



Council Meeting Agenda

AUGUST 24, 2016
CITY COUNCIL CHAMBERS
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.



Council Meeting Agenda

**August 24, 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. **EXCHANGE AGREEMENT WITH RINCON DEL DIABLO MUNICIPAL WATER DISTRICT TO PROVIDE WATER SERVICE TO ONE PROPERTY ON HARMONY GROVE ROAD -**

Request the City Council approve authorizing the Mayor and the City Clerk to execute an Agreement for Exchange of Water Service with the Rincon del Diablo Municipal Water District.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2016-122

5. **MILLS ACT CONTRACT FOR THE PROPERTY AT 444 EAST 6TH AVENUE (HP 16-0003) -**

Request the City Council approve entering into a Mills Act Contract with the property located at 444 East 6th Avenue and approve the CEQA Exemption.

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

RESOLUTION NO. 2016-124

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.)

6. **MODIFICATION TO A REGIONAL MARKET SIGN PERMIT FOR THE ESCONDIDO AUTO PARK AND ZONING CODE AMENDMENT (PHG 16-0009, AZ 16-0004)**

Approved on August 17, 2016 with a vote of 5/0

ORDINANCE NO. 2016-07 (Second Reading and Adoption)

7. **AMENDMENT TO THE ESCONDIDO MUNICIPAL CODE PERTAINING TO THE COMMUNITY SERVICES COMMISSION - YOUTH COMMISSIONER POSITION -**

Approved on August 17, 2016 with a vote of 5/0

ORDINANCE NO. 2016-08 (Second Reading and Adoption)

PUBLIC HEARINGS

8. [LOCAL REGISTER DESIGNATION AND MILLS ACT CONTRACT FOR THE PROPERTY AT 439 EAST 5TH AVENUE \(HP 16-0002\) -](#)

Request the City Council approve listing the residence on the City's Local Register; authorize entering into a Mills Act Contract; and approve the CEQA Exemption.

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

RESOLUTION NO. 2016-94

CURRENT BUSINESS

9. [HOUSING RELATED PARKS PROGRAM FUNDS BUDGET ADJUSTMENT -](#)

Request the City Council approve the budget adjustments for the park improvement projects, in conjunction with, the award of new 2015 Housing Related Parks program funds and the reallocation of Program Year 2011 and Program Year 2013 Housing Related Parks funds.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney and Public Works Department: Ed Domingue)**

FUTURE AGENDA

10. [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

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. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
August 31	-	-	No Meeting	-
September 7	-	-	No Meeting	-
September 14	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
September 21	Wednesday	4:30 p.m.	Town Hall Meeting	Council Chambers

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.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: August 24, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Exchange Agreement with Rincon del Diablo Municipal Water District to Provide Water Service to One Property on Harmony Grove Road

RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2016-122, authorizing the Mayor and City Clerk to execute an Agreement for Exchange of Water Service with the Rincon del Diablo Municipal Water District.

FISCAL ANALYSIS:

No fiscal impact.

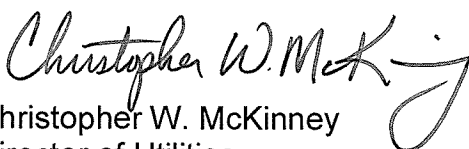
PREVIOUS ACTION:

Previously, an agreement was executed on December 7, 1994, between the City of Escondido (City) and the Rincon del Diablo Municipal Water District (Rincon del Diablo MWD) concerning Cross-Delivery Customer Service Connections, which solidified previous agreements since 1957 between the two water purveyors. These agreements have since become known as "Exchange Agreements."

BACKGROUND:

The City has requested water service from Rincon del Diablo MWD (Rincon) to serve water to one industrial property on Harmony Grove Road (APN 235-050-15). The property is located within, and will remain within, the City of Escondido's water service area. Water will be supplied to the customer via an Escondido meter; however, water will be supplied to that meter from a Rincon water pipeline. The City has no water distribution facilities in close proximity. Rincon has water distribution facilities located immediately adjacent to the subject property and has the capacity to serve the property.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2016-122

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, AN AGREEMENT WITH THE RINCON
DEL DIABLO MUNICIPAL WATER DISTRICT
FOR EXCHANGE OF WATER SERVICE FOR
THE PROPERTY LOCATED AT 2005
HARMONY GROVE ROAD

WHEREAS, Rincon del Diablo Municipal Water District has requested to serve water service to the property at 2005 Harmony Grove Road (APN 235-050-15), which is located within the City of Escondido and within the City of Escondido's water service area; the description of said property is contained in Attachment "A" of the subject exchange request attached as Exhibit "1" to this Resolution and incorporated by this reference; and

WHEREAS, the City of Escondido has no water distribution facilities in close proximity to the subject property; and

WHEREAS, Rincon del Diablo Municipal Water District has water distribution facilities located near the subject property.

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 exchange of water service to the subject property.

3. That the exchange shall be conducted as established in Exhibit "1."

4. That the Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, an Agreement of Exchange for Water Service with the Rincon del Diablo Municipal Water District to provide water service to the property located at 2005 Harmony Grove Road (APN 235-050-15), in substantially the form attached to this Resolution as Exhibit "1," and subject to final approval by the Director of Utilities and the City Attorney.

**Agreement for Exchange of Water Service
City Of Escondido and Rincon del Diablo Municipal Water District
2005 Harmony Grove Road**

THIS AGREEMENT is made by and among the CITY OF ESCONDIDO (hereinafter called "ESCONDIDO"), 201 N. Broadway, Escondido, California, 92025, RINCON DEL DIABLO MUNICIPAL WATER DISTRICT (hereinafter called "RINCON"), 1920 N. Iris Lane, Escondido, California, 92026, and Badiee Development Inc. (hereinafter called "CONSUMER"), P.O. Box 3111, La Jolla, California, 92038, in view of the following facts:

- a. CONSUMER is the owner of the lands situated in the City of Escondido, County of San Diego, State of California, shown as Attachment "A" attached hereto and made a part hereof by reference, and described as follows:

All that portion of Block 143 of the Rancho Del Diablo, in the City of Escondido, County of San Diego, State of California, according to Map thereof made by E. L. Dorn, being Map No. 527, filed in the office of the County Recorder of San Diego County, April 10, 1888, described as follows:

Commencing at a point on the Northwesterly boundary line of said Rancho, distant thereon 500.3 feet in a Southwesterly direction from the most Northerly corner of said Block 143, thence in a Southeasterly direction along the Southwesterly boundary of that certain tract of land conveyed to one Pitske, by deed recorded in Book 166, Page 197, of deeds, a distance of 525.7 feet, thence in a Southwesterly direction forming an inside angle of 56° 44' with the line last run, a distance of 922.22 feet, thence Westerly forming an inside angle of 123° 16' with the line last run, a distance of 21.3 feet to the Northwesterly line of said Rancho, thence in a Northerly direction along Northwesterly line of said Rancho, 771 feet to the point of commencement.

Assessor's Parcel Number 235-050-15 (4.87 acres)

The above described lands shall hereinafter be referred to as the "SUBJECT PROPERTY".

- b. The SUBJECT PROPERTY lies within the boundaries of ESCONDIDO and ESCONDIDO'S water service area.
- c. CONSUMER desires to obtain water service for the SUBJECT PROPERTY, and ESCONDIDO has no facilities at present to provide such service.
- d. The SUBJECT PROPERTY is located near water distribution facilities of

RINCON, and sufficient capacity exists in said facilities of RINCON, that said facilities can presently be utilized for the delivery of water to the SUBJECT PROPERTY.

- e. RINCON is willing to provide water service to the SUBJECT PROPERTY under the terms of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto as follows:

1. At locations adjacent to the SUBJECT PROPERTY, on Harmony Grove Road, CONSUMER shall install two, 2-inch water service connections (hereinafter called "RINCON'S SERVICE CONNECTIONS") for the purpose of allowing RINCON to convey water supply to the SUBJECT PROPERTY. The locations and installations shall be approved by RINCON. In addition, CONSUMER shall install two services for fire protection.
2. ESCONDIDO shall install two, 2-inch water meters for the delivery of water by RINCON to ESCONDIDO for the purpose of providing water service to the SUBJECT PROPERTY. In addition, CONSUMER shall install two detector check assemblies for fire protection per ESCONDIDO Standards.
3. CONSUMER shall install all offsite and onsite water facilities as may be necessary to deliver water from RINCON'S SERVICE CONNECTIONS to the SUBJECT PROPERTY.
4. RINCON shall thereafter deliver water to the SUBJECT PROPERTY through RINCON'S SERVICE CONNECTIONS, in accordance with the terms of this Agreement and RINCON'S rules and regulations.
5. CONSUMER shall pay for all of the costs incurred by the parties in connection with the installations referred to in the foregoing Paragraphs 1 and 2 , and shall pay to RINCON all of their respective fees and charges in connection therewith.
6. RINCON shall be responsible for providing both domestic and fire water service.
7. In the event customers occupying the SUBJECT PROPERTY become delinquent in payment of ESCONDIDO wastewater bills, RINCON shall cooperate with the CITY in suspending water service to any such customers pursuant to CITY'S established practice regarding such delinquencies, provided the CITY shall defend and hold RINCON harmless from any liability in connection with such suspension of water service.

IN WITNESS WHEREOF, this Agreement is executed on the dates indicated below by the duly authorized officers of the parties hereto.

CITY OF ESCONDIDO

Sam Abed, Mayor

Date

Diane Halverson, City Clerk

Date

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

Greg Thomas, General Manager

Date

CONSUMER

Ben Badiee, President
Badiee Development Inc.

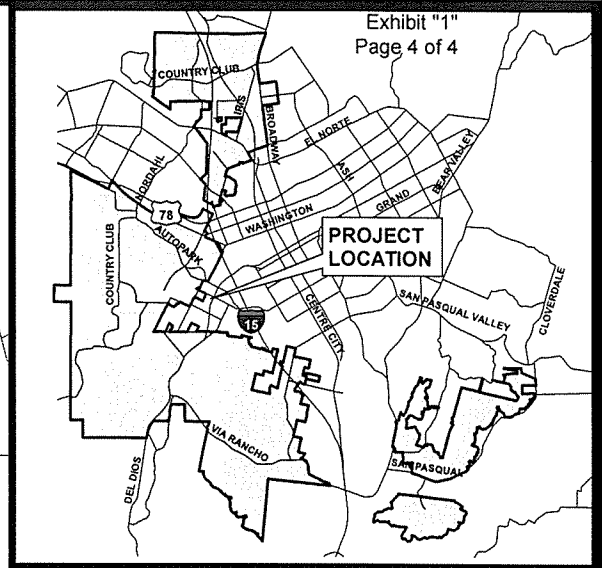
Date

Approved as to Form:

Office of the City Attorney
JEFFREY R. EPP, City Attorney

By: _____

ATTACHMENT "A"
HARMONY GROVE EXCHANGE
CITY OF ESCONDIDO
AND RINCON DEL DIABLO MWD



HARMONY GROVE

1

RINCON WATER MAIN



0 90 180 360 Feet

LEGEND

1 APN# 235-050-15 2005 HARMONY GROVE ROAD

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: August 24, 2016

TO: Honorable Mayor and City Council
FROM: Bill Martin, Director of Community Development
SUBJECT: Mills Act Contract for the Property at 444 East 6th Avenue (Case HP 16-0003)
APPLICANTS: Michael Cipriano

RECOMMENDATION:

1. Authorize entering into a Mills Act Contract by adopting Resolution No. 2016-124.
2. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS: In compliance with CEQA Section 15331, "Historical Resource Restoration/ Rehabilitation", a Notice of Exemption was prepared on July 26, 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 84 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately \$20,200.

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 property is located within the R-1-6 (single family, 6,000 SF minimum lot size) zone and is within the Old Escondido Neighborhood Historic District.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION: The Historic Preservation Commission (HPC) voted to recommend approval of entering into a Mills Act Contract on August 2, 2016. The Commission added these two items to the Improvement List: 1) The existing non-historic front door would be replaced with a period-appropriate door, and; 2) Any non-wood framed windows would be replaced with period-appropriate wood framed windows.



BACKGROUND: The subject property, addressed as 444 East 6th Avenue (APN 233-282-0800), is a .16 acre parcel on the north side of East 6th Avenue between Ivy Street and Hickory Street in the City's Old Escondido neighborhood historic district. The property includes a 1895 residence with Victorian and Italianate elements. Its unusual second story dormers pierce through the eaves below and indicate it was likely the work of Escondido's first residential architect A. J. Pomeroy. The house has had many residents over the years, but the first was E.M. Churchill who served as City Marshall from 1899 through 1906. In 1992 the property was officially listed on the City's Local Register of Historic Places. The current owner desires to enter into a Mills Act contract for its 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

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

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: August 2, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 444 East Sixth Avenue (case number HP16-0003)

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 May 5, 1992. The current owner is currently requesting to enter into a Mills Act contract.



The subject property at 444 East Sixth Avenue (APN 233-282-0800) consists of .16 acre with an unusual two-story Victorian residence built circa 1895. The dormer windows continue down through the eaves – a

design feature also seen on the residence at 460 East 6th Avenue and which is unique to Escondido. The residence has not been heavily altered and remains a fine example of this pre-1900 Victorian architecture. A corrugated metal garage also exists at the rear of the property off the alley.

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 May 5, 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,

A handwritten signature in black ink, appearing to read "Paul K. Bingham". The signature is stylized with a large, sweeping "P" and a cursive "B".

Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 444 East 6th Avenue
Property Owner: Michael Cipriano

1. Repair concrete foundation (completed)
2. Replace dry rotted and termite damaged wood in rear deck (completed)
3. Replace dry rotted and termite damaged wood in back porch (completed)
4. Replace original wood support arm of garage barn door (completed)
5. Repair dry rot and termite damage in kitchen bay window (completed)
6. Repair/replace foundation piers and posts (planned)
7. Repair/restore the front porch floor altered by a previous owner (planned)
8. Reroof house (planned)
9. Upgrading house electrical system to meet current Code (planned)
10. Repair exterior wood damage as needed in preparation for repainting (planned)
11. Repaint exterior of residence (planned)



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): MICHAEL CIPRIANO
Address: 444 E. 6TH AVE
City, State, Zip: ESCONDIDO CA 92025
Phone: 558 623 1875
Fax: _____
E-mail: cipriano.mike@gmail.com
Signature: [Signature]

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

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

SITE INFORMATION

Property Address: 444 E. 6TH AVE
Assessor's Parcel Number: 233 252 00 00
Historic Name: N/A

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:

☐ Local ☐ State ☐ National

Date of Designation: _____

Local Register Listing: ☒ Yes ☐ No

Date of Listing: 05 MAY 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

1. REPAIR CONCRETE FOUNDATION (COMPLETED 2011)
2. REPLACE FRONT PORCH/DOOR SECONDARY TO POT/TERRACES (COMPLETED 2015)
3. REPLACE WOOD SUPPORT AND CEILING BRACKETS (COMPLETED 2015)
4. REPAIR KITCHEN DAY WINDOW SECONDARY TO POT/TERRACES (COMPLETED 2016)
5. REPLACE FOUNDATION BRICKS
6. REPAIR/RESTORE FRONT PORCH FLOOR
7. REPLACE ROOFING
8. EXTERIOR PAINT/WOOD REPAIR
9. UPGRADE ELECTRIC PANEL/SERVICE

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: Michelle V. [Signature]

Date: 30 JUNE 2016

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: Michelle V. [Signature]

Date: 30 JUNE 2016

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) _____

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 _____ Date _____ T _____; R _____; _____ 1/4 of _____ 1/4 of Sec _____; _____ B.M.

c. Address 444 E. 6th AVE City ESCONDIDO Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone 11, 4931.6 ME/ 36642.9 MN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) APN: 233-282-08

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

THE HOUSE IS LOCATED IN A RESIDENTIAL NEIGHBORHOOD. IT IS VICTORIAN STYLE WITH FRAME CONSTRUCTION ON A RAISED FOUNDATION WITH ORIGINAL CONCRETE/REDWOOD PIERS + POSTS. THE UNUSUAL DORMERS WHICH DECORATE THE TRUNCATED HIP ROOF SEEM TO BE UNIQUE TO ESCONDIDO. ENCLOSED EAVES WITH A PLAIN FRIEZE BELOW DECORATE THE ROOF EDGES. THE GABLED DORMER HAS LONG NARROW FULL-SIZED WINDOWS WHICH CONTINUE DOWN THROUGH THE

(CONTINUED)

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

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



P5b. Description of Photo:
(view, date, accession #) front view
7/13/16

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

*P7. Owner and Address:
MICHAEL CIPRIANO
SAME

*P8. Recorded by:
(Name, affiliation, and address)

*P9. Date Recorded: _____

*P10. Survey Type: (Describe) _____

*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 _____

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

B1. Historic Name: _____

B2. Common Name: _____

B3. Original Use: Residence

B4. Present Use: Residence

*B5. Architectural Style: Victorian

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

circa 1895

*B7. Moved? ☒ No ☐ Yes ☐ Unknown

Date: _____

Original Location: _____

*B8. Related Features:

corrugated metal garage

B9a. Architect: NA

b. Builder: NA

*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)

unique dormers

*B12. References:

B13. Remarks:

*B14. Evaluator:

*Date of Evaluation: _____

(This space reserved for official comments)

Sketch Map with north arrow required.

see attached separately

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

Recorded by: _____ Date: _____

☐ Continuation ☐ Update

P3a (CONT): EAVES INTO THE HOUSE WALLS. TWIN WINDOWS GRACE THE FRONT DORMER, SHIPLAP SIDING SHEATHS THE HOUSE AND TALL, NARROW WINDOWS TYPICAL OF THE PERIOD ARE USED THROUGHOUT. THE PORCH IS TOPPED BY A HIP ROOF AND SUPPORTED BY CARVED, TURNED POSTS. A STICK STYLE FRIEZE AT THE ROOFLINE APPEARS TO BE ORIGINAL. DIAMOND PATTERNED LATTICE WORK COVERS THE PORCH FOUNDATION. THE HOUSE IS VERY SIMILAR IN AGE AND STYLE TO THE ONE AT 460 E. 6TH AVE. THIS WELL-MAINTAINED HOUSE RETAINS ITS ORIGINAL INTEGRITY AND IS A FINE EXAMPLE OF A NINETEENTH CENTURY HOME IS ESCONDIDO.

ALLEY 20' R.O.W.

50'

ORIGINAL SLAB

EXISTING
SHED

140'

140'

EXISTING
HOUSE

PORCH

50'

80' R.O.W.

E. 6TH AVENUE

Chain of Title
444 E 6th Ave., Escondido (formerly E 8th Ave)

06 July 1894: The Escondido Land and Town Company to Mrs. Emma Harbin

08 Nov 1902: Mrs. Emma Harbin to E.M. Churchill

26 June 1905: E.M. Churchill to Lydia A Chapin

27 Jan 1911: Lydia A. Chapin (estate) to Frank Chapin, Mary L Chapin and Byron Chapin (Children)

27 Jan 1911: Mary L Chapin (Hayes) and Byron Chapin to Frank Chapin

25 Nov 1919: Frank and Esther Chapin to Mrs. Lola O'Donnell

19 Dec 1923: Mrs. Lola O'Donnell to Francis M and Anna Bates (husband and wife, JT)

1925: Francis M Bates dies

1938: Anna Bates dies

28 May 1941: Eugene Bates (son of FM and Anna Bates) as administrator of Anna Bates (estate)

02 June 1941: Anna Bates (estate) to Eugene Bates

11 Jan 1944: Eugene Bates to Harvey A and Wilhelmina Helsel (Husband and wife JT)

06 April 1956: Harvey A Helsel (estate) to Ashton Helsel (son of Harvey A and Wilhelmina)

31 Jul 1968: Ashton and Bessie Helsel to Nestor and Helen Prychun (Husband and Wife JT)

01 Jul 1976: Nestor and Helen Prychun to Paul M and Andrine Sue Wibier (husband and wife JT)

20 Jun 1977: Paul M and Andrine Sue Wibier to Edward R and Suzanne A Pashote (husband and wife JT)

22 Aug 1980: Edward R and Suzanne A Pashote to Suzanne Pashote (sole property)

10 Dec 1982: Suzanne Pashote, now known and Suzanne A Peixoto

17 Feb 1984: Suzanne A Peixoto to Department of Veterans Affairs of the State of California

06 July 1984: Department of Veterans Affairs of the State of California to Brian Vann (agreement of sale)

28 June 1993: Department of Veterans Affairs of the State of California to Brian R and Carol A Vann

13 October 2013: Interspousal Transfer Brian R Vann to Carol A Vann

11 April 2014: Carol A Vann to Michael V Cipriano (current owner)

**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.

 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: [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 16-0003

Project Location - specific: Addressed as 444 East 6th Avenue (APN 233-282-0800), located on the north side of East 6th Avenue between South Ivy Street and South Hickory Street.

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

Description of Project:

To approve a Mills Act contract for the 0.16-acre subject property which is already on the City's Local Register of Historic Places 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: Michael Cipriano

Telephone: (858) 623-9875

Address: 444 East 6th Avenue, Escondido, CA 92025

☒ 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

July 26, 2016
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

RESOLUTION NO. 2016-124

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 MICHAEL V. CIPRIANO FOR THE
LOCAL REGISTER LISTED PROPERTY
LOCATED AT 444 EAST SIXTH AVENUE

(Case No. HP 16-0003)

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, Michael V. Cipriano has submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 444 East 6th Avenue (APN 233-282-0800); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the Local Register of Historic Resources on May 5, 1992;

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 Michael V. Cipriano for the property located at 444 East 6th 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:

Resolution No. 2016-124
Exhibit A
Page 1 of 11

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

HP 16-0003

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 Michael V. Cipriano (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:	Michael V. Cipriano 444 East 6 th 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

Dated: _____

By: _____
Diane Halverson, City Clerk

OWNER

Dated: _____

By: _____
Michael V. Cipriano
(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 6, BLOCK "K" 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 SAID SAN DIEGO COUNTY, JULY 10, 1886.

COMMONLY KNOWN AS: 444 EAST 6TH AVENUE, ESCONDIDO, CA 92025.

ASSESSOR'S PARCEL NUMBER: 233-282-08-00

ATTACHMENT "B"

Mills Act List of Improvements

Property Address: 444 East 6th Avenue

Property Owner: Michael V. Cipriano

1. Repair concrete foundation (completed).
2. Replace dry rotted and termite damaged wood in rear deck (completed).
3. Replace dry rotted and termite damaged wood in back porch (completed).
4. Replace original wood support arm of garage barn door (completed).
5. Repair dry rot and termite damage in kitchen bay window (completed).
6. Repair/replace foundation piers and posts (planned).
7. Repair/restore the front porch floor altered by a previous owner (planned).
8. Reroof house (planned).
9. Upgrading house electrical system to meet current Code (planned)
10. Repair exterior wood damage as needed in preparation for repainting (planned).
11. Repaint exterior of residence (planned).
12. Replace the existing non-historic front door with a period-appropriate replacement (planned).
13. Replace any non-wood framed windows with period-appropriate wood framed replacements (planned).

ORDINANCE NO. 2016-07

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ARTICLE 66 OF THE ESCONDIDO
ZONING CODE, ARTICLE 66, TO REVISE THE
SIZE STANDARDS FOR REGIONAL MARKET
SIGNS**

Planning Case No. AZ 16-0004

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 a
public hearing has been held before the City Council on this issue.

SECTION 2. That the City has determined that this Municipal Code
Amendment is exempt from the California Environmental Quality Act ("CEQA") in
conformance with Section 15061(b)(3) "General Rule" and finds that no significant
environmental impact will result from approving this code amendment.

SECTION 3. That upon consideration of the staff report; Planning Commission
recommendation; Factors to be Considered, attached as Exhibit "A" to this Ordinance
and incorporated by this reference; and all public testimony presented at the hearing
held on this project, this City Council finds the proposed amendment, which would
increase the allowable size of Regional Market Signs, to be consistent with the General
Plan and all applicable specific plans of the City of Escondido.

SECTION 4. That Escondido Zoning Code Chapter 33, Article 66 (Sign
Ordinance), is amended as described in the attached Exhibit "B", which is incorporated

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

ORDINANCE NO. 2016-08

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ESCONDIDO MUNICIPAL CODE
CHAPTER 18 COMMUNITY SERVICES
DEPARTMENT, ARTICLE 2 COMMUNITY
SERVICES COMMISSION, SECTION 18-18**

WHEREAS, the City Council of the City of Escondido seeks to amend Escondido Municipal Code Section 18-18 to reduce the term of office for youth representatives on the Community Services Commission from four years to one; and

WHEREAS, the City Council also seeks to amend Section 18-18 to clarify that the default member appointment and term limit rules for all city boards and commissions are contained in Escondido Municipal Code Section 2-30.

Now, therefore, the City Council of the City of Escondido, California, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. That Escondido Municipal Code Chapter 18 Community Services Department, Article 2 Community Services Commission, Section 18-18 is hereby repealed and replaced as follows:

Sec. 18-18. Terms of office of members.

Appointments of members of the Community Services Commission and their terms of office shall be governed by Section 2-30, with the exception of the term of office for youth representatives, which shall be up to one (1) year commencing with the actual date of appointment and ending on March 31 of the following year.

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

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: August 24, 2016

TO: Honorable Mayor and City Council

FROM: Bill Martin, Director of Community Development

SUBJECT: Local Register Designation and Mills Act Contract for the Property at 439 East 5th Avenue (Case HP 16-0002)

APPLICANTS: Brad & Claire Greene

RECOMMENDATION:

1. Approve listing the residence on the City's Local Register by adopting Resolution No. 2016-94.
2. Authorize entering into a Mills Act Contract by adopting Resolution No. 2016-94.
3. Approve the CEQA Exemption.

ENVIRONMENTAL STATUS: In compliance with CEQA Section 15331, "Historical Resource Restoration/ Rehabilitation", a Notice of Exemption was prepared on May 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 84 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately \$20,200.

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 property is located within the R-1-6 (single family, 6,000 SF minimum lot size) zone and is within the Old Escondido Neighborhood Historic District.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION: The Historic Preservation Commission (HPC) voted to recommend approval of listing the residence on the City's Local Register of Historic Places and entering into a Mills Act Contract on June 7, 2016.

BACKGROUND: The subject property, addressed as 439 East 5th Avenue (APN 233-282-0500), is a .20 acre parcel on the south side of East 5th Avenue between Ivy Street and Hickory Street in the City's Old Escondido neighborhood historic district. The property includes an ornate two-story Eastlake Victorian residence which, according to reports, was the boyhood home of a New England blacksmith named Alexander Stewart. He dismantled the home, had it shipped to Escondido, and then reconstructed it at its present location circa 1894. He later served as the City's Board of Trustee's Chairman, the equivalent of City Mayor, four times between 1906 and 1927. He lived in the house until his death in 1940. Except for a window added in the front gable, and a garage off the rear added in 1970, the structure has had few exterior alterations since its initial reconstruction. The residence was nominated in 1992 for listing on the City's Local Register of Historic Places, but the owner at the time was successful in persuading the Commission to not include it. The current owners desire to have the property included on the Register and to enter into a Mills Act contract for its continued



ANALYSIS:

Escondido Historical/Cultural Resources Survey

On June 7, 2016, the Historic Preservation Commission voted to list the subject property on the Local Register of Historic Places, justifying their decision because it met these five criteria (*note that only two are required for Local Register listing approval*):

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 structure was built by Alex Stewart, a blacksmith and farm machinery dealer who later became the director of the Escondido National Bank and served as Chairman of the City Board, the equivalent of being the Town Mayor.

2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

The existing Eastlake Victorian is one of particular interest due to its two levels of ornate wrap-around balconies. Its design is unique to the City.

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

The existing Eastlake Victorian was built circa 1880 and is currently 136 years old.

4. 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 the most prominent on this very unique block where nearly every property is historic and listed on the City's Local Register.

5. Escondido historical building that is one of the few remaining examples in the City possessing distinguishing characteristics of an architectural type.

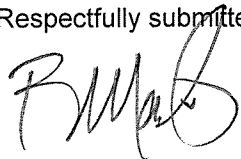
The existing Eastlake Victorian is the only residence of this type in Escondido.

The present applicants were asked by staff to provide additional information regarding the property's history to help update the City's files. The applicants have conducted the required historic research and have 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 LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11 AND 12 IN BLOCK "K" 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, JULY 10, 1886.

EXCEPTING FROM SAID LOT 12, THE WESTERLY 34.74 FEET THEREOF.

ASSESSOR'S PARCEL NUMBER: 233-282-05-00

ATTACHMENT "B"

**Mills Act Application
List of Improvements**

Property Address: 439 East 5th Avenue
Property Owners: Brad & Claire Green

1. Repair all significant exterior siding and trim wood damage and re-attach wood scroll finials in upper porch areas.
2. Repair front door hinge problem, prep, paint, and install new Victorian style decorative glass.
3. Install wooden stairs (instead of concrete) at the front of the house leading to the porch in original Victorian style.
4. Repair existing chimney and install liner and wood heating stove to improve safety of the heating utilities.
5. Prep and paint all window sashes with historically accurate paint color.
6. Paint exterior of house with historically appropriate colors.
7. Replace rotted wood planks on lower porch.
8. Install an appropriate window in the front gable and repair/replace the shaped wall shingles.
9. Professionally repair damaged original sash windows.
10. Restore upstairs bathroom, repair wood rot and replace damaged water pipes.
11. Restore downstairs bathroom, repair wood rot and replace damaged water pipes.

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.2
Date: June 7, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 439 East 5th Avenue (case number HP16-0002)

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 439 East 5th Avenue (APN 233-282-0500) consists of .20 acre with a two story Eastlake Victorian residence with ornate lacey porches and fish-scaled gables built circa 1880. The house was built by Alex Stewart, a blacksmith and farm machinery dealer. Mr. Stewart later became the

director of the Escondido National Bank. During World War I he served as Chairman of the City Board, the equivalent of Town Mayor. For more information, please see the attachments containing more background and history associated with this property. In 1992 this property was being considered for listing on the Local Register, but the owner at the time was successful in persuading the Commission to not include it, although it appeared to meet four of seven criteria for listing. The current owners desire to have the property included on the 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 owners, Brad and Claire Greene, is to consider placing this resource on the Local Register.

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

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 structure was built by Alex Stewart, a blacksmith and farm machinery dealer who later became the director of the Escondido National Bank and served as Chairman of the City Board, the equivalent of being the Town Mayor.

2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

The existing Eastlake Victorian is one of particular interest due to its two levels of ornate wrap-around balconies. Its design is unique to the City.

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

The existing Eastlake Victorian was built circa 1880 and is currently 136 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 the most prominent on this very unique block where nearly every property is historic and listed on the City's Local Register.

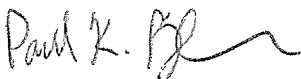
7. Escondido historical building that is one of the few remaining examples in the City possessing distinguishing characteristics of an architectural type.

The existing Eastlake Victorian is one of a very few representatives of this era remaining in Escondido.

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: 439 East 5th Avenue
Property Owners: Brad & Claire Green

1. Repair all significant exterior siding and trim wood damage and re-attach wood scroll finials in upper porch areas.
2. Repair front door hinge problem, prep, paint, and install new Victorian style decorative glass.
3. Install wooden stairs (instead of concrete) at the front of the house leading to the porch in original Victorian style.
4. Enclose leaning hazardous chimney with protective ship-lap boards that match the existing siding.
5. Prep and paint all window sashes with historically accurate paint color.
6. Paint exterior of house with historically appropriate colors.
7. Replace rotted wood planks on lower porch.
8. Install chimney liner and wood heating stove to improve safety of the heating utilities.
9. Professionally repair damaged original sash windows.
10. Restore upstairs bathroom, repair wood rot and replace damaged water pipes.
11. Restore downstairs bathroom, repair wood rot and replace damaged water pipes.

City of Escondido HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic Name Alex Stewart House

2. Common or Current Name Stewart and/or Mount House

3. Number & Street 439 E. Fifth Avenue

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking individ.signif.

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone A E4931.40

B N36643.80

C Zone 11

D

5. Quad map No.

Parcel No. 233-282-05

Cross-Corridor

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 two-story Victorian home with shiplap siding and a tall gabled roof is in perfect condition. Vertical corner boards trim the edges and tall, narrow, double-hung windows are used throughout. The front-facing gable has enclosed eaves and a variety of fancy-cut shingles in rows. The shed-style roofed porch is two stories high and features carved posts and decorative sawn work on both floors. The railing pattern is geometric in feeling and is made of plain boards. A small roof of round shingles, with curved brackets, separates the first floor porch from the second floor porch, and a row of plain sawn work is placed below that. The front door features an arched window with pilasters on each side and panels below. A second door immediately to the west of this is plainer and has a small window beside it. A chimney reached two stories high on the east side. This area may have been enclosed at a later time. A gable end with decorative fancy-cut shingles facing the west is the back. Another gable faces the rear (south).

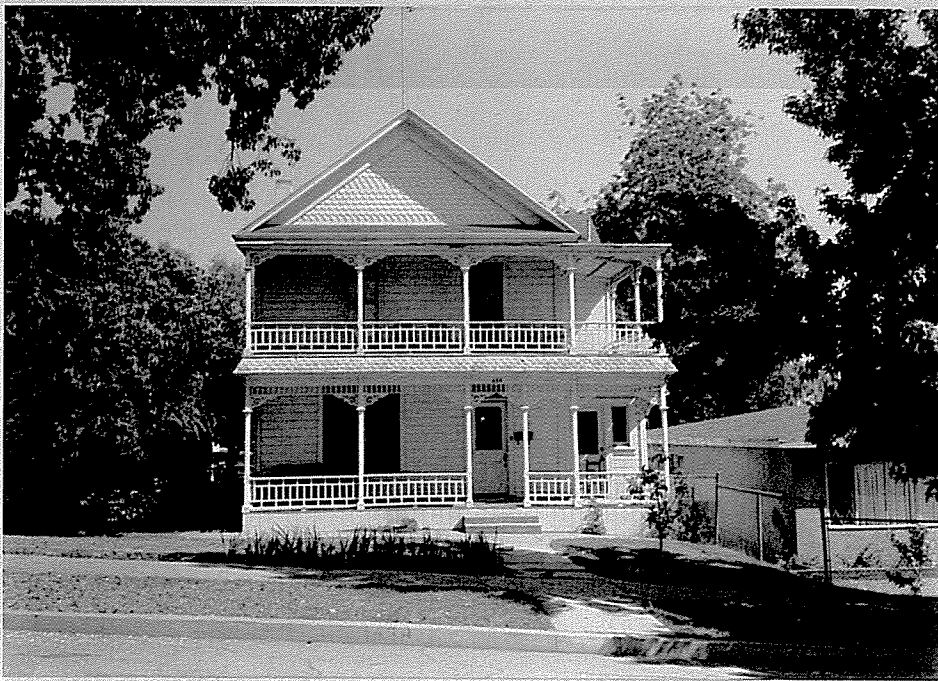
The architectural style is: Eastlake Victorian

The condition is: excellent

The related features are: New board & batten addition in back. Not usable from street. Tank house is still intact.

The surroundings are: residential

The boundaries are:



8. Planning Agency
City of Escondido

9. Owner and Address
Marguerite M. Mount
same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

HISTORICAL INFORMATION

14. Construction Date(s) c1890 Original location unknown Date moved
15. Alterations & date All porches have been enclosed or altered
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.

The primary significance of this house is its architectural style and almost unaltered appearance. The lacey two-story front porch is the dominant architectural feature. The house was built by Alex Stewart who is listed in the 1897 Escondido Directory as "Stewart, Alex, blacksmith." Family members claim that Stewart had the home building materials shipped around the Horn. He and his wife were from Nova Scotia and Massachusetts. Mr. Stewart is reputed to have moved to Escondido in 1890 and by 1905 he was listed as having the occupations of blacksmith, wagonmaker and farm machinery dealer. Eventually Mr. Stewart became a director of the Escondido National Savings Bank and a prominent member of the Chamber of Commerce. In the latter capacity he was influential in road development and participated in various city projects. During World War I he served as Chairman of the City Board, the equivalent of Mayor. He died in 1940 at this home. A picture of his two sons, Wallace and Hugh, sitting on a pony in front of the house in 1900, appears in "Escondido, a Pictorial History," by Frances Ryan.

20. Sources

"Escondido, A Pictorial History," Emily Wilt, historical society member.

21. Applicable National Register criteria

22. Other Recognition: State Landmark Number

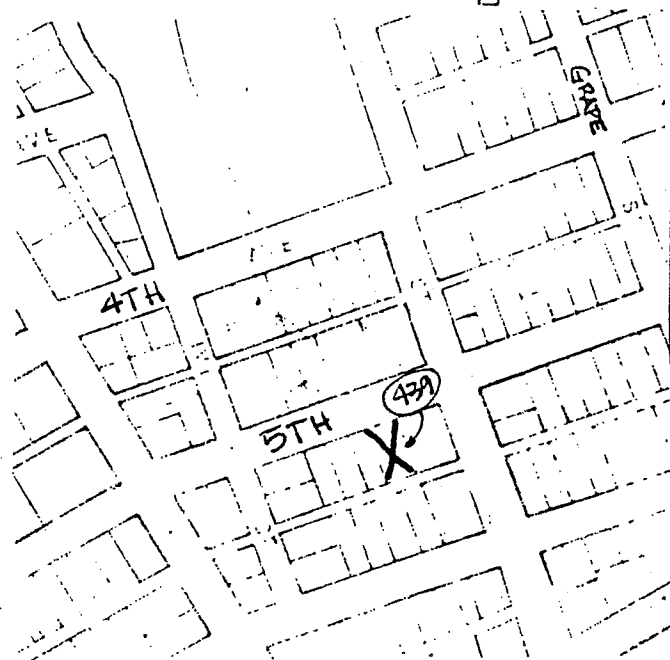
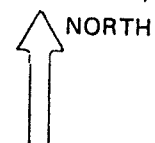
23. Evaluator Date of Evaluation 1990

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: 439 East Fifth Avenue

Existing Use: Residence

Zoning: R-1-6

General Plan Designation: Urban 1

Tier Designation: Central/Tier 1

Construction Date: c1890

Meets Ordinance Criteria 2, 5, 6, and 7 for Local Register Listing.

Justification for Register Listing:

The primary significance of this house is its architectural style and almost unaltered appearance. The lacey two-story front porch is the dominant architectural feature. The house was built by Alex Stewart who is listed in the 1897 Escondido Directory as "Stewart, Alex, blacksmith." Family members claim that Stewart had the home building materials shipped around the Horn. Mr. Stewart is reputed to have moved to Escondido in 1890, and by 1905 he was listed as having the occupations of blacksmith, wagonmaker, and farm machinery dealer. Eventually, Mr. Stewart became a director of the Escondido National Savings Bank and a prominent member of the Chamber of Commerce. In the latter capacity, he was influential in road development and participated in various city projects. During World War I, he served as Chairman of the City Board, the equivalent of Mayor. He died in 1940 at his home. A picture of his two sons, Wallace and Hugh, sitting on a pony in front of the house in 1900 appears in "Escondido, a Pictorial History," by Frances Ryan.

This two-story Victorian home with shiplap siding and a tall gabled roof is in perfect condition. Vertical corner boards trim the edges and tall narrow double-hung windows are used throughout. The front-facing gable has enclosed eaves and a variety of fancy-cut shingles in rows. The shed-style roofed porch is two stories high and features carved posts and decorative sawn work on both floors. The railing pattern is geometric in feeling and is made of plain boards. A small roof of round shingles, with curved brackets, separates the first floor porch from the second floor porch, and a row of plain sawn work is placed below that. The front door features an arched window with pilasters on each side and panels below. A second door immediately to the west of this is plainer and has a small window beside it. A chimney reaches two stories high on the east side. This area may have been enclosed at a later time. A gable end with decorative fancy-cut shingles facing the west is the back.

Staff Recommendation:

Staff recommends this resource be deferred until property owner can be contacted to discuss the historic significance of the structure. On June 1, 1992, the property owner, Kent Threkhhold, requested not to be placed on the Local Register.

Commission Action:

On May 5, 1992, the Commission voted unanimously to defer until June 2, 1992, any decision to place this resource on the Local Register.

On June 2, 1992, the Commission voted unanimously not to place this structure on the Local Register.



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 16-0002

Project Location - specific: Addressed as 439 East 5th Avenue (APN 233-282-0500), located on the south side of East 5th Avenue between South Ivy Street and South Hickory Street.

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

Description of Project:

To approve listing the 0.20-acre subject property on the City's Local Register of Historic Places and entering into a Mills Act Contract in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) land use designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name(s) of Person or Agency Carrying Out Project:

Names: Brad & Claire Greene

Telephone: (442) 221-0560

Address: 439 East 5th Avenue, Escondido, CA 92025

☒ 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 U1 General Plan land use designation 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

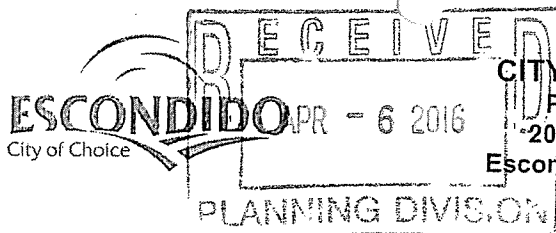
5/20/16

_____ Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant



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

FOR INTERNAL USE ONLY	
Case No.:	HP16-0002
Date Received:	4/7/16
Received By:	PS
Fees Received:	NA
Date Approved:	
Application:	☐ Incomplete
	☐ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Mr. Brad and Ms. Claire Greene
Address: 439 E. 5th Ave.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 4422210560 (W) 8582160217

Present Property Owner: Claire Greene
Address: 439 E. 5th Ave.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 4422210560 (W) 8582160217

Address of Site/Structure: 439 E. 5th Ave. Escondido
Assessor Parcel No.: 233-282-05

Present Land Use: Residential
General Plan Designation: Residential
Tier/Neighborhood: _____

Common Name/
Historic Name: The Alexander Stewart House
Architural Style: Eastlake Victorian

Zoning: R1
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)

Brad Greene 2-6-16
Applicant Signature (Date)

Claire Greene 2/6/16
Property Owner Signature (Date)

1. The house sits in the Escondido historict district area. It is known as The Alexander Stewart House. Alex Stewart migrated to United states to seek fortune. He went to Colorado to mine for gold in Leadville, sold his gold mine stake and moved to Escondido in mid 1880's. He had the house in Nova Scotia dismantled after his parents died and had the house shipped to California and reconstructed in 1890. Alex later became the chairman of the city board. He lived in the house until his death in 1940.

2. No

3. No

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) 439 E. 5th Ave.

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 Escondido Date 1894 T _____; R _____; _____ 1/4 of _____ 1/4 of Sec _____; _____ B.M.

c. Address 439 E 5th 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) APN 233-282-05

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
The 9100 sq ft. parcel at 439 E. 5th ave. contains a 2,206 sq ft. 2-storey Victorian house. This house dates to 1860 when it was built in Argyle Nova Scotia, Canada. The house was shipped by boat to Escondido in 1890 and reconstructed by 1894.

*P3b. Resource Attributes: (List attributes and codes) R-1 Residential building

*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 #) Photo 1, Camera
Facing South, December 24 2015

*P6. Date Constructed/Age and Source:
☒ Historic ☐ Prehistoric ☐ Both
1894 / San Diego County
recorder.

*P7. Owner and Address: Claire Greene
439 E. 5th Ave Escondido
CA 92025

*P8. Recorded by:
(Name, affiliation, and address)
Alex Stewart, Banker
439 E. 5th Ave. Escondido CA
92025

*P9. Date Recorded: January 22nd, 1894

*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
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3 *Resource Name or #: (Assigned by recorder) 439 E. 5th Ave

Recorded by: _____ Date: _____

☐ Continuation ☐ Update

EXHIBIT 'A'

Lots 11 and 12 in Block "K" 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 From Said Lot 12, the Westerly 34.74 feet thereof





List of past and present owners of 439 E. 5th Ave. Escondido, Ca, 92025

Lizzy J. Roberts (no records exist of purchase.)

Sold on January 22nd, 1894 to Alexander Stewart.

Alexander Stewart sold to Hugh M. Stewart on Mar. 17, 1938

The microfilm records for the sale from Hugh M. Stewart to William H. Daniel and Mary C. Daniel were not available at the county office due to technical problems. The reel that we suspect has the information would not function in the viewer. County personnel could not get it to work either.

William H. Daniel and Mary C. Daniel sold the property to Marguerite M. Mount on Feb. 2, 1968.

Margaret Mount and D Kent Threlkeld received the property after the death of her Mother Marguerite Mount on Feb. 11 1993.

Margaret Mount quitclaimed the property to D Kent Threlkeld on July 22, 2009

D. Kent Threlkeld quit claimed the property to the D. Kent Threlkeld Trust on June 21, 2013

Current owner, Claire Ella Greene purchased the property May 19, 2014 from D. Kent Threlkeld Trust.

1

	vent	fqn
#2 Dishwasher		

A-11 8-56 *OK* A 3-54

MISCELLANEOUS STRUCTURES

[illegible]

COMPUTATIONS

[illegible]

Remarks: 71 Mares - 50 Ad. & 21 Juvs.

10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044

The Navigator has been discontinued.

7. THESE ARE NOT TO BE USED

FD-1226-279 - 5/7/64

longer reduced from 20 to 200, 3 p.p.
860 to 810.

deducted from 1 ha - for 1964, Chd.

111

Figure 1. The relationship between the number of children and the number of children who are in the same household as the mother. The figure shows a positive relationship between the number of children and the number of children in the same household as the mother. The relationship is non-linear, with the number of children in the same household as the mother increasing at a decreasing rate as the number of children increases.

100

1000

bioRxiv preprint doi: <https://doi.org/10.1101/2018.07.10.259000>; this version posted July 11, 2018. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

1000

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

Primary # _____

HRI # _____

*NRHP Status Code 552

Page 2 of 3 *Resource Name or #: (Assigned by recorder) 439 E. 5th Ave.

B1. Historic Name: Alexander Stewart House

B2. Common Name: Private Residence

B3. Original Use: Private Residence

B4. Present Use: Private Residence

*B5. Architectural Style: Victorian

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

1894. Garage added in 1970.

*B7. Moved? ☐ No ☒ Yes ☐ Unknown Date: 1890 Original Location: Argyle, Nova Scotia

*B8. Related Features:
Eastlake Victorian construction

B9a. Architect: Unknown

b. Builder: Unknown

*B10. Significance: Theme Eastlake Victorian

Area: Old Escondido

Period of Significance: 1860-1940 Property Type: Building Applicable Criteria: Historical Development
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

One of the last Eastlake Victorian homes left in San Diego county.
The first mayor of Escondido lived here, Alex Stewart from 1894 to
1940 and died in the house.

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

*B12. References:

www.wikitree.com/wiki/Stewart-14064

B13. Remarks:

*B14. Evaluator: Alexander Stewart BO

Brad Greene and

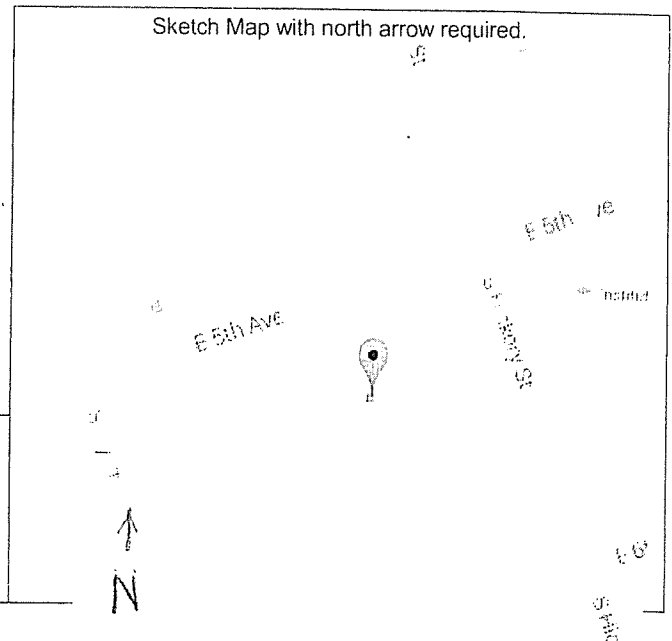
Claire Greene

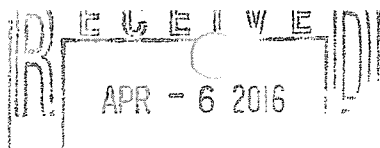
12-24-2015 BO

*Date of Evaluation: January 22nd 1894

(This space reserved for official comments)

Sketch Map with north arrow required.





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**

FOR INTERNAL USE ONLY	
Case No.	<u>HPIC-0202</u>
Date Submitted:	<u>4/7/16</u>
Project Planner:	<u>Pat</u>
Fees:	<u>NA</u>
Receipt No.:	_____
☐ Incomplete	_____ Date of Notice
☐ Complete	_____ Date

APPLICANT/CONTACT PERSON

Name (Print): BRAD GREENE
Address: 439 E 5TH AVE
City, State, Zip: ESCONDIDO, CA, 92025
Phone: 442-221-0560
Fax: _____
E-mail: BGREENE73@GMAIL.COM
Signature: Brad Greene

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

Name (Print): CLAIRE GREENE
Address: 439 E 5TH AVE
City, State, Zip: ESCONDIDO, CA, 92025
Phone: 858-216-0217
Fax: _____
E-mail: LGREENE79@GMAIL.COM
Signature: Claire Greene
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 439 E. 5TH AVE
Assessor's Parcel Number: 233-282-05-00
Historic Name: ALEXANDER STEWART 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

- 1) Repair windows (11 openings upstairs or 22 window sashes), fix/broken/wood sashes, replace ropes
 - 2) Repair Windows (7 openings downstairs or 14 window sashes), fix/broken/wood sashes, replace ropes
 - 3) Complete restoration of downstairs bathroom
 - 4) Fix/repair downstairs bedroom ceiling
 - 5) Repaint Exterior house using historical colors
- (please see additional improvements attached)

- 6) Reinforce Chimney
- 7) Reinforce porch foundation.
- 8) Renovate Kitchen.
- 10) Remove improper alteration of enclosed porch downstairs.
- 11) Complete wood repairs/window trims on the back of the house.

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 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.

Co 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.

Co 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: _____
Mayor

Dated: _____

By: _____
City Clerk

OWNERS

Dated: 2/6/16

By: *Chae or Jane*
[Insert Name]
(This signature must be notarized.)

RECEIVED

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: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On February 6th, 2016 before me, Ian Hutchinson Notary Public
(insert name and title of the officer)

personally appeared Claire Ella Greene
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ian Hutchinson (Seal)



RESOLUTION NO. 2016-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, LISTING THE RESIDENTIAL STRUCTURE ON THE PROPERTY ADDRESSED AS 439 EAST FIFTH 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 CLAIRE ELLA GREENE FOR THE PROPERTY LOCATED AT 439 EAST FIFTH AVENUE

(Case No. HP 16-0002)

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 439 East 5th 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, Claire Ella Greene has submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 439 East 5th Avenue (APN 233-282-0500); 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 June 7, 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 439 East 5th 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 June 7, 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 Claire Ella Greene for the property located at 439 East 5th 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

Resolution No. 2016-94
Exhibit A
Page 1 of 11

HP 16-0002

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 Claire Ella Greene (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: Claire Ella Greene
439 East 5th 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

Dated: _____

By: _____
Diane Halverson, City Clerk

OWNER

Dated: _____

By: _____
Claire Ella Greene
(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 LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11 AND 12 IN BLOCK "K" 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, JULY 10, 1886.

EXCEPTING FROM SAID LOT 12, THE WESTERLY 34.74 FEET THEREOF.

ASSESSOR'S PARCEL NUMBER: 233-282-05-00

ATTACHMENT "B"

Mills Act List of Improvements

Property Address: 439 East 5th Avenue
Property Owner: Claire Ella Greene

1. Repair all significant exterior siding and trim wood damage and re-attach wood scroll finials in upper porch areas.
2. Repair front door hinge problem, prep, paint, and install new Victorian style decorative glass.
3. Install wooden stairs (instead of concrete) at the front of the house leading to the porch in original Victorian style.
4. Repair existing chimney and install liner and wood heating stove to improve safety of the heating utilities.
5. Prep and paint all window sashes with historically accurate paint color.
6. Paint exterior of house with historically appropriate colors.
7. Replace rotted wood planks on lower porch.
8. Install an appropriate window in the front gable and repair/replace the shaped wall shingles.
9. Professionally repair damaged original sash windows.
10. Restore upstairs bathroom, repair wood rot and replace damaged water pipes.
11. Restore downstairs bathroom, repair wood rot and replace damaged water pipes.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

11Agenda Item No.: 9

Date: August 24, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, P.E., Public Works Director/City Engineer
Loretta McKinney, Director of Library & Community Development
Karen Youel, Housing & Neighborhood Services Manager

SUBJECT: Housing Related Parks Program Funds Budget Adjustment

RECOMMENDATION:

It is requested that the City Council approve the budget adjustments for the park improvement projects, in conjunction with, the award of new 2015 Housing Related Parks (HRP) program funds and the reallocation of Program Year (PY) 2011 and PY 2013 HRP funds.

FISCAL ANALYSIS:

The City of Escondido has received \$1,611,575 from the California Department of Housing and Community Development (HCD) over three grant years (PY 2011, 2013 and 2014). The City was informed of a PY 2015 HRP award for an additional \$161,600 on July 1, 2016. No matching funds are required.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Neighborhood Improvement through maintenance of parks and recreational facilities.

PREVIOUS ACTION:

The City received \$251,750 in PY 2011 HRP funds in 2012, and these funds were reserved for improvements to Grape Day Park, Jim Stone Pool, and Washington Park.

The City received \$674,850 in PY 2013 HRP funds in 2014, and these funds were reserved for improvements to Jim Stone Pool, Washington Park Pool, and East Valley Community Center.

The City received \$685,450 in PY 2014 HRP funds in 2015, and these funds were reserved for improvements to Park Avenue Community Center, East Valley Community Center, Grape Day Park, Washington Park Pool and Recreation Center, Jim Stone Pool and Oak Hill Activity Center.

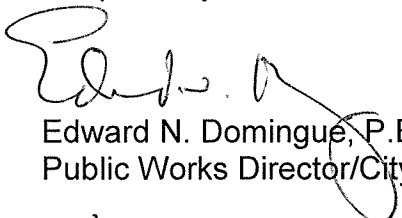
On February 2, 2016, the City Council authorized an application to HCD for PY 2015 HRP Program funds and the acceptance of grant funds, if awarded, via Resolution No. 2016-14.

BACKGROUND:

HCD administers the Housing-Related Parks (HRP) Program, which was designed to encourage cities and counties to develop new residential housing by rewarding those jurisdictions that approve housing affordable to lower-income households. The HRP Program was funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, Health and Safety Code Section 53545, subdivision (d) and originally established pursuant to Chapter 641, Statutes of 2008 (AB 2494, Caballero), at Chapter 8 of Part 2 of Division 31 of the Health and Safety Code (commencing with Section 50700) and subsequently amended pursuant to Chapter 779, Statutes 2012 (AB 1672, Torres). The Program awards funds on a per-bedroom basis for each residential unit affordable to very low- and low-income households in order to construct, rehabilitate, or acquire capital assets and/or costs incidental to park and recreation facility creation, development, or rehabilitation.

Escondido has six parks and five centers in areas of low-moderate income households and park deficient neighborhoods. The PY 2015 application focused on two projects: improvements in Washington Park (lighting, fencing, court resurfacing and major field/turf maintenance) and Jim Stone pool rehabilitation. Budget adjustments are now necessary to continue with these projects as well as allow projects funded with PY 2011 and PY 2013 funds (Grape Day Park Playground Equipment, Santa Fe Depot Repairs, Park Avenue Community Center Improvements, East Valley Community Center Signage and Improvements, Washington Park Pool and Recreation Center, and Oak Hill Activity Center) to be closed out.

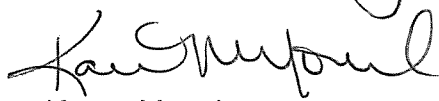
Respectfully submitted,



Edward N. Domingue, P.E.
Public Works Director/City Engineer



Loretta McKinney
Director of Library & Community Development



Karen Youel
Housing & Neighborhood Services Manager



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: August 24, 2016
Department: Public Works
Division: _____
Project/Budget Manager: Julie Procopio 4001
Name Extension
Council Date (if applicable): August 24, 2016
(attach copy of staff report)

For Finance Use Only	
Log #	<u>BA 08-03</u>
Fiscal Year	<u>2017</u>
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Jim Stone Pool Improvements	401-0000-509301	10,000.00	
HCD Projects	<u>401-NEW</u>	151,600.00	
2015 HCD (HRP) Grant	<u>4127-401</u>	161,600.00	

Explanation of Request:

The City has been awarded a \$161,600 Program Year 2015 Housing-Related Park (HRP) program grant by the Department of Housing and Community Development (HCD).

APPROVALS

[Signature] 8.15.16
Department Head Date
[Signature] 8/16/16
Finance Date

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: August 24, 2016
Department: Public Works/Community Services
Division: _____
Project/Budget Manager: Julie Procopio/Loretta McKinney 4001
Name Extension
Council Date (if applicable): August 24, 2016
(attach copy of staff report)

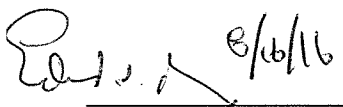
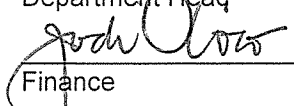
For Finance Use Only	
Log #	<u>BA 08-04</u>
Fiscal Year	<u>2017</u>
ear	
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Playground Equipment @ Grape Day Park	401-0000-509302	25.88	
Washington Park Pool	401-0000-509305	17,483.18	
EVCC Signage	401-0000-509306		16,808.76
PACC Improvements	401-0000-509307	82,602.31	
EVCC Improvements	401-0000-509308		11,182.18
Oak Hill Activity Center Improvements	401-0000-509309		13,865.33
Santa Fe Depot Repairs	401-0000-509310		58,255.10

Explanation of Request:

The City received \$1,611,575 in State Housing Related Parks Funds. Budget adjustments in the amount of \$100,111.37 are necessary in order to reallocate between projects and close out directed park improvement projects.

APPROVALS

 Department Head	 Date <u>8/16/16</u>	City Manager	Date
 Finance	Date <u>8/16/16</u>	City Clerk	Date

Distribution (after approval):
FM105 (Rev.11/06)

Original: Finance



FUTURE CITY COUNCIL AGENDA ITEMS
August 17, 2016

*AGENDA ITEMS AND COUNCIL MEETING DATES ARE SUBJECT TO
CHANGE. CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617*

August 31, 2016
No Meeting (5th Wednesday)

September 7, 2016
No Meeting (Labor Day)

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: August 24, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jeffrey R. Epp, City Attorney

SUBJECT: Amendment to San Luis Rey Settlement Agreement

RECOMMENDATION:

Approve Resolution 2016-130 authorizing the Mayor and City Clerk to execute an Amendment to the San Luis Rey Settlement Agreement.

BACKGROUND:

On December 3, 2014, the City Council adopted Resolution 2014-181, which authorized the Mayor and City Clerk to execute a Settlement Agreement and an Implementing Agreement to resolve the decades old dispute over waters of the San Luis Rey River. The Agreements were fully executed by all parties later that month.

The terms of the Settlement Agreement required Congressional ratification. Congressman Duncan Hunter graciously worked with the Settlement Parties and introduced H.R. 1296. After being approved by the House Natural Resources Committee subcommittee on Water, Power, and the Oceans, the bill moved to the House floor. However, prior to consideration on the House floor, the Congressional Budget Office "scored" the legislation as having a fiscal impact because the Settlement would enable the Bands to fully deplete the San Luis Rey Tribal Development Fund which had been created by the original legislation. Because of the positive score, passage of the legislation was effectively blocked.

The proposed amendment to the Settlement Agreement provides that the Band's access to the San Luis Rey Tribal Development Fund must occur incrementally and cannot exceed \$3.7 million per year. This Amendment will secure a score of "zero" from the Congressional Budget Office, which will enable the legislation to proceed.

A second amendment to the Settlement Agreement states that the rights of way that are being validated as part of the settlement allow for future assignments without prior approval from the Bureau of Indian Affairs or the Bureau of Land Management. The assignments in question relate to the possibility—addressed in the separate agreement between the Bands and the Local Entities—that the Local Entities may one day stop operating the local water system, with one or more Bands taking on that responsibility.

Amendment to San Luis Rey Settlement Agreement

August 24, 2016

Page 2

The third and fourth amendments each correct a provision of the Settlement Agreement that refers to H.R. 1296, but refers to the wrong subsection of the bill. A fifth amendment corrects the fact that there are two paragraphs in the Settlement Agreement numbered 2.3; the second of these is renumbered 2.3.5.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jeffrey R. Epp" followed by a stylized flourish.

Jeffrey R. Epp
City Attorney

RESOLUTION NO. 2016-130

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, AN
AMENDMENT TO THE SETTLEMENT
AGREEMENT RESOLVING DISPUTES
REGARDING THE WATERS OF THE SAN
LUIS REY RIVER

WHEREAS, in November 1988, by Public Law 100-675, the United States Congress enacted as Title I, the "San Luis Rey Indian Water Rights Settlement Act" which was designed to settle litigation between five local Indian Bands, the City of Escondido and the Vista Irrigation District; and

WHEREAS, the San Luis Rey Settlement Parties and the United States subsequently executed a Settlement Agreement and Implementing Agreement designed to provide one of the legal components to achieve that purpose; and

WHEREAS, certain amendments to the Settlement Agreement are necessary to enable passage of ratifying legislation in the United States Congress; and

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

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 and subject to final approval by the City Attorney, an Amendment to the Settlement Agreement which is attached and incorporated by this reference as Exhibit

1.

**AMENDMENTS TO THE JANUARY 30, 2015,
SAN LUIS REY SETTLEMENT AGREEMENT AMONG
THE BANDS, THE INDIAN WATER AUTHORITY,
THE LOCAL ENTITIES, AND THE UNITED STATES**

The La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians; the San Luis Rey River Indian Water Authority; the City of Escondido, California; the Vista Irrigation District; and the United States (collectively referred to hereafter as the Parties) hereby make the following amendments to their settlement agreement dated January 30, 2015:

1. Change the number of the paragraph that defines “Local Water System” from 2.3 to 2.3.5.
2. Change “112(b)” in section 3.1 of the agreement to “112(d)(1).”
3. Insert “or the Local Water System” after “Project No. 176” in section 7.1(3).
4. Revise section 7.3(1)C. so that it reads: “other than those waived in section 7.1(3), all claims, known or unknown, relating to damages, losses, or injuries to land or other resources that were not asserted, or subject to assertion, in (1) the pending proceedings among the Parties in the United States District Court for the Southern District of California in *Rincon Band of Mission Indians v. Escondido Mutual Water Company*, Civ. Nos. 69-217-S, 72-271-S, and 72-276-S or (2) all pending proceedings before FERC involving Project 176”.
5. Insert the following section after section 7.1 and before section 7.2:

“7.1.5. APPROVAL OF AMENDMENT TO SECTION 105(b)(1) OF THE SETTLEMENT ACT. The Parties acknowledge and agree that, as part of the settlement, the legislation referred to in section 12(2) of this Agreement will amend Section 105(b)(1) of the Settlement Act to provide that after the settlement takes effect, no more than \$3,700,000 per year (in principal, interest, or both) from the San Luis Rey Tribal Development Fund shall be allocated and made available to the Indian Water Authority. The Parties further agree that, as part of the settlement, all claims or interests the Bands or the Indian Water Authority may have pursuant to said amendment to Section 105(b)(1), including any claim or entitlement to receive more than \$3,700,000

per year (in principal, interest, or both) from the Fund, are waived and released.”

6. Change “112(c)” in section 8.3(3) of the agreement to “112(e).”

7. Change “parties” in section 12(2) of the agreement to “Parties.”

UNITED STATES OF AMERICA

By: _____
Secretary of the Interior*

Date: _____

By: _____
Attorney General or her designee*

Date: _____

SAN LUIS REY INDIAN WATER AUTHORITY

By: _____

Date: _____

LA JOLLA BAND OF MISSION INDIANS

By: _____

Date: _____

RINCON BAND OF MISSION INDIANS

By: _____

Date: _____

SAN PASQUAL BAND OF MISSION INDIANS

By: _____

Date: _____

LA JOLLA BAND OF MISSION INDIANS

By: _____

Date: _____

PAUMA BAND OF MISSION INDIANS

By: _____

Date: _____

* The signatures on behalf of the United States are effective only if the 114th Congress enacts legislation substantively identical to the language which is attached to this document as Exhibit 1. Satisfaction of this condition is deemed to satisfy the condition on the signatures of the United States to the settlement agreement dated January 30, 2015.

PALA BAND OF MISSION INDIANS

By: _____

Date: _____

CITY OF ESCONDIDO

By: _____

Date: _____

Mayor

By: _____

Date: _____

City Clerk

Approved as to form by: _____

Date: _____

City Attorney

Approved as to form by: _____

Date: _____

Special Counsel

VISTA IRRIGATION DISTRICT

By: _____

Date: _____

President, Board of Directors

By: _____

Date: _____

General Manager

By: _____

Date: _____

Board Secretary

Approved as to form by: _____

Date: _____

Special Counsel

By: _____

Date: _____

Director

By: _____

Date: _____

Director

By: _____

Date: _____

Director

By: _____

Date: _____

Director



City Manager's **WEEKLY UPDATE** to City Council

August 17, 2016

ECONOMIC DEVELOPMENT

Stone Brewing has announced its plans to move forward with a 99-room brewery-themed hotel across the street from Stone Brewing World Bistro & Gardens. More information about the proposed hotel is available at www.stonebrewinghotel.com. No plans have been submitted to the City yet.

SPECIAL EVENTS

- There are no special events open to the public this week, but there are two large private events in Grape Day Park:

Escondido Union School District Welcome Back Event

Friday, August 19th 9 a.m. – 2 p.m.

A welcome back BBQ and wellness fair for 1,500 school district employees.

The Classical Academies - Jumpstart Parent Education Conference

Tuesday, August 23rd from 10 a.m. – 2 p.m.

A welcome lunch and information conference for the parents of The Classical Academies students.

- For information about other activities taking place in Escondido, please visit www.visitescondido.com

WEATHER READY AMBASSADOR PROGRAM

Escondido recently became part of the Weather Ready Ambassador program in collaboration with the National Weather Service and National Oceanic and Atmospheric Administration (NOAA). The Weather-Ready Nation Ambassador™ initiative is the National Oceanic and Atmospheric Administration's effort to formally recognize NOAA partners who are improving the nation's readiness, responsiveness, and overall resilience against extreme weather, water, and climate events. Teresa Collins, the City's Special Event Coordinator who also serves as a City Public Information Officer, will be serving as the City's National Weather Ready Ambassador. Responsibilities include:

- Promoting Weather-Ready Nation messages and themes to their stakeholders
- Engaging with NOAA personnel on potential collaboration opportunities
- Sharing their success stories of preparedness and resiliency
- Serving as an example by educating employees on workplace preparedness

City Manager's **WEEKLY UPDATE** to City Council

SANDAG AWARD

This year, Escondido was awarded the bronze tier Diamond Award from SANDAG iCommute. The iCommute Diamond Awards program recognizes employers in the San Diego region who have made strides to promote alternative commute choices in the workplace.

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) – *No change from the following update reported last week:* 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. Engineering is awaiting submittal of the (Final) Parcel Map from the applicant.
3. Centerpointe 78 Commercial (Developer: Lars Andersen, Pacific Development) – *No change from the following update reported last week:* 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.
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

City Manager's **WEEKLY UPDATE** to City Council

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) – 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 with the installation of BMP's by Lister Construction. Building plans have been approved by Esgil, Fire and Planning. Engineering is awaiting submittal of agreements and bonds for water line and traffic signal construction prior to issuance of the building permit.
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. A City Council hearing has been scheduled for August 17.
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. Grading has commenced and the building permit for the Ford dealership has been issued.
9. Trafalgar Square – Aldi Market (Developer: Charlie Mallon) – *No change from the following update reported last week:* 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. Grading and landscape plans have also been approved and grading has commenced on the site. Issuance of the building permit has been withheld pending FEMA approval of a conditional letter of map revision (CLOMR) for the grading design that elevates the building above the flood limits for the adjacent Escondido Creek. FEMA approval was received on May 4, 2016, and all city departments have now authorized issuance of the building permit. A Building permit was issued on June 22, 2016.

City Manager's **WEEKLY UPDATE** to City Council

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. Esgil has approved the building plans and final details are being worked out with the project architect in response to earlier Fire and Planning comments. Revisions to the grading plan have been approved by Engineering.
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. A City Council hearing tentatively has been scheduled for September 14, 2016.
3. Victory Industrial Development (Developer: Scott Merry, Badiie 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. A City Council hearing tentatively has been scheduled for September 14, 2016.
4. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) – *No change from the following update reported last week:* 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. If the Planning Commission approves the CUP, a contract for the remaining design work will be brought forward to the City Council.
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

City Manager's **WEEKLY UPDATE** to City Council

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.) – *No change from the following update reported last week:* 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 is currently being reviewed by Planning, Engineering, Fire and Utilities staff. The project 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 preparation of an addendum to the previous MND is underway. A Planning Commission hearing tentatively has been scheduled for September 13, 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.

Residential

City Manager's **WEEKLY UPDATE** to City Council

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 four phases involving 36 homes and those phases are under construction. Homebuyer interest in the product remains high and sales are progressing. The last two final maps for the project (Streets A and B) were approved by the City Council on June 15, 2016. Final map for Street A was recorded July 18, 2016; Final map for Street B has been routed for signatures. Precise grading plans for Streets A and B can be approved once map for Street B is recorded. Precise grading plans for Street E submitted week of July 11, 2016. Building permits for Phase 5 (8 homes) are anticipated to be issued soon.
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 applicant has submitted the final map, improvement plans and grading plans for staff review and approval. The three model homes on the eastern side of Ash Street are nearing completion of construction. Rough grading for the subdivision has been submitted and is under review by Engineering and Planning staff. A rough grading permit is expected to be issued soon.
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

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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. The applicant has submitted 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) - – *No change from the following update reported last week:* 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. 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 are under review. 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.
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.

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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.
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. Demolition permits are still needed for the historic structures on-site prior to issuance of grading permits.
15. Escondido Gateway (Developer: Greg Waite, Integral Communities) – *No change from the following update reported last week:* 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 prior to scheduling the project for a Planning Commission hearing.

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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 new owners have met with city staff and indicated they quickly plan to start constructing the 65-unit apartment project as originally approved. 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. The building permits will need to be reissued and the applicant is coordinating that process with the Building Official. 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. Traffic control plans are being implemented for the adjacent streets.

Building Division:

1. The Building Division issued 61 permits for the week with a total valuation of \$889,445.
2. 13 photovoltaic permits were issued for the week. The Building Division has issued 772 solar permits this year compared to 742 issued for the same time last year.
3. The Building Division Inspectors averaged 30 inspections per day. Customer sign-ins at the building counter averaged 39 counter sign-ins per day.
4. The Building Division has issued 47 single family dwelling permits this year with valuations of \$15,079,199 compared to 11 permits issued with valuations of \$2,218,379 for the same time last year.
5. The Building Division has processed 2,304 projects to date compared with 2,114 for the same time last year. Total project valuations for issued permits this year is \$43,209 compared with \$32,103 same time last year.
6. The three-story mixed use building at 300 S Escondido Blvd. (City Plaza), that was abandoned in 2009 has been re-issued and the Building Division is waiting for structural remediation details for the existing foundation before work can continue.
7. SDG&E is performing a utility conversion and relocation at Greencrest Mobile Home Park at 541 W 15th Ave.
8. Plans were submitted for the new three-story, 48-unit Veterans Village apartments at 1540 S Escondido Blvd.

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Code Enforcement:

1. As of August 16, 2016, the total number of open code enforcement cases is 448 cases. During the prior week, 120 new cases were opened, and 37 cases were closed, with a backlog of an additional 15 cases not yet opened for assignment and investigation.
2. There were 51 illegal signs confiscated during the weekend.
3. Last week, the Business License Division issued 28 new licenses and received 34 new applications, in addition to 125 renewals.

CAPITAL IMPROVEMENTS

Grape Day Park Playground:

The installation of the *fibar* wood chip for the playground area has been delayed. No new schedule is available at this time.

2015/2016 Street Rehabilitation and Maintenance Project

- The project to date has removed 30 trees that were creating tripping hazards in the sidewalk area, lifting curb and raising the street section as well diseased trees
- There are 15 tree on the list yet to be removed, all 15 locations have been reinspected this morning and determined from the arborist and Field Engineering staff to require removal
- All trees have been posted with a Notice flyer with two Field Engineering representatives cards attached
- The removal of any remaining trees has been put on hold until we can determine when the contractor delivered the door knocker notification flyers which the City approved on July 26th.
- At this time the stump grinding of the fallen trees will continue.

Private Development

Bear Valley Parkway between Boyle Avenue and San Pasqual Valley Road (County Project): All new striping, signage and roadway markings have been installed. The project should be closed out in the coming weeks.

2412 South Escondido Boulevard:

No changes from the following update reported last week: The final project walk was completed this week to determine if all development improvements have been completed per the approved design drawings. Three items were found to be missing and will be addressed. The project will be on a September council meeting for accepting the public improvements so the release of the securities can begin.

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Pradera - Lennar Communities:

E Street - Model on lot 3 completed

D Street - Phase one and two has new property owner moving in

C Street - Phase 3 plaster and drywall homes, phase 4 pre plaster this week

B Street - surface improvement (curb and gutter) completed, base pavement will be placed on Thursday

A Street- surface improvements (curb and gutter) completed, base pavement will be placed on Thursday

Lexington Model Homes - KB Homes:

Offsite storm drain improvements at the Ash/Lehner intersection have been completed. The plan is to complete the remaining concrete and asphalt roadway improvement prior to the restart of school on August 24th.

City Plaza: Escondido Boulevard @ 3rd Avenue

No changes from the following update reported last week: The project is moving forward this week with the closure of the #2 lane of north bound Escondido Boulevard between 3rd and 4th Avenue. The contractor is placing permanent glue down delineation along with post mounted signage for the 9 month duration. The developer is required to construct a pedestrian passage along the Escondido Boulevard frontage to maintain pedestrian access at all times.

Rincon del Diablo 8" & 12" Water Main Construction:

No changes from the following update reported last week: The section of new water main in the City's jurisdiction has been accepted and three services are planned for installation. A preconstruction meeting was held this past week with City staff along with Rincon Water representatives present.

Tract 932 - Canyon Grove Shea Homes Community:

The contractor is continuing the mass grading for the housing pads. Water main construction is continuing this week along the extension of Vista Avenue into the project. A meeting was held this past week with City staff and the contractor to discuss the timetable and method for relocating the existing above ground water flume that services the City of Vista. The Ash Street and Vista Avenue intersection construction is moving forward with the placement of the final base course of asphalt paving this week. A water main conflict was discovered this week that will require the design and construction of a permanent conflict crossing. The design and construction has a potential delay of up to 4 weeks for this portion of the intersection realignment. The north bound lane of Ash Street between Vista Avenue and Lehner Avenue will be reopened to all traffic on Friday, August 19.

Solutions Housing Project 1560 S. Escondido Boulevard:

The project is in the punch list phase. Staff is awaiting final documentation and certifications.

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PUBLIC SAFETY

Police

Incidents

- On 08/08/2016 at 11:45 p.m. officers responded to 752 E. Mission Ave. to investigate reports of a fight. The initial investigation revealed a seventeen year old male victim was stabbed once in the lower back. Two men matching the description of the suspects were detained in the area, but could not be positively identified as the suspects. However, one of the men was arrested for illegal possession of a knife and violation of a court order. The stabbing is believed to be gang-related and is being investigated by the Gang Enforcement Team.
- On 08/09/2016 at 12:36 a.m., officers were investigating a Temporary Restraining Order (TRO) violation at 1179 N. Escondido Blvd, when they detained a man matching the description of the suspect. Officers recognized the suspect as having been arrested just one week prior for possession of drugs for sale. A lawful search of the suspect and his vehicle revealed almost 70 grams of cocaine. The suspect was arrested for sales and transportation of cocaine again as well as committing a felony while on bail. He was booked at the Vista Detention Facility. The man was not the suspect in the TRO violation.
- On 08/09/16 at 2:54 a.m. dispatch received a call about a vehicle burglary in progress at 601 W. Lincoln Ave. Officers responded to the scene and contacted a man seen fleeing the area, while discarding the stolen property from the vehicle. The man was taken into custody and positively identified by the witness as the vehicle burglary suspect. The man was later booked into the Vista Detention Facility.
- On 08/10/16 at 6:20 p.m. dispatched received a call of a robbery alarm at 150 E Grand Ave, where the victim was reportedly fighting the male suspect. The entire K9 Unit was training in the area and responded from a block away quickly apprehending the suspect. Further investigation revealed the male suspect tried to steal a painting and other merchandise from the victim's store. The suspect was arrested and booked at the Vista Detention Facility on robbery charges.
- On 8/12/16 at 6:10 p.m. officers responded to West Valley Pkwy and Tulip St to investigate reports of a 4 year-old male wandering the streets at the location. Officers located the child unharmed. The child's mother was located a short time later and reunited with the child. The investigation revealed the mother had left the child at their residence in the area of 400 S. Tulip, while she and other family were at West Side Park. The mother was cited for a misdemeanor violation of child endangerment and released from the scene. The incident was reported to Child Protective Services for follow-up.
- On 8/12/16 at 7:21 p.m. Gang Enforcement Team officers saw a known gang member and parolee driving a vehicle in the area of Washington Ave. and Harding St. Officers attempted a traffic enforcement stop, but the suspect failed to yield driving in a reckless manner in an attempt to evade the officers. Officers pursued the male suspect who

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crashed into the residence at 673 Beechwood St. a short time later. The building sustained minor damage as a result of the collision, but no one was injured. The suspect fled the collision scene on foot, but he was arrested a short distance away in the 1000 block of E. Washington Ave. Further investigation revealed the suspect was in possession of about 8.5 grams of methamphetamine. The suspect was arrested and booked into the Vista Detention Facility on drug, resisting/evading officers, and hit and run charges.

- On 08-13-16 at 6:55 a.m., an officer on routine patrol at 1030 N. Broadway (7-11 Store) located a reported stolen vehicle in the parking lot. Officers detained three occupants inside the vehicle. After further investigation, the driver was arrested for auto theft. A female passenger was arrested for an outstanding warrant and later determined to be in possession of narcotics. A second female passenger was released from the scene. Both the male and female suspects were booked at the Vista Detention Facility on a variety of charges.
- On 08/13/2016 at 11:48 pm. Dispatch received a call of a disturbance at 235 E. Grand Ave. On arrival, Officers were contacted by a male who said another male was harassing his wife. Officers noticed the man they contacted was wearing a green nylon military style belt with what appeared to be a firearm holster attached (no firearm was in the holster). The man was also carrying a pair of handcuffs as well as a container of pepper spray (tear gas) on his belt. Further investigation revealed the man had a prior felony conviction, which prohibits him from owning or possessing tear gas. The man was arrested for the violation and later booked into Vista Detention Facility. Officers were unable to locate any other suspect or victim of a crime related to the original call.

Events

- It was an exciting basketball game at East Valley Community Center last Saturday. The Police Athletic League (PAL) youth won the Galindo Memorial Shield in our first overtime game ever. It was a back and forth game but in the end, youth has its advantages. Late in the fourth quarter the young legs were able to come back and tie the game at the buzzer. During the overtime period the kids continued to run and the law enforcement team tried their best but they came up short. The final score was 60-56. I have to give the police team credit for fairness and toughness. Prior to the start of the game, former PAL player 6'10" (closer to 6'11) Ryan Smith was set to play with the officers. Ryan is now a senior basketball player at Tulane University. If he had played with the police team, the police team would have won by 30 or more points. All of the officers wanted a competitive game so they said to put Ryan on the youth team. By the 4th quarter they probably wished they had kept him. Ryan dominated when he was in the game.

The kids have bragging rights to the Galindo Memorial Shield, but Geoff Galindo loved youngsters so he would not be upset that they edged the older cops out by just a little. His daughter, Ashlie Galindo, presented the Shield to the winning team. A great time was had by all and it was our largest crowd ever. In addition to the game, Zoe Sanchez-

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Richardson (Spouse of Police Dispatcher Jerry Richardson) was recognized by Captain Greg Kogler and PAL Coordinator Al Owens for her outstanding community service. Zoe had received a national award (Point of Light) from former President George H. Bush for her work with the community. Zoe has given away more than 20,000 books to children.

Former PAL coach Quintino Reece who plays on our team and always gives us a fighting chance with his blazing speed played with us on the day of his 4th wedding anniversary. A special thanks to his beautiful wife Lupe for attending the game and letting him play on their anniversary day. A special thanks to the police team (Officers Chad Moore, Brandon Byler, Brett Byler, Todd Gimenez, Frank Huston, Jose Guerrero, and Ray Solorio; Sgt. Janice Kolhof, DA Investigator Miguel Ramirez, Deputy District Attorney Chris Campbell and former PAL coaches Quintino Reece and Rich Holmes) for running the court with kids half their age. Also, special thanks to scorekeepers Det. John O'Donnell and Dispatcher Jerry Richardson. The real winner was the community. The game raised over \$3,000 for PAL, which will benefit underprivileged youth in the Escondido community. Thanks to all who attended and those who donated tickets to get children into the game for free.

