea Homes) – This project is a 179-lot single family residential development on the north side of Vista Avenue east of Conway Drive. The final architectural design and landscaping plans for the Precise Plan application were approved by the Planning Commission on June 14, 2016. A rough grading permit has been issued and grading is underway. The Final Map is scheduled to go to City Council for approval on October 19. Building plans for the construction of eight model homes were submitted on May 18, 2016 and are being reviewed by staff. Precise grading plans for the model complex and a model home permit have been approved. Final edits to the project CC&Rs are expected to be submitted soon. The applicant is coordinating the plan review for off-site street improvements on Ash Street with the County's Department of Public Works.

9. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) – This project is a 550-unit single family development located east of the Rancho San Pasqual community and north of the San Diego Safari Park. The project involves 1,100 acres including annexation and a Sphere of Influence update for a master planned community with parks, trails, recreation center, fire station and open space. Planning and Engineering extensions of staff have been funded by the applicant and retained to assist the City in processing the project. The City Council approved the consultant contract for preparing the EIR on March 23, 2016. The contract planner has been meeting with the consultant, Michael Baker International (MBI), and has started review of first draft sections of the EIR. While the EIR is generally on schedule, there have been some changes to the site plan, which will affect the EIR schedule. The changes include the elimination of the "water factory" for wastewater treatment, elimination of the public park, changes to the entry road which would now be private instead of public, and relocation of the fire station to the former public park site. These changes will require the applicant's civil engineer to make a number of revisions to the tentative map, but are not anticipated to affect the proposed development envelope or the number of proposed lots. A revised tentative map depicting the site plan changes was submitted on October 17, 2016, and is being reviewed by staff and the contract planner.

10. High Pointe Tract 693-J (Developer: Russell Schaeffer, True Life Communities) – *No change from the following update reported last week:* This project is a custom-home development with 39 estate lots accessed from Mesa Rock Road. Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.

11. Del Prado (Developer: Kerry Garza, Touchstone Communities) – *No change from the following update reported last week:* This project is a 113-unit townhome-style Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road. The project includes a recreational facility, pool, and open space areas. Staff worked through various site design and utility issues with the applicant prior to scheduling the project for a public hearing. The City Council approved the project on May 11, 2016. No grading or improvement plans have been submitted by the developer at this time.

12. Solutions for Change (Developer: Solutions for Change) – *No change from the following update reported last week:* This project is a Planned Development application for 33 multi-family units of affordable housing. It was approved by the City Council on November 18, 2015. Building plans have been approved and the building permit has been issued. A groundbreaking event was held June 28, 2016. Foundation work for the project is under construction.

13. 701 San Pasqual Valley Rd (Developer: Bob Stewart) – *No change from the following update reported last week:* This project is a 19-unit single family development located at 701 San Pasqual Rd/1201 E. 5th Avenue (formerly Tract 898) on 7.2 acres. The application is under review and a letter detailing additional comments and submittal requirements was forwarded to the applicant. Additional information and revised plans were submitted to the Planning Division on June 13, 2016. Planning Division has reviewed the submittal and informed the applicant that it is still incomplete.

14. Veterans Village (Developer: Veterans Village of San Diego) – *No change from the following update reported last week:* This project is a mixed-use development involving a 54-unit affordable multi-family residential apartment project for military veterans and their families. It includes on-site administration office, business center, club house and other support spaces for the residents; and a small commercial component to support training opportunities offered at the facility at 1556 S. Escondido Boulevard. Building plans have been submitted for review and comment; the grading plans and landscaping plans have been approved. A demolition permit for the historic structures on-site has been issued following completion of the required mitigation and work is expected to commence soon.

15. Escondido Gateway (Developer: Greg Waite, Integral Communities) – This project is a mixed-use development involving 126 residential units within three, 4-5 story buildings with indoor and outdoor recreational areas and an opportunity for a small (1,000 sq. ft.) commercial/flex space on 2.6 acres (48 dwelling units/acre) located at 700 W. Grand Avenue (former Police Station) across the street from the Escondido Transit Center. Plans were

submitted for the project involving a Specific Plan Amendment, Tentative Map, Planned Development and Development Agreement. The Draft Mitigated Negative Declaration has been issued and a 20-day public review period ended on July 12, 2016. Final terms and language for the Development Agreement are now being reviewed with the applicant for concurrence. On September 13, 2016, the Planning Commission recommended approval of the proposed development. The City Council approved the project on October 12, 2016.

16. City Plaza (Developer: Charlie Zhang, Zion Enterprises) – *No change from the following update reported last week:* This long-dormant, partially constructed mixed-use development at the southeastern corner of South Escondido Boulevard and Third Avenue now has new ownership. The project consists of a three-story building with 51,200 SF of residential area and 4,100 SF of commercial area and two levels of parking. Structural engineering information was submitted to the Building Division on May 8. On July 27, the Building Department reported that permits now have been issued to continue construction. Remediation work on the foundation is nearing completion which will allow new construction to commence. Architectural plan revisions were submitted to the Building Division on August 24, 2016, and are currently being reviewed by Building staff.

Building Division:

1. The Building Division issued 94 permits for the week with a total valuation of $349,839. Permits were for tenant improvements, room additions, roofing, photovoltaics and miscellaneous.

2. 39 photovoltaic permits were issued for the week. The Building Division has issued 1,030 solar permits this year compared to 1,030 issued for the same time last year.

3. Counter technicians assisted, on average, 37 customers per day, with 52 customers on Wednesday.

4. Building inspections averaged 27 inspections per day; 23 inspections were requested on Friday.

5. So far this year the Building Division has processed 3,140 permits, compared to 2,876 permits last year to date (a 9% increase). Current building valuation for all issued permits to date is $53,058,850 compared to $40,467,964 for last year (a 31% increase).

6. 57 new single-family dwellings permits have been issued this year compared with 16 issued during the same time last year.

7. Projects nearing building permit issuance are:
   a. Latitude 2, 112-unit apartment building at 610-660 Centre City Pkwy.;
   b. Church of Resurrection at 1445 Conway, 18,000 sf church;
   c. Shea Homes, 179 single family dwellings near Lehner Ave.;

d. Veterans Village, at 1540 S Escondido Blvd, 40,000 sf, three-story apartment building; and
e. Springhill Suites, at 200 La Terraza Blvd., 105-room hotel.

8. The construction of the abandoned three-story mixed use building at 300 S Escondido Blvd is continuing and scaffolding for the podium is being set.

9. The Solutions for Change affordable housing project at 1560 S Escondido Blvd has received foundation and masonry grout inspections.

10. The Meadowbrook 3-story apartment building with underground garage at 2081 Garden Valley Glen has received inspections for the 2nd floor slab and the 3rd story walls are being framed.

11. SDG&E is completing a utilities upgrade at Greencrest Mobile Home Park at 541 W. 15th and will be starting upgrades soon at Town and Country Mobile Home Park at 2280 E Valley Pkwy.

12. Escondido Disposal is receiving underground inspections for their conveyer pits associated with their large expansion and remodel.

13. Heller Ford in the Escondido Auto Park has received underground inspections for their extensive remodel of the facilities.

14. In-house plan review is very busy and plans are averaging close to 30 days on the initial review and 10 to 15 days on resubmittals.

15. Building staff continues to review the new 2016 California Building Codes to identify major changes in anticipation of the new code adoption on 1/1/2017. Staff will be attending available training on the new codes.

Code Enforcement:

1. As of October 17, 2016, the total number of open code enforcement cases is 497 cases. During the prior week, 83 new cases were opened, and 38 cases were closed, with a backlog of an additional 26 cases not yet opened for assignment and investigation.

2. There were 339 illegal signs confiscated during the weekend.

3. Last week, the Business License Division issued 23 new licenses and received 45 new applications, in addition to 81 renewals.

PUBLIC WORKS/ENGINEERING

2015/2016 Street Rehabilitation and Maintenance Project:
The contractor completed paving operations for Auto Park Way between Hale Avenue to Andreasen Drive on Monday and Tuesday of this week. Washington Avenue between Centre City Parkway and Spruce Street and El Norte Parkway at Nutmeg Street will be completed during night time operations on Wednesday and Thursday of this week. The contractor is continuing with crack filling operation along West Valley Parkway between I-15 off ramp and Centre City Parkway this week.

Private development:

Bear Valley Parkway between Boyle Avenue and San Pasqual Valley Road (County Project): *No changes from the following update reported last week*: A punch list has been developed for all maintenance related items needing correction prior to final.

Pradera - Lennar Communities:
No changes from the following update reported last week: Water main construction is continuing along Stanley Avenue this week. Phase 4 has concrete improvement being installed with release of units expected for next week along this section of the project. Phase 5 has slabs being installed with framing of new homes beginning. Engineering and Utility staff continue to work closely with Lennar's Engineer on the design of the proposed 20" waterline in Conway Dr. The SD Co. Water Authority just approved an alignment for the 20" waterline in their easement subject to potholing their aqueducts and providing more detail on the proposed jack & bore procedure to install the 20" waterline under same.

Lexington Model Homes - KB Homes:
The importing of material to complete the pads associated with the project north of Lehner is continuing this week

- The 1st submittal of the Precise Grading plans for phase 1 (7 homes) was made on Sept. 9th and this review was returned to the Engineer on Oct. 14th.
- The 3rd submittal of the Improvement plans and Final Map was made on Sept. 29th and was returned to the Engineer on Oct. 13th.
- The Bond and Fee Letter is scheduled to be issued this week with approval of the Engineer's Cost Estimate.

City Plaza: Escondido Boulevard @ 3rd Avenue
No changes from the following update reported last week: The project has a closure of the #2 lane of north bound Escondido Boulevard between 3rd and 4th Avenue which will be in place for 8 months. On site construction of the structural concrete building has begun with the setting of forms along Escondido Boulevard.

Tract 932 - Canyon Grove Shea Homes Community:
The contractor is continuing the mass grading for the 179 housing units. The Ash Street/ Vista Avenue improvements, which are the jurisdiction of the San Diego County, is continuing with the construction of the Rincon del Diablo water main protection device along Vista Avenue. The construction will require the closure of the west bound leg of Vista Avenue, between Ash Street and Lehner Avenue for a period of 10 days. Electronic message boards will be used to notify the neighborhood traffic, a detour route will be in place along Lehner Avenue. On site activity includes the installation of the dry utilities as well as preparing for the installation of concrete improvements associated with the 10 new model homes. The 1st submittal of the Precise Grading plans for Phases 1-4 for both planned neighborhoods (8 phases and 78 homes total) were submitted on Sept. 22nd and returned to the Engineer on Oct. 18th.
The Final Map is scheduled to go to City Council for approval on October 19th.

Solutions Housing Project 1560 S. Escondido Boulevard:
Two 6" diameter water line siphons are set to be installed on Wednesday and Thursdays of this week during night time operations. These items must be completed so the remaining 3 water line laterals can be connected to the Cites 12" diameter water main.

Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue @ Centre City Parkway
The preconstruction meeting for the off-site water main om Washington Avenue was held on Tuesday of this week. The work for installing the new water main will begin on Monday, October 24. The 5th submittal of the Final Map was made on August 30th and was returned to the Land Surveyor on Oct. 17th. The Boundary Adjustment with the motel property was reviewed and returned to the Land Surveyor on Oct. 14th with significant corrections required.

Westminster Theological Seminary Graduate Student Housing: Boyle Avenue @ Bear Valley Parkway
No changes from the following update reported last week: The grading contractor is continuing with the mass grading for the project.

Tract 877 – Bernardo Ave. – Ambient Communities
This project is a 13-lot single family residential project located at the cul-de-sac end of the Bernardo Ave. I-15 frontage road and will extend it and reconstruct the emergency access gate further south. The project was recently reactivated and revised to meet new storm water standards and optimize the site grading. The 3rd submittals of the Grading and Improvement plans, the Final Map, and Storm Water Reports were made on September 29th and will be reviewed this week. A Bond and Fee Letter should be issued this week subject to approval of the Engineer's Cost Estimate.

Lincoln Rock Apartments
This project is a 9-unit apartment project located at the southwest corner of Rock Springs Rd. and Lincoln Ave. Each unit has an enclosed 2 car garage. The 2nd submittals of the site Grading and Improvement plans were made on Sept. 14th and this review was returned to the engineer on Oct. 14th.

POLICE

Incidents

- On October 15, 2016, at about 6:00 p.m., officers responded to the 1200 block of West Valley Parkway to investigate a male and female fighting in a vehicle. The suspect was reported to be armed with a handgun. Officers located the male suspect at the 7-11 Store, 1334 W. Valley Parkway, who was detained without incident. Further investigation revealed that between Thursday October 13, 2016 and Saturday October 15, 2016, the male suspect had been holding a male and female victim captive with what was later determined to be a pellet gun. The suspect at one point hit the male victim with the pellet gun and strangled the female. The male victim and female victims sustained minor injuries. The male suspect was arrested and booked into the Vista Detention Facility on multiple charges.

Events

- On Saturday October 15, 2016, Captain Kogler represented the Escondido Police Department as a participating agency in the San Diego County Human Trafficking Task Force. The task force was honored with an award from the International Association of Chiefs of Police Human and Civil Rights Committee. The task force was awarded the 2016 Human and Civil Rights Multi-Agency Award. This award recognizes significant cooperation between a number of agencies at all levels of government who work to rescue those persons trapped in the sex slave industry right here in San Diego County.