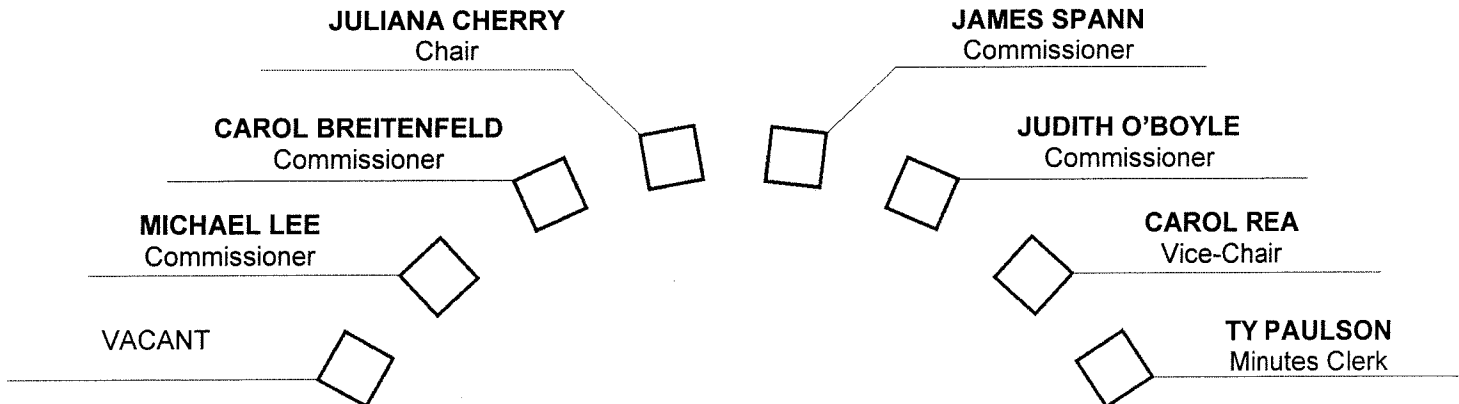


CITY OF ESCONDIDO

Historic Preservation Commission and Staff Seating



HISTORIC PRESERVATION COMMISSION
201 N. Broadway
City Hall Council Chambers

3:30 P.M.
AGENDA

June 3, 2014

- A. Call to Order.
- B. Flag Salute.
- C. Roll Call.
- D. Review and Approval of Commission Minutes of April 1, 2014.
- E. Written Communication:
"Under State law, all items under Written Communications can have no action and will be referred to the staff for administrative action or scheduled on a subsequent agenda."

The Brown Act provides an opportunity for members of the public to directly address the Commission on any item of interest to the public, before or during the Commission's consideration of the item. If you wish to speak regarding an agenda item, please fill out a speaker's slip and give it to the minutes clerk who will forward it to the Chairman. If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." All persons addressing the Historic Preservation Commission are asked to state their name for the public record. The Planning Division is the coordinating division for the Historic Preservation Commission. For information call (760) 839-4671.

Electronic Media: Electronic media which members of the public wish to be used during any public comment period should be submitted to the Planning Division at least 24 hours prior to the 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 Commission during the meeting are part of the public record and may be retained by the City.

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.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications" which is listed at the beginning and end of the agenda. All persons addressing the Planning Commission are asked to state their names for the public record.

Availability of supplemental materials after agenda posting: Any supplemental writings or documents provided to the Historic Preservation Commission regarding any item on this agenda will be made available for public inspection in the Planning Division located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

The City of Escondido recognizes its obligation to provide equal access to public services to individuals with disabilities. Please contact the A.D.A. Coordinator, (760) 839-4671, with any requests for reasonable accommodation, at least 24 hours prior to the meeting.

F. Oral Communication.

"Under State law, all items under Oral Communications can have no action and will be referred to the staff for administrative action or scheduled on a subsequent agenda." This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

G. Public Hearings: None

H. Current Business:

1. Review staff referral for exterior painting of a Local Register commercial building in the Historic Downtown District of the Downtown Specific Plan at 155 S. Juniper St.
Applicant: Tracy Foote Staff presenting: Rozanne Cherry
2. Review proposed façade remodel to replace historic glass tile with dyed aluminum squares in the Historic Downtown at 317 E. Grand Ave.
Owner: Mellissa Walker Staff presenting: Darren Parker
3. Review proposed remodel and addition to 1915 OEN residence at 519 E. 9th Ave.
Owner: Derek Berg Staff Presenting: Paul Bingham
4. Review proposed additions to single-family OEN residence at 549 E. 8th Ave.
Owner: Ryan Nestman Staff presenting: Paul Bingham
5. Discuss Historic Month Proclamation and awards presented May 21, 2014 by Mayor Sam Abed
6. Discuss and Prioritize HPC Goals & Objectives – Chair Juliana Cherry
7. Discuss and Determine HPC Subcommittees – Chair Juliana Cherry
8. Discuss Mills Act Application Process and Clarifications – Commissioner James Spann
9. Discuss HPC vacancy created by Commissioner James' departure.
10. Recent Change to the Municipal Code regarding Window Replacements

Note: Current Business items are those that under state law and local ordinances do not require either public notice or public hearings. However, public testimony, if requested, shall be taken by the Historic Preservation Commission and is limited to a maximum time of three minutes per person.

I. Updates:

Historic District – Breitenfeld, Rea
History Center – Lee
Commercial Historical– Spann, Cherry
Register/Survey/CLG Grants – Breitenfeld, Christensen, Cherry (McQuead –alternate)
Daley Ranch – Lee, McQuead
Mills Act Monitoring – Breitenfeld, Rea, Spann
Historic Public Relations – Christensen, Rea
Endangered Structures/Vintage Signs –Rea, Cherry

J. Nominations for Historic Awards Program:

Potential Categories - Adaptive Reuse, Best Appearance, Historic Research, Historic Rehabilitation, Historic Preservation, Historic Restoration, Historic Reconstruction, Landscaping, Historic Sign Preservation, Special Merit, Commercial, Vintage Signs.

K. Oral Communication:

"Under State law, all items under Oral Communication can have no action, and will be referred to the staff for administrative action or scheduled on a subsequent agenda." This is the opportunity for members of the public to address the commission on any item of business within the jurisdiction of the Commission.

L. Commissioner Comments:

"Under State law, all items under Commissioner Comments can have no action, and will be referred to the staff for administrative action or scheduled on a subsequent agenda."

M. Adjourn to Regular Historic Preservation Commission meeting of August 5, 2014.

CITY OF ESCONDIDO

**MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO HISTORIC PRESERVATION COMMISSION**

April 1, 2014

The meeting of the Historic Preservation Commission was called to order at 3:00 p.m. by Vice-chairman Rea, in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Commissioner Lee, Commissioner Rea, Commissioner Cherry, Commissioner Breitenfeld, Commissioner O'Boyle, and Commissioner Spann,

Commissioners absent: Commissioner James.

Staff present: Rozanne Cherry, Principal Planner; Paul Bingham, Assistant Planner; and Ty Paulson, Minutes Clerk.

Commissioner O'Boyle introduced herself to the Commission.

Taken out of order.

MINUTES:

Moved by Commissioner Spann, seconded by Commissioner Lee, to approve the minutes of the February 4, 2014 meeting. Motion carried unanimously.

Selection of Chair and Vice-chair and determination of seating

CHAIR NOMINATION:

Commissioner Brietenfeld nominated Commissioner Cherry for Chair. Commissioner Lee seconded the nomination. Motion carried unanimously.

VICE-CHAIR NOMINATION:

Commissioner Spann nominated Commissioner Rea for Vice-chair. Chairman Lee seconded the nomination.

Commissioner Rea nominated Commissioner O'Boyle for Vice-chair. Commissioner Brietenfeld seconded the motion.

ACTION ON COMMISSIONER REA NOMINATION:

Ayes: Lee, Spann, Cherry, and O'Boyle. Noes: Rea, and Brietenfeld. Motion carried. (4-2)

ACTION ON COMMISSIONER O'BOYLE NOMINATION:

Ayes: Rea, and Brietenfeld. Noes: Lee, Spann, Cherry, and O'Boyle. Motion did not carry. (2-4)

Vice-chairman Rea requested to be seated closest to the Minutes Clerk. Chairman Cherry was to move to the center chair position.

ORAL COMMUNICATIONS: None.

PUBLIC HEARINGS: None.

CURRENT BUSINESS:

1. Review proposed facade changes in Historic Downtown at 212 E. Grand Avenue.

Mr. Bingham provided the background history for the property located at 212 East Grand Avenue as well as the current status of the property. He noted that the applicant's request was to establish a restaurant, recess the front windows and door to create an area for outdoor dining with beer and wine, and to add some design elements on the rear of the building. Staff recommended approval.

Commissioner O'Boyle requested clarification regarding what type of floor material would be used for the entrance. Mr. Hedyati indicated that they planned on removing the existing tile and polishing the floor concrete.

Vice-chairman Rea suggested that if brick was discovered during the renovation that it be incorporated into the project. Mr. Hedyati concurred, noting he was not aware of the material that was underneath the stucco.

Discussion ensued regarding a clarification of the plane for the doors and windows and as well as what type of railings would be used.

ACTION:

Moved by Commissioner Spann, seconded by Commissioner Breitenfeld, to approve staff's recommendation. Motion carried unanimously.

2. Review proposed room addition behind existing single-family OEN residence at 755 Chestnut.

Mr. Bingham provided the background history for the property and noted the property was not on the Local Register or survey. He then provided a description of the one-story family room expansion and noted that it would not be visible from Chestnut Street. Staff recommended approval.

Chairman Cherry and staff discussed the proposed path of travel to the garage.

ACTION:

Moved by Commissioner Rea, seconded by Commissioner Spann, to approve staff's recommendation. Motion carried unanimously.

3. **Review proposed additions to single-family OEN residence at 332 E. 10th Avenue.**

Mr. Bingham provided the background history for the property located at 332 E. 10th Avenue and noted that the house was not on the survey or Local Register. He indicated that the present owner wanted to renovate the residence as well as convert the single-bay garage into a master bedroom, construct two additional bedrooms in the current porch location at the back and add a double carport off the alley. He indicated that owner had expressed an interest in selling the property. Staff recommended approval of the most recent revised plans and color and material exhibits as presented, with the condition that the garage door and driveway be removed to meet current Code regulations regarding legally converted garages.

Discussion ensued regarding a clarification of the proposed colors and roofing material.

Mr. Bingham noted that the replacement windows would be wooden.

Commissioner Spann suggested that the landscaping proposed for the driveway area be consistent with the other landscape. Mr. Hawes replied in the affirmative.

Chairman Cherry asked if removal of the driveway apron would require removal of the curb. Mr. Bingham replied in the negative, noting it did not have one currently.

Chairman Cherry requested clarification regarding what type of material would be used for the carport as well as what type of pitch it would have. Mr. Hawes and Mr. Marquez noted that the materials would be the same as the house along with having a gable pitch.

Chairman Cherry asked whether they felt the proposed carport's posts would provide adequate alley access. Mr. Hawes replied in the affirmative.

ACTION:

Moved by Commissioner Spann, seconded by Commissioner Rea, to approve staff's recommendation with the removal of the existing garage door and driveway. Motion carried. Ayes: Spann, Rea, O'Boyle, Lee, and Brietenfeld. Noes: Cherry. (5-1)

4. Review Code Enforcement case for vinyl window installation in OEN at 610 S. Hickory.

Mr. Bingham provided the background history for the property located at 610 South Hickory and noted that this was a Code Enforcement case due to the property owner not obtaining a Certificate of Appropriateness for replacing the aluminum windows with vinyl windows. He also stated that the property was not on the Local Register or survey and was built in 1967.

Chairman Cherry asked if a building permit was needed for vinyl windows. Mr. Bingham replied in the negative. He also stated that the only reason for the code enforcement issue was due to the property being in the Historic District.

Commissioner Brietenfeld noted that the adjacent property had vinyl windows.

David Ogden, Clear Energy, noted that he replaced the windows and was not aware of the conditions for this Historic District.

Commissioner Rea stated that she was very disappointed with the look of the vinyl windows, noting they did not resemble what originally existed.

Commissioner Brietenfeld did not feel the look of the windows was detrimental to the look of the residence.

Mr. Ogden stated that the replacement windows were used more for function than form, noting they helped insulate the house. He also indicated that the vinyl could be painted.

Commissioner O'Boyle noted that she was opposed to vinyl windows, noting her preference would have been to use a wooden trim. Mr. Ogden noted that wooden trim could be used.

Commissioner Spann felt the vinyl windows were appropriate in this location since the house was not a significant historic home. He expressed his concern with the Certificate of Appropriateness not being obtained and felt that the cost for the certificate should be received. Mr. Bingham noted that the applicant was paying for this hearing and the Certificate of Appropriateness if approved.

Discussion ensued regarding painting the window trim or part of the vinyl window frame the same color as the existing house panels.

Commissioner O'Boyle motioned to add wood trim for all windows and that it be painted the color of the house trim. The motion included painting the vinyl window frames bronze. Motion did not carry.

Commissioner Lee noted that the Secretary of Interior Standards needed to be considered, noting the property was neither on the Local Register nor Survey as well as being under 50 years old. He also noted that the subject windows were energy efficient.

ACTION:

Moved by Commissioner Spann, seconded by Commissioner Brietenfeld, to approve as submitted. Motion did not carry. Ayes: Spann, Brietenfeld, and Lee. Noes: Cherry, Rea, and O'Boyle. (3-3)

Commissioner Lee noted that the level of significance needed to be taken into consideration according the Secretary of Interior Standards.

ACTION:

Moved by Commissioner Rea, seconded by Commissioner O'Boyle, to add one-by-four molding to match the existing shape of the original trim and to place over the vinyl edge flange which was to be painted the color of the siding or dark green trim color. Motion carried. Ayes: Rea, O'Boyle, Brietenfeld, and Cherry. Noes: Lee and Spann. (4-2)

5. Review proposed additions to single-family OEN residence at 137 E. 11th Avenue.

Mr. Bingham provided the background history for the property located at 137 East 11th Avenue and noted it was neither on the Local Register nor Survey. He indicated that the property was challenging due to the topography having varying elevations. The request included retaining the 520 SF residence, expanding behind the existing residence, and constructing a garage with a double gable roof at the corner of the residence. He stated that wood framed double-hung windows would be used for the addition. Staff felt the proposed plan was the best option, given the property's elevations, and outcroppings of boulders. Staff recommended approval.

Commissioner O'Boyle asked if the garage doors would be wooden or metal.

Abrhil Arvizu, applicant, stated that she was not sure what material the garage doors would be. She stated that she wanted to keep the original design in a craftsman style.

Commissioner Rea felt the addition of the garage and doors should be simplified down to resemble the simplicity of the original cottage (a California bungalow). She suggested using single hung windows. She felt the design of the garage was out of character with house. She also suggested flipping the gables on the garage and adding a front door with a single pane window.

Ms. Arvizu noted no problem with making the garage doors and front door more simple.

Commissioner Brietenfeld reference Item 4 on the south elevation design, feeling it would be appropriate for the design of the garage. Ms. Arvizu noted no issue with a simplifying the garage door and front door.

Chairman Cherry was in favor of the proposed color pallet as well as the suggestion to simplify the front door and garage door.

Commissioner Rea suggested a single gable for the garage.

Commissioner Brietenfeld felt a single gable would create the appearance of a larger garage. Commissioner Spann concurred.

ACTION:

Moved by Commissioner Rea, seconded by Commissioner O'Boyle, to approve staff's recommendation. The motion included simplifying the front door by using a single window and single wood panel and simplifying the garage door by reducing the amount of panels. Motion carried unanimously.

6. Review proposed shed behind existing single-family OEN residence at 1165 Chestnut.

Mr. Bingham provided the background history, which included additions and revisions for the property located 1165 Chestnut. He noted that the property was on the Survey. The request was to construct a shed with a gable roof and demolish the carport and construct a new double garage with a bedroom and bath above the garage. Staff recommended approval with a condition to deed restrict the bedroom above the garage so it could not be used as a second dwelling unit.

Samuel Mireles, applicant, noted that that the garage unit would not be used as a rental. He also stated that he planned on renovating the property in phases.

Commissioner O'Boyle asked if a kitchen would be allowed in the unit above the garage. Mr. Bingham replied in the negative.

Commissioner Spann noted that the additions would not be visible from the street. He felt the garage structure needed a little more architectural detail. Mr. Mireles noted that he could increase the size of the front facing window, which would help provide more design.

ACTION:

Moved by Commissioner Rea, seconded by Commissioner Spann, to approve staff's recommendation. Ayes: Spann, Rea, Lee, and O'Boyle. Noes: Brietenfeld and Cherry. Motion carried. (4-2)

7. Review proposal to demolish a single-family OEN residence and build a new house at 220 W. 10th Avenue.

Mr. Bingham provided the background history for the property located 220 West 10th Avenue. He noted that the property was not on the Local Register but was on the survey. He indicated that staff had researched whether there was any significance to the property and found none, noting that the historian indicated that there were many additions to the property. Mr. Bingham noted that the walls

of the house were built with a fired clay block with no reinforcement and little footing, so they were crumbling. Code Enforcement had posted the structure as uninhabitable. The first request was to demolish the residence, which staff supported. The second request was to build a new house, retaining the garage, and adding a single carport. Staff did not feel the proposed Spanish hacienda architecture was appropriate for the location and felt the treatments should be more in line with the simpler architecture of the Mediterranean Revival it was replacing.

ACTION:

Moved by Commissioner Lee, seconded by Commissioner Rea, to approve staff's recommendation that the structure located at 220 West 10th Avenue be allowed to be demolished. Motion carried unanimously.

Commissioner Rea felt the new structure should resemble the original structure, a simple Mediterranean style, to maintain the diverse fabric of the Old Escondido Neighborhood. She also felt the proposed design was too elaborate.

Mr. Yant noted that the owner would be totally fine with simplifying the architecture. He asked if he could submit another design before the next regularly scheduled Commission meeting, which could be acted upon.

Commissioner Lee felt the structure should be consistent with the other residences in the area.

Commissioner O'Boyle felt the new structure should resemble the previous structure.

Commissioner Spann felt the structure should represent a Mediterranean Revival style like the Ben Cueva units on West 7th Avenue.

ACTION:

Moved by Commissioner Rea, seconded by Commissioner Brietenfeld, to direct staff to work with the applicant to revise the house design to resemble a Mediterranean revival/Spanish style. This was to be submitted to the subcommittee comprised of Commissioners Rea, O'Boyle, and Brietenfeld for approval. Motion carried unanimously.

Updates:

Historic District - Breitenfeld, Rea
History Center – Lee
Commercial Historical – Spann, Cherry
Register/Survey/CLG Grants – Breitenfeld, Cherry (McQuead – alternate)
Mills Act Monitoring Committee – Breitenfeld, Rea, and Spann
Historic Public Relations – Rea, (vacancy)
Endangered Structures/Vintage Signs – Rea, Cherry
Daley Ranch – Staff

Chairman Cherry requested an agenda item to discuss reviewing subcommittees with regard to establishing goals and creating and replacing some subcommittees. The Commission tabled updates to the next meeting.

Nominations for Historic Awards Program: Confirmation of five (5) vintage signs nominated for awards to be presented May 21, 2014 and wording of award certificates.

Mrs. Cherry referenced the staff report and noted that staff requested language for each certificate. Commissioner Rea provided wording for staff, which was reviewed and edited.

ORAL COMMUNICATIONS – None.

COMMISSIONER COMMENTS:

Commissioner Rea asked for an update regarding the City Council status for preservations fees. Mrs. Cherry noted staff had not heard anything yet.

Chairman Cherry noted that she was looking forward to the dialog regarding the fees. Commissioner Rea suggested sending a new letter to City Council asking for an agenda item to discuss the fees. Chairman Cherry suggested looking at this at the next meeting when considering the subcommittees.

WRITTEN COMMUNICATIONS:

1. Memo regarding Item 1, Current Business
2. Memo regarding Vintage Signs nominated for awards, Item K

ADJOURNMENT:

The meeting was adjourned at 5:28 pm. The next regular meeting was scheduled for June 3, 2014, at 3:30 p.m.

Rozanne Cherry, Principal Planner

Ty Paulson, Minutes Clerk

Darren Parker

Written Communications

From: lucyberk@cox.net
Sent: Monday, June 02, 2014 5:59 PM
To: Darren Parker
Subject: 317 E. Grand Ave./HPC

Current Business
Agenda Item No. H.2
6/3/14 HPC Meeting

Daren,

I thought this defacing of the historic vitreous glass tiles was put to rest several years ago when a similar plea came before the Design Review Commission. That material should be in the file on the 317 E. Grand Avenue property.

I'll remind you that this is the only façade in the city with this rare period type of material.

Best wishes,

Lucy Berk

760.745.5667

Proposed renovation of 317 E Grand Ave

New Facade

The black glass on the front of our façade has been deemed historic, however the last 10 years of maintaining it and the less than brilliant look has lead us to the decision that we would like to improve it.

First and foremost the glass is a safety hazard. Over the past 10 years numerous pieces have fallen onto the street. This is a serious liability for us personally. The glass was deemed toxic many years ago and therefor is no longer produced. When the pieces fall they generally shatter, which means they have to be replaced with similar colored plexi-glass. Over the past 10 years about 1/3 of the pieces have been replaced with plexi-glass due to falling and breaking and getting etched by vandals.

Recently, it has also come to our attention that there is also severe termite damage under the glass. The only way to solve the issue is to remove the glass and the wood underneath. The glass cannot be removed and then reattached so at this point removing the façade is our only option.

My family works extremely hard to keep the inside of the building in top shape – the façade, which is visitors first impression does no justice for the 7,000 sq. ft. of visually stimulating pleasure that lies beyond the lackluster façade. Our goal is to bring the façade up to speed with the rest of the complex.

The façade as designed by Iman Design will be installed and created by San Diego architect and artist Nicole Deline. Deline has done various high profile art projects around the county including a 4 ton sculpture located outdoors in Oceanside's Biogen-Idex Pharmaceutical facility as well as a smaller version in their San Diego location.

Deline will be creating a similar feel to the squares with a modern twist. She will take sheets of aluminum and dye them with patinas in the colors of dark bronze, silver, and silver with a tinge of gold. The background will be bronze and it will be layered with squares and

rectangles covered with patina and raised with standoffs to create depth. The thin window molding will be covered with a more substantial molding made from aluminum. The squares will be far more lightweight than the current glass creating a much safer environment. The signage will be returned to the building, but will be elevated with standoffs to further add to the 3-D look.

New Roof

The second part of the application will replace the old, leaky roof with a much more desirable foam insulated roof. There are many perks to this type of roof, but the biggest are the 12-20 year leak warranty and the fact that it lowers the temperature inside the building 10-20 degrees. In summer months the upper story (housing 10 artist studios) gets as hot as 99 degrees. This causes the public, an average of 20,000 visitors per year, to avoid going upstairs in summer months. It is also incredibly taxing on our artists who tend to work, eat, and shop in Escondido daily in our 24-hour arts complex.

The roof will help to cool down our building as well as stop leaks and will last for 12-20 years. The roof is energy star compliant and will look beautiful for those flying overhead.

New Mural of Rear/Alley

This year we are celebrating our 10-year anniversary in Escondido. As part of the celebration we thought it would be fun to create a mural honoring Escondido's rich history. The mural titled "Pieces of Us" will include many of Escondido's richest historical and contemporary aspects including agriculture, Native American History, Day of the Dead, Palomar Mountain, Lake Dixon, Cruisin Grand, Founded in 1888, among others.

The mural will be created by professional Escondido artists in conjunction with many of our teen artists – as part of our free teen program, who will help with blocking color, masking, ect while learning about mural production.

6/3/14 HPC Meeting - Agenda Item No. H.2



SAN DIEGO
5458 COMPLEX ST #401
SAN DIEGO, CA 92123
(858) 268-0231

California Site Inspection**Contract #: 61685-0284994**

Customer Name: MELISA WALKER
Mailing Address: 317 E GRAND AVE
ESCONDIDO, CA 92025
Property Address: 317 E GRAND AVE
ESCONDIDO, CA 92025

Home Phone: (858) 336-2863
Work Phone:
Cell Phone:
E-mail Address:

Representative: BARCENAS, GEORGE
Contract Date:
Page: 1

Structure:

Linear Feet:	366	Built Pre 1985:	No
Roof Type:	Parapet Roof	Foundation Type:	Concrete
Construction Type:	Floating Slab	Siding:	Other
# of Stories:	2		

Elements of Property:

Well:	No	Cistern:	No
Sump Pump:	No	French Drain:	No
A/C - Heat Ducts in or Below Slab:	No	Plenum A/C - Heat System:	No
Radiant Heat:	No	Visible Pond, Lake, Stream, or Waterway:	No
Wood-Earth Contact:	No	Siding Less Than 6" From Grade:	No
Styrofoam Insulation or "DRI-VIT" Below Grade:	No	Wood Embedded in Concrete:	No
Wood Debris in Crawlspc:	No	Inadequate Ventilation in Crawlspc:	No
Exterior Slab (False Porch) Over Basement Area. DO NOT DRILL:	No		

Plan Qualifications:

Type of termite activity on the property:	Subterranean	Rigid board/foam insulation at or below grade:	No
Inaccessible Crawlspc:	No		

Inspector's Comments:

Description of Visible Damage: n/a



WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. Street, City, Zip 317 E GRAND AVE , ESCONDIDO, CA 92025		Date of Inspection 6/2/2014	Page 1
TERMINIX INTERNATIONAL, BRANCH #2728 5458 COMPLEX ST #401 SAN DIEGO, CA 92123 PH: (858) 268-0231 Fax:			
Firm Registration No. PR 0801	Report No. 61685-0284994	Escrow No.	
Ordered By: MELISA WALKER 317 E GRAND AVE ESCONDIDO, CA 92025	Property Owner/Party of Interest: MELISA WALKER 317 E GRAND AVE ESCONDIDO, CA 92025	Report Sent To:	
COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐			
General Description: Two story commercial office building, occupied.		Inspection Tag Posted: In furnace closet.	
		Other Tags Posted: Tag posted, illegible	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.			
Subterranean Termites ☒ Drywood Termites ☐ Fungus/Dryrot ☐ Other Findings ☐ Further Inspection ☐			
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

(PLEASE SEE THE GRAPH DIAGRAM ON THE FOLLOWING PAGE)

Inspected By GEORGE BARCENAS

License No. fr48290

Signature: 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen St. Suite 1500, Sacramento CA. 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 10/01)



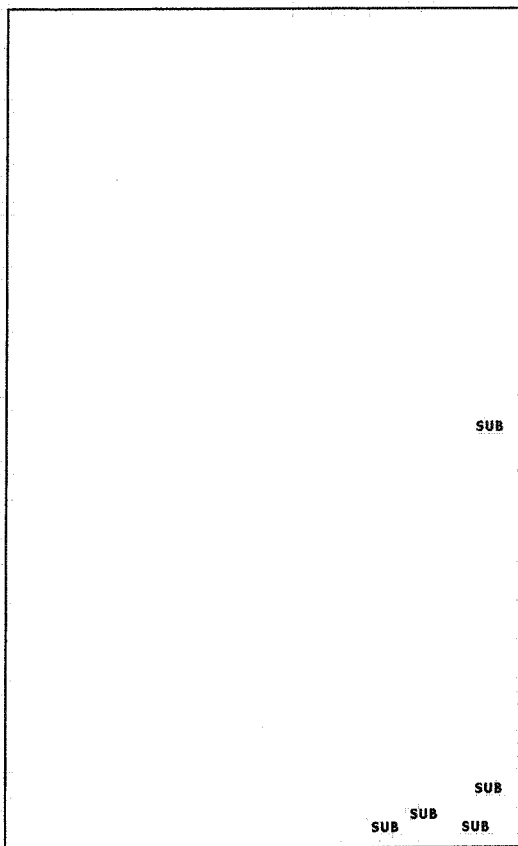
TERMINIX INTERNATIONAL, BRANCH #2728
5458 COMPLEX ST #401
SAN DIEGO, CA 92123
(858) 268-0231

Inspection Graph

Contract #: 61685-0284994

Inspection Date:
Customer:

6/2/14
MELISA WALKER
317 E GRAND AVE ESCONDIDO, CA 92025



SCALE: 1:1

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

See Graph Legend on next page.



TERMINIX INTERNATIONAL, BRANCH #2728
5458 COMPLEX ST #401
SAN DIEGO, CA 92123
(858) 268-0231

Graph Legend

Contract #: 61685-0284994

HAZARD LOCATIONS:

GM	Gas Meter
NGF	Exterior Natural Gas BB Grill/Fixture
SSO	Sprinkler System Shut-Off Valve
WSO	Water Shut-off Valve

KEY TO EVIDENCE

CA	Carpenter Ants
CD	Cellulose Debris
DMP	Dampwood Termites
DWT	Drywood Termites
EC	Earth-Wood Contacts
ED	Existing Damage
EM	Excessive Moisture
F	Fungus
FG	Faulty Grade
FOR	Formosan Termites
IA	Inaccessible Areas
PHD	Possible Hidden Damage
PPB	Powder-Post Beetles
PPBD	Powder-Post Beetle Damage
SUB	Subterranean Termites
TD	Termite Damage
W/C	Well/Cistern
WB	Wood Boring Beetles
⊗ PHD	Active Termites

OTHER:

A/C	A/C
Angles	Angles
Arches	Arches
Buildings	Buildings
Curves	Curves
Drain	Drains
Fences	Fences
FloorSuppt	Floor Supports
Flwr Beds	Flower Beds
French Drn	French Drain
HeatOilLin	Heating Oil Line
Hedge Rows	Hedge Rows
Lg Tree	Tree - Large
Med Tree	Tree - Medium
Pool	Pool
Pond	Pond
Sm Tree	Tree - Small
Stump	Stump
Stn Walks	Stone Walks
Spa	Spa
Vents	Vents
Vapo	Vapo
Well	Well
Well Head	Well Head
WellWatLin	Well Water Line
WoodPile	Wood Pile

EXCLUSION/WILDLIFE

900	Trap - Wildlife
901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic
903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent
905	Screen Foundation Vent
906	Screen Soffit Vent
907	Repair Roof Return
908	Seal Pipe Penetration
909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage
911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall
913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof
915	Install Chimney Cap



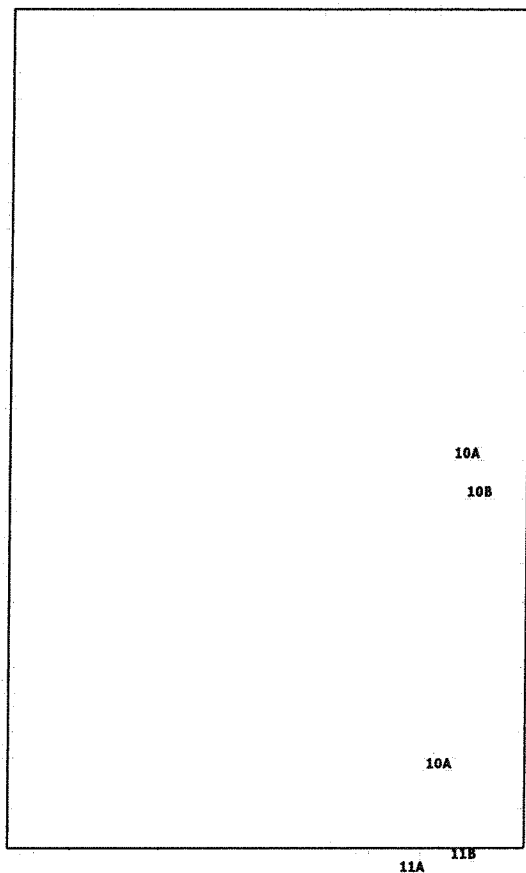
TERMINIX INTERNATIONAL, BRANCH #2728
5458 COMPLEX ST #401
SAN DIEGO, CA 92123
(858) 268-0231

CA Findings Graph

Contract #: 61685-0284994

Inspection Date:
Customer:

6/2/14
MELISA WALKER
317 E GRAND AVE ESCONDIDO, CA 92025



SCALE: 1:1

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.



4TH PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

317 E GRAND AVE , ESCONDIDO, CA 92025

6/2/2014

61685-0284994

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

GENERAL NOTES:

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: THE INTERIORS OF HOLLOW WALLS AND ALL ENCLOSED SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW; AREAS BETWEEN ABUTTING/ ATTCHED ROW HOUSES, TOWNHOUSES, CONDOMINIUMS AND SIMILAR STRUCTURES; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY DUCTING; PORTIONS OF THE ATTIC OR ROOF CAVITY CONCEALED DUE TO AN INADEQUATE CRAWL SPACE; THE INTERIORS OF BOXED EAVES; EAVES CONCEALED BY PATIO COVERS OR OTHER ABUTMENTS; PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTE COCHERS; ONCLOSED BAY WINDOWS; AREAS BENEATH WOOD FLOORS OVER CONCRETE; AREAS CONCEALED BY BUILT-IN CABINET WORK; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS WALL-TO-WALL CARPETING, LINOLEUM, CERAMIC TILE, ETC.; AND AREAS CONCEALED BY "BUILT-IN" APPLIANCES.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: AREAS CONCEALED BY INTERIOR FURNISHINGS; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS AREA RUGS, THROW RUGS, BATH AND KITCHEN MATS, ETC.; AREAS CONCEALED BY "FREE STANDING" APPLIANCES; AREAS CONCEALED BY STORAGE; AREA CONCEALED BY HEAVY VEGETATION; AND AREAS WHERE LOCKS PREVENTED ACCESS. THESE AREAS WILL BE INSPECTED FOR A FEE, IF THEY ARE MADE ACCESSIBLE AT THE OWNER'S EXPENSE. A SUPPLEMENTAL REPORT WILL BE ISSUED AND ANY FINDINGS AND RECOMMENDATIONS WILL BE LISTED ALONG WITH ESTIMATES FOR REPAIR AND/OR TREATMENT, IF WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS. NO OPTION IS RENDERED CONCERNING CONDITIONS IN THESE AREAS AT THIS TIME.

NOTE: INSPECTIONS ARE MADE AND REPORTS ARE ISSUED ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. THE ABSENCE OF VISIBLE EVIDENCE OF WOOD DESTROYING ORGANISMS IN THE VISIBLE AND ACCESSIBLE PORTIONS OF THE STRUCTURE IS NO ASSURANCE THAT THE WOOD DESTROYONG ORGANISMS ARE NOT PRESENT IN ACCESSIBLE AREAS NOR THAT FUTURE INFESTATIONS WILL NOT OCCUR. THEREFORE, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE PRESENCE OF WOOD DESTROYING ORGANISMS, OR DAMAGE DUE TO SUCH ORGANISMS, IN AREAS THAT WERE NOT VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION OR THAT MAY OCCUR IN THE FUTURE.

NOTICE: THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR MONTHS OF THE ORIGINAL INSPECTION. A CHARGE, IF ANY, CAN BE NO GREATER THAN THE ORIGINAL INSPECTION FEE FOR EACH INSPECTION. THE REINSPECTION MUST BE DONE WITHIN TEN WORKING DAYS OF REQUEST. THE REINSPECTION IS A VISUAL INSPECTION AND IF INSPECTION OF CONCEALED AREAS ARE DESIRED, INSPECTION OF WORK IN PROGRESS WILL BE NECESSARY. ANY GUARANTEES MUST BE RECEIVED FROM PARTIES PERFORMING THE REPAIRS.

NOTE: A VISUAL INSPECTION WAS PERFORMED AND THE INSPECTOR DID NOT DEFACE NOR PROBE INTO FINISHED WINDOW OR DOOR FRAMES, TRIM WORK, FLOOR COVERINGS, WALLS, CEILINGS OR OTHER FINISHED SURFACES.

NOTE: THE EXTERIOR AREAS OF THIS STRUCTURE WERE VISUALLY INSPECTED FROM THE GROUND LEVEL. AREAS OF THE EXTERIOR THAT EXHIBITED VISIBLE SIGNS OF INFESTATION, INFECTION OR DAMAGE FROM SAME WILL BE DESCRIBED IN THE BODY OF THIS REPORT.

NOTE: IF ANY INFESTATION, INFECTION OR DAMAGE IS DISCOVERED IN A CONCEALED AREA DURING THE COURSE OF PERFORMING ANY RECOMMENDATION IN THIS REPORT, THIS COMPANY WILL ISSUE A SUPPLEMENTAL REPORT. THIS COMPANY IS NOT RESPONSIBLE FOR CONTROLLING SUCH INFESTATIONS OR INFECTIONS NOR FOR REPARING SUCH DAMAGE. IF THE ADDITIONAL WORK REQUIRED IS WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS, A COST ESTIMATE WILL BE PROVIDED WITH THE SUPPLEMENTAL REPORT.

NOTE: THE OWNER OF THIS PROPERTY HAS CERTAIN RESPONSIBILITIES REGARDING THE NORMAL MAINTENANCE THAT PERTAINS TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. THESE NORMAL MAINTENANCE PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO; MAINTENANCE OF THE ROOF, GUTTERS, AND DOWNSPOUTS; CAULKING AROUND DOORS, WINDOWS, VENTS, TUB AND SHOWER ENCLOSURES; KEEPING SOIL LEVELS BELOW THE TOP OF THE FOUNDATIONS; KEEPING STORED ITEMS (INCLUDING FIREWOOD) AT LEAST TWELVE (12") INCHES AWAY FROM THE STRUCTURE; ADJUSTING SPRINKLERS SO THAT THEY DO NOT SPRAY ONTO THE STRUCTURE; AND PREVENTING VEGETATION OR OTHER ITEMS FROM BLOCKING VENTS.



5TH PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

317 E GRAND AVE , ESCONDIDO, CA 92025

6/2/2014

61685-0284994

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

Substructure

NOTE: N109 Substructure is a slab.

Stall Showers

NOTE: N204 No stall shower present.

Foundation

NOTE: N305 Foundation is concrete and above grade.

Porches & Steps

NOTE: N411 Porches/steps are concrete slab.

Ventilation

NOTE: N504 No ventilation present.

Abutments

NOTE: N608 Abutments are partially accessible.

Attic Spaces

NOTE: N701 Limited inspection.

Garages

NOTE: N804 No garages present.

Decks & Patios

NOTE: N904 No decks/patios present.

Other Interiors

Item 10A FINDING: Evidence of subterranean termites noted at/in base boards and front window.

RECOMMENDATION: Remove accessible termite shelter tubes. Chemically treat the soil at all probable termite entry points in the entire structure with an approved termiticide for the control of subterranean termites.

Item 10B FINDING: Subterranean termites have damaged wood member at/in underneath front window.

RECOMMENDATION: Remove the damaged wood member(s). Replace the damaged wood members with new material. See Recommendations in this report for the control of subterranean termites.

NOTE: N1004 Interior is partially accessible.

Other Exteriors

Item 11A FINDING: Evidence of subterranean termites noted at/in wood members.

RECOMMENDATION: Remove accessible termite shelter tubes. Chemically treat the soil at all probable termite entry points in the entire structure with an approved termiticide for the control of subterranean termites.

Item 11B FINDING: Subterranean termites have damaged wood members at/in underneath siding.

RECOMMENDATION: Remove the damaged wood member(s). Replace the damaged wood members with new material. See Recommendations in this report for the control of subterranean termites.

NOTE: N1104 Partially accessible.



6TH PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

317 E GRAND AVE , ESCONDIDO, CA 92025

6/2/2014

61685-0284994

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

GENERAL NOTES

READ THIS DOCUMENT: It explains the scope and limitations of a Structural Pest Control Inspection and Wood Destroying Pest Organism Inspection Report.

A Wood Destroying Pest and Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying insects or organisms (fungi/rot) in visible and accessible areas on the date of inspection. It contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pest and Organism Inspection Report are governed by the Structural Pest Control Act and the rules and regulations of the Structural Pest Control Board.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest and Organism Inspection Report does not contain information about such defects as they are not within the scope of the license of the inspector or the company issuing this report. Nor does a Wood Destroying Pest and Organism Inspection Report contain information about asbestos or any other environmental or safety hazard. Should interested parties desire opinions regarding these items, it is recommended that the owner engage the services of a reputable "whole house" inspection company.

NOTE: THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD.

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPAINES SHOULD LIST THE SAME FINDINGS (i.e. termite infestation, termite damage, fungus damage, etc.) HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

NOTICE TO OWNER: UNDER THE CALIFORNIA MECHANICS' LIEN LAW, ANY STRUCTURAL PEST CONTROL COMPANY WHICH CONTRACTS TO DO WORK FOR YOU, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY, BUT IS NOT PAID FOR HIS OR HER WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BESOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY PEST CONTROL COMPANY IN FULL IF THE SUBCONTRACTOR, LABORERS, OR SUPPLIERS REMAIN UNPAID

TO PRESERVE THEIR RIGHT TO FILE A CLAIM OR LIEN AGAINST YOUR PROPERTY, CERTAIN CLAIMANTS SUCH AS SUBCONTRACTORS OR MATERIAL SUPPLERS ARE REQUIRED TO PROVIDE YOU WITH A DOCUMENT ENTITLED "PRELIMINARY NOTICE". PRIME CONTRACTORS AND LABORERS FOR WAGES DO NOT HAVE TO PROVIDE THIS NOTICE. A PRELIMINARY NOTICE IS NOT A LIEN AGAINST YOUR PROPERTY. ITS PURPOSE IS TO NOTIFY YOU OF PERSONS WHO MAY HAVE A RIGHT TO FILE A LIEN AGAINST YOUR PROPERTY IF THEY ARE NOT PAID.

NOTE: IF DURING THE COURSE OF PERFORMING ANY REPAIRS, ANY FIXTURE OR PLUMBING IS FOUND TO BE UNSERVICEABLE, DAMAGED OR DEFECTIVE, THERE WILL BE AN ADDITIONAL CHARGE FOR REPAIR AND/OR REPLACEMENT, AS NECESSARY.

NOTE: IT IS RECOMMENDED THAT BUILDING PERMITS BE OBTAINED FOR ALL WORK REQUIRING PERMITS, PRIOR TO BEGINNING THE RECOMMENDED REPAIRS. FOR INFORMATION CONCERNING THE BUILDING DEPARTMENT AND PERMIT REQUIRMENTS, CONTACT THE LOCAL BUILDING DEPARTMENT. WORK PERFORMED AS REQUIRED UNDER PERMIT FROM THE BUILDING DEPARTMENT PRIOR TO CONSIDERING SUCH TO BE COMPLETED. BUILDING DEPARTMENT MAY REQUIRE INSTALLATION OF SMOKE/HEAT DETECTORS AS A CONDITION OF OBTAINING A BUILDING PERMIT.

This property was not inspected for the presence or absence of health related molds or fungi. By California law, we are neither qualified, authorized, nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds or fungi, you should contact an industrial hygienist.

The Structural Pest Control Board Mold Policy Statement is as follows:

"Molds, sometimes called mildew, are not wood-destroying organisms. Branch 3 licensees do not have a duty under the Structural Pest Control Act and related regulations to classify molds as harmful to human health or not harmful to human health. This does not modify the Structural Pest Control Act or related regulations."

This statement is being provided to you for informational purposes.



NOTICE TO OWNER/TENANT

State law requires that you be given the following information:

CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California's Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application, you experience headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding.

For further information, contact any of the following:

Terminix International	(800) TERMINIX
Poison Control Center	(800) 876-4766
Regulatory Information – Structural Pest Control Board	(916) 561-8700
2005 Evergreen Street, Suite 1500, Sacramento, CA 95815-3831	

Health Questions - California County Health Departments:

Alameda	(510) 267-8000	Madera	(559) 675-7893	San Luis Obispo	(805) 781-5500
Alpine	(530) 694-2146	Marin	(415) 499-3696	San Mateo	(650) 573-2346
Amador	(209) 223-6407	Mariposa	(209) 966-3689	Santa Barbara	(805) 681-5102
Butte	(530) 538-7581	Mendocino	(707) 472-2600	Santa Clara	(408) 885-4214
Calaveras	(209) 754-6460	Merced	(209) 381-1200	Santa Cruz	(831) 454-4000
Colusa	(530) 458-0380	Modoc	(530) 233-6311	Shasta	(530) 225-5591
Contra Costa	(925) 957-5400	Mono	(760) 932-7485	Sierra	(530) 993-6701
Del Norte	(707) 464-3191	Monterey	(831) 755-4500	Siskiyou	(530) 841-4040
El Dorado	(530) 621-6100	Napa	(707) 253-4231		(Press 0)
Fresno	(559) 445-0666	Nevada	(530) 265-1450	Solano	(707) 784-8600
Glenn	(530) 934-6588	Orange	(714) 834-8180	Sonoma	(707) 565-4567
Humboldt	(707) 445-6200	Placer	(530) 889-7141	Stanislaus	(209) 558-5670
Imperial	(760) 482-4438	Plumas	(530) 283-6337	Sutter	(530) 822-7215
Inyo	(760) 783-7868	Riverside	(951) 782-2974	Tehama	(530) 527-6824
Kern	(661) 868-0302	Sacramento	(916) 875-5881	Trinity	(530) 623-8209
Kings	(559) 584-1402- Ask for "Nurse of the day"	San Benito	(831) 637-5367	Tulare	(559) 737-4660
Lake	(707) 263-8929	San Bernardino	(909) 387-6280		(Press 0)
Lassen	(530) 251-8183	San Diego	(619) 692-8499	Tuolumne	(209) 533-7400
Long Beach City	(562) 570-4000	San Francisco	(415) 554-2500	Ventura	(805) 677-5200
Los Angeles	(213) 240-8177	San Joaquin	(209) 468-3411	Yolo	(530) 666-8645
				Yuba	(530) 741-6366

Application Information - California County Agricultural Commissioners:

Alameda	(510) 670-5232	Marin	(415) 499-6700	San Luis Obispo	(805) 781-5910
Alpine	(see El Dorado)	Mariposa	(209) 966-2075	San Mateo	(650) 363-4700
Amador	(209) 223-6487	Mendocino	(707) 463-4208	Santa Barbara	(805) 681-5600
Butte	(530) 538-7381	Merced	(209) 385-7431	Santa Clara	(408) 918-4600
Calaveras	(209) 754-6504	Modoc	(530) 233-6401	Santa Cruz	(831) 763-8080
Colusa	(530) 458-0580	Mono	See Inyo County	Shasta	(530) 224-4949
Contra Costa	(925) 646-5250	Monterey	(831) 759-7325	Sierra	See Plumas County
Del Norte	(707) 464-7235	Napa	(707) 253-4357	Siskiyou	(530) 841-4025
El Dorado	(530) 621-5520	Nevada	(530) 273-2648	Solano	(707) 784-1310
Fresno	(559) 456-7510	Orange	(714) 447-7100	Sonoma	(707) 565-2371
Glenn	(530) 934-6501	Placer	(530) 889-7372	Stanislaus	(209) 525-4730
Humboldt	(707) 445-7223x0	Plumas	(530) 283-6365	Sutter	(530) 822-7500
Imperial	(760) 482-4314	Riverside	(951) 955-3045	Tehama	(530) 527-4504
Inyo	(760) 873-7860	Sacramento	(916) 875-6603	Trinity	(530) 623-1356
Kern	(661) 868-6300	San Benito	(831) 637-5344	Tulare	(559) 685-3323
Kings	(559) 582-3211 #2831	San Bernardino	(909) 387-2105	Tuolumne	(209) 533-5691
Lake	(707) 263-0217	San Diego	(858) 694-2739	Ventura	(805) 933-8415
Lassen	(530) 251-8110	San Francisco	(415) 252-3830	Yolo	(530) 666-8140
Los Angeles	(626) 575-5466	San Joaquin	(209) 468-3300	Yuba	(530) 749-5400
Madera	(559) 675-7876				

One or more of the following chemicals may be applied to your property:

ADVANCE (Diflubenzuron) BOR-RAM (Disodium Octaborate Tetrahydrate) BORA-CARE (Disodium Octaborate Tetrahydrate) BORATHOR (Disodium Octaborate Tetrahydrate) CY-KICK (Cyfluthrin) DRAGNET SFR(Permethrin) DRIONE INSECTICIDE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) PHANTOM (Chlorfenvapir) PRELUDE (Permethrin) PREMISE 75 INSECTICIDE (Imidacloprid) PT TRI-DIE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) RECRUIT HD (Noviflumuron) TAP INSULATION (Orthoboric Acid) TEMPO WP (Cyfluthrin) TEMPO SC ULTRA (Cyfluthrin) TIM-BOR (Disodium Octaborate Tetrahydrate) TERMIDOR (Fipronil) VIKANE (Sulfuryl Fluoride) NOTE: Chloropicrin is use as a warning agent on all structural fumigations.

Thank you for calling Terminix. Should you have any questions regarding this report, please call 1-800-TERMINIX.



SAN DIEGO
5458 COMPLEX ST #401
SAN DIEGO, CA 92123
(858) 268-0231

Subterranean Termite Plan
Contract #: 61685-0284994

Customer Name: MELISA WALKER
Mailing Address: 317 E GRAND AVE
ESCONDIDO, CA 92025
Property Address: 317 E GRAND AVE
ESCONDIDO, CA 92025

Home Phone: (858) 336-2863
Work Phone:
Cell Phone:
E-mail Address:

Representative: BARCENAS, GEORGE
Contract Date:
Page: 9

Authorized Agreements

Service Plan Description	Initial Charge*	Billing Frequency	Renewal Charge*	Service Frequency	Regular Service Charge*
Subterranean Termite Plan	\$3,295.00	Annual	\$249.00	Annual	N/A

*Excludes tax (if applicable)

Information:

Description of Structures Covered:	House, Garage/Carport	Transfer Fee:	\$0.00
Protection or Service:	Protection	Foundation Type:	Concrete

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY SUBTERRANEAN TERMITES (*Reticulitermes* spp., *Heterotermes* spp., *Coptotermes* spp.) WITHIN THE LIMITS STATED IN THIS CONTRACT.

Upon transfer of ownership of the identified property and upon payment of the transfer fee above, this plan may be continued pursuant to the attached terms and conditions.

Nothing contained in this provision shall be deemed to allow Terminix to change this Agreement from a Protection Plan to a Service Plan.

During the term of this Plan, any further treatment found necessary by Terminix will be performed free of charge. Terminix will reinspect the identified property at least once every three years or at any time the Purchaser requests it or if Terminix believes it is necessary.

This Plan provides protection against new subterranean termite damage to the structure and contents, occurring subsequent to the effective date of this Agreement. If new damage occurs during the term of this Agreement, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor chosen by Terminix and pay the entire cost of labor and materials. New damage is defined as damage done by covered subterranean termites subsequent to the effective date of this Agreement; the definition excludes damage existing at that date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate of \$300,000 during the term of this Plan.

All corrections of infestations or infections covered by the control service agreement shall be completed within six months of discovery, unless otherwise agreed to in writing by both parties.

Terminix will provide treatment and/or other service(s) to the identified property to control or protect against subterranean termites. This plan does not protect against any other wood destroying pests or organisms, including but not limited to formosan termites (*Coptotermes* spp.), drywood termites (*Kaloterms* spp., *Incisitermes* spp., *Cryptotermes* spp.), dampwood termites, nor beetles, carpenter ants, or fungi.



Summary of Charges

Initial Term:

Subterranean Termite Plan:

\$3,295.00

Subtotal: \$3,295.00

Total: \$3,295.00

Tax: \$0.00

Total: \$3,295.00

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process the one-time payment upon the completion of the initial service without further signature or authorization from me.

Agreement and Authorization

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS INCLUDED WITH THIS AGREEMENT AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH, ARE PART OF THIS AGREEMENT.

Notice: You the purchaser, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right. In the event you have questions or complaints, you may contact a Terminix representative by calling 800-TELLTMX (800-835-5869).

Customer Name:

Customer Signature:

Date:

Representative:

Representative
Signature:

Date:



SAN DIEGO
5458 COMPLEX ST #401
SAN DIEGO, CA 92123
(858) 268-0231

Terms and Conditions

GENERAL TERMS & CONDITIONS APPLICABLE TO ALL SERVICES

WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

OWNERSHIP TRANSFER. Upon transfer of ownership of the structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth in this Agreement. In addition, Terminix reserves the right to revise the service charges upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised service charges, this Agreement will terminate automatically as of the date of the change of ownership.

FORCE MAJEURE. Terminix will be not liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection, or sabotage.

ADDITIONAL DISCLAIMERS. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.

CHANGE IN LAW. Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the service charges or terminate this Agreement.

NON-PAYMENT, DEFAULT. In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection including reasonable attorney's fees shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

CHANGE IN TERMS. At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.

CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

GOVERNING LAW. Except for the Mandatory Arbitration Clause of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

ENTIRE AGREEMENT. This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

GENERAL TERMS & CONDITIONS APPLICABLE ONLY TO TERMITE AND PEST CONTROL SERVICES (OTHER THAN RODENT EXCLUSION SERVICES)

OWNERSHIP TRANSFER. Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of an ownership transfer fee as determined by Terminix in its sole discretion. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee, if applicable, upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, if applicable, this Agreement will terminate automatically as of the date of the change of ownership.

WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

ADDITIONS OR ALTERATIONS TO STRUCTURES. This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System and/or Liquid Defend System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alteration. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment and/or Liquid Defend System treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.

ADDITIONAL DISCLAIMERS. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) any and all damage resulting from termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.

EXISTING DAMAGE. Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement or occurring prior to the Effective Date of this Agreement. Damage discovered after the Effective Date of this Agreement with no verified live and active infestation present shall be deemed to have been caused before the date. Because damage may be present in areas which are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement.

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.7
Date: June 3, 2014

TO: Historic Preservation Commissioners

FROM: Rozanne Cherry, Principal Planner

SUBJECT: HPC Subcommittees

The attached proposal is for your consideration and discussion at the meeting. The memorandum from the City Attorney, dated February 14, 2014, includes requirements for implementing standing subcommittees in conformance with State Law and the Brown Act. Subcommittees that are authorized by the full commission to take actions will require public meetings, posted agendas, and the taking of minutes. However, staff has requested clarification of whether a work group or study team would also be subject to the Brown Act from the City Attorney.

Proposed 2014 Historic Preservation Commission Subcommittees

prepared by Juliana Cherry

With the advent of new HPC commissioners, now might be an opportune time to revisit HPC goals and volunteer for subcommittee assignments. It would be terrific if each commissioner volunteered to participate in two subcommittees. Note, subcommittee participation is limited to three commissioners. Subcommittees meet separately from regularly scheduled HPC meetings.

Current Subcommittees are listed in the Update section of the HPC Agenda.

Possible subcommittees could be:

1 Mills Act inspection. This subcommittee meets with property owners to conduct Mills Act Inspections. In addition, its purpose could be to evaluate current methods of contacting property owners and develop recommendations for inspections to be timely, welcomed, and informative. The goal could be to contact all Mills Act property owners within a recurring 24-month cycle. Up to 3 commissioners volunteering.

2 Grant applications. Its purpose could be to find resources to write grants and advocate for CLG and CDBG funding of HPC goals (like funding the writing of a Commercial District context statement and surveying Escondido's historic downtown). 2 or 3 commissioners volunteering.

3 Ad hoc design review. Formed solely to review and comment on simple design issues between scheduled HPC meetings. Meeting dates determined at the discretion of staff. Up to 3 commissioners volunteering.

4 Promote Escondido's cultural assets. Its purpose could be to identify a theme for next May's historic preservation awards; identify candidates for nomination; and advocate that local papers showcase the theme of the Mayor's historic preservation awards every May. [Jun identify theme. Oct recommend candidates. Dec HPC considers candidates. Jan collaborate on publication.] 2 or 3 commissioners volunteering.

5 HPC Guidance. Its purpose could be to inform HPC members about local architectural or cultural assets; for example, summarizing design guidelines for local historic structures. This training could aid HPC members when evaluating proposals. 2 or 3 commissioners volunteering.

Another Update topic to schedule for any HPC Meeting could be General Updates about:

- Escondido History Center
- Old Escondido Neighborhood
- endangered buildings and signs
- Historic Downtown
- Daley Ranch

In the past, commissioners participated in subcommittees on these topics. These subcommittees could be disbanded and the responsibility shared by all HPC membership.

Please take note that if you have an item to discuss and take action on, then you would want to notify staff one-to-two weeks prior to a scheduled HPC meeting. This will allow time for staff to schedule the discussion in a publicly noticed HPC Agenda.

February 14, 2014

TO: BOARD AND COMMISSION MEMBERS

FROM: JEFFREY R. EPP, City Attorney 

SUBJECT: Ralph M. Brown Act, California Government Code
Section 54950 et seq.

The Ralph M. Brown Act ("Brown Act") requires all action and deliberation of legislative bodies of local agencies to be taken and conducted openly. It is important for you to be aware of the provisions of the Brown Act, so that your job is carried out within the requirements of the law. This memorandum will give you an overview of the requirements of the Brown Act. In addition, the City Attorney's Office is always available and encourages any specific questions you may have regarding the Brown Act. You may call either myself or Assistant City Attorney Jennifer McCain at 839-4608.

INTENT:

The intent of the California Legislature in passing the open meeting law is strongly stated by Government Code Section 54950 which states:

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

BASIC REQUIREMENT:

The basic requirement of the Brown Act is stated in Government Code Section 54953(a):

All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency. . . .

WHO IS COVERED:

Government Code Section 54952 defines the term "legislative body" to specifically include not only the city council, but all boards and commissions of the city council, including advisory commissions.

The Brown Act also applies to committees which are composed of less than a quorum of the legislative body, if they are "standing committees" which either have continuing subject matter jurisdiction or a meeting schedule established by formal action of the legislative body. See Gov't Code §54952(b). Temporary, ad hoc advisory committees continue to be exempt from the Brown Act, provided they consist of less than a quorum of the legislative body. While the Brown Act exempts certain subcommittees, Escondido's City Council has designated all City Council subcommittees to be considered "standing subcommittees." The City Council also voted unanimously to allow members of the public to attend all subcommittee meetings. In light of this Council action, all subcommittee meetings constitute "meetings of the legislative body" subject to the legal requirements set forth in the Brown Act.

The Act applies to members of a legislative body from the time they are elected to office, even if they have not yet assumed the duties of the office.

MEETINGS:

The term "meeting" includes much more than simply a formal and official gathering. A meeting is a gathering of a quorum, no matter how informal, where business of the board or commission is discussed, deliberated or transacted. Therefore, any time a quorum of your group is gathered, and the business of that group is discussed, the Brown Act will apply.

The Brown Act also provides that "use of a series of communications of any kind", including direct communication, personal intermediaries or technological devices, that is employed by a majority of the members of the legislative body to discuss, deliberate or take action on any item of business . . ." is a meeting. This means that a meeting can occur via email or on the phone if a majority is involved.

Meetings can also include situations where a series of smaller meetings ultimately involve a majority of the legislative body and a decision-making process. Although staff or members of the public will meet with individual councilmembers from time to time to answer questions or provide information regarding a matter within the local agency's jurisdiction, care must be taken to assure that comments or positions of any member of the legislative body are not relayed from meeting to meeting. The same can hold true for email communications which are forwarded or exchanged among members of the legislative body.

The Brown Act includes six important exceptions to the definition of a "meeting". These are:

1. Individual contacts or conversations between a member of a legislative body and any other person -- provided a series of individual communications are not used to take actions on any item of business that is within the subject matter jurisdiction of the legislative body.

2. The attendance of a majority of members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public -- provided that a majority of the members do not discuss among themselves business of a specific nature that is within their subject matter jurisdiction.
3. The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern -- provided the members do not discuss among themselves business of a specific nature within their subject matter jurisdiction.
4. The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency -- provided that a majority of the members do not discuss among themselves business of a specific nature that is within their subject matter jurisdiction.
5. The attendance of a majority of the members at a purely social or ceremonial occasion -- provided that a majority of the members do not discuss among themselves business of a specific nature within their subject matter jurisdiction.
6. The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee -- provided that the members who are not members of the standing committee attend only as observers.

Gov't Code §54952.2.

Other than the six specific exceptions noted above, other gatherings are defined as "meetings" and a majority of the legislative body cannot gather and discuss City business except at an open and properly noticed meeting.

In 1997, the Legislature adopted Government Code Section 54952.2(c)(6) to allow meetings involving the attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers. Attendance as an observer means that the member may not ask questions, make statements or sit in a special chair.

AGENDA:

Each legislative body must have an agenda for their meetings. The agenda must be posted in a public place at least 72 hours before each regular meeting. The agenda must contain a brief general description of each item of business to be transacted or discussed at the meeting, and must also specify the time and location of the regular meeting. Agendas must be posted in a location that is freely accessible to members

of the public and must be posted on the local agency's internet website. The law also requires that if non-confidential writings related to an agenda item are distributed less than 72 hours prior to the meeting at which it is to be discussed, the writing must be made available for inspection without delay, and no later than when the material is distributed to the Councilmembers – at a public office or location the agency designates. The City may also post last minute materials to its website.

The general rule is ***that no action or discussion can occur on any item that does not appear on the posted agenda***. The following exceptions to this rule exist:

1. If a majority of the legislative body determines that an emergency situation exists, an item may be considered even though it does not appear on the agenda.
2. If two-thirds of the legislative body (or a unanimous vote of those present if two-thirds are not present) determines that the need to take action arose subsequent to the agenda being posted, the item may be considered even though it does not appear on the agenda.
3. Discussion can also occur on an off-agenda item if the item was properly posted for a prior meeting of the legislative body, the prior meeting took place not more than five calendar days before the date action is usually taken on the item, and the item is continued from the prior meeting to the current meeting. In this case, the item may be considered even though it does not appear on the agenda.

Generally speaking, Boards and Commissions are rarely in a position to take advantage of one of the above exceptions. All business should consist of items which were placed on the agenda in advance.

Because the Brown Act has been specifically worded to indicate that no action or discussion shall be taken on any item which does not appear on the posted agenda, responding to members of the public raising off agenda issues can pose potential issues under the Brown Act. In these circumstances, the Act provides that a member of the legislative body may:

1. "Briefly respond" to the statement.
2. Ask for clarification.
3. Provide the necessary reference to staff or other resources for factual information.
4. Request staff to report back to the legislative body at a later meeting.
5. Direct staff to place a matter of business on the future agenda.

RECORDING OF MEETINGS:

The Brown Act provides that any person attending a meeting has a right to record the proceedings with audio or video tape recorders, and may also broadcast the meeting. There is a limited exception that the recording or broadcasting cannot continue if it would constitute a disruption of the proceedings.

PLACE OF REGULAR MEETINGS:

All meetings normally take place within the City. There are certain specific exceptions when the legislative body may meet outside the City limits. These include situations to:

1. Comply with a State or Federal law or court order.
2. Inspect real or personal property.
3. Participate in meetings or discussions of multi-agency significance.
4. Meet with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency.
5. Visit the agency's legal counsel for a closed session on pending litigation.

SECRET BALLOTS:

The Brown Act prohibits legislative bodies from taking any action whatsoever by secret ballot, whether preliminary or final. Any ballots taken are open to public inspection. Indeed, recently enacted legislation requires all votes and decisions of any sort to be publicly reported.

ORAL COMMUNICATIONS:

Each agenda for the City Council and a Board or Commission should have a place on it entitled "oral communications." The Government Code requires all agendas for regular meetings of legislative bodies to provide an opportunity for members of the public to directly address legislative bodies. The members of the public may address the legislative body on items of interest to the public that are within the jurisdiction of the legislative body. However, unless the basis for a specific exception to the Brown Act exists, the legislative body cannot take action on items raised during oral communications.

SPECIAL MEETINGS:

Special meetings may be called at any time by the presiding officer of the legislative body, or by a majority of the members of the legislative body. This is accomplished by personally delivering or mailing notice to each member of the body. Notice must also be delivered to each local newspaper of general circulation and radio or television station that has requested such notice in writing. Additionally, notice must be posted on the local agency's internet website. All notices must be received at least 24 hours before the time of the meeting. The notice must also specify the time and place of the special meeting and the business to be transacted. No other business can be considered at these meetings. A legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of a local agency executive.

Certain exceptions to all of the above rules are still available in emergency situations. An emergency situation is defined as a work stoppage or other activity which severely impairs public health and safety, or a crippling disaster which severely impairs the public health and safety, as determined by a majority of the members of the legislative body.

CLOSED SESSIONS:

Closed or "executive" sessions can only be held if they are for one of the purposes specified in the law. Generally, closed sessions can only be held to discuss specific litigation items, personnel matters, labor relations, and purchases of real property. Although the City Council regularly has a need to meet in closed session, it is difficult to envision a circumstance where an advisory board or commission would meet in closed session. The sole exception is perhaps the Personnel Review Board, which occasionally considers confidential personnel matters.

Because of the strict confidentiality that is associated with closed sessions of the legislative body, the Government Code has specific rules regarding the manner in which closed sessions appear on the agenda, and governing the manner in which specific matters might be disclosed following a closed session. While some disclosures are legally required, there are important exceptions which are essential to preserve confidentiality. The City Attorney and City Clerk will prepare all closed session agendas, and handle any required disclosures. Elected officials should always avoid discussing closed session matters without consulting the City Attorney.

PUBLIC CRITICISM:

The Brown Act provides that "the legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency or the acts or omissions of the legislative body." However, local agencies may adopt reasonable regulations to ensure everyone has an opportunity to be heard in an orderly manner.

PENALTIES:

A violation of the Brown Act which occurs with wrongful intent to deprive the public of information can be punished as a misdemeanor, which is punishable by a fine up to \$1,000 or up to six months in jail or both. Further, any action taken which is found to be in violation of the Brown Act can be nullified.

REMEDIES FOR VIOLATION:

Any interested person may commence a court action to obtain a judicial determination that action taken by the legislative body in violation of the above sections is null and void. However, before any action can be commenced, the interested person must make a demand of the legislative body that they correct the alleged error. The demand must be in writing and must clearly describe the challenged action and the nature of the alleged violation. The enforcement provisions of the Brown Act also specifically include the District Attorney as an interested person that may commence an action to enforce the Act, or prevent threatened violations of the Act. Additionally, the law has a mechanism to require the closed sessions of a legislative body to be tape recorded if there is a determination by a court that the Brown Act has been violated.

No person can challenge an action of the legislative body as being in violation of the Brown Act if the action was taken in substantial compliance with the relevant sections of the Brown Act. Court costs and reasonable attorney's fees can be awarded to the person bringing an action challenging violation of the Brown Act. If the court finds that the action was clearly frivolous or totally lacking in merit, court costs can also be awarded against the person bringing the action.

CONCLUSION:

It is important that your business be conducted in compliance with the law. This memorandum gives you the basics of the Brown Act. If you want further information or have specific questions, you are encouraged to call the City Attorney's office at 839-4608.

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.10
Date: June 3, 2014

TO: Historic Preservation Commissioners
FROM: Rozanne Cherry, Principal Planner
SUBJECT: Window Replacement

As you know, there is a problem with inappropriate window replacements on historic resources and structures in the Old Escondido Neighborhood. Since a building permit was not required for replacing windows within the original openings, many contractors were not aware of the special circumstances in dealing with historic resources and structure within the OEN. One step in addressing this concern was accomplished last fall when the Escondido Municipal Code was revised to now require a building permit for replacing windows in buildings on the historic register or in the OEN, even when there is no modification to the existing rough opening or to the exterior weather proofing. This code update is in effect.

See Sec. 6-13.1, 6-13.3 and 6-13.3.12 in the attached Municipal Code excerpt.

Escondido Municipal Code

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Chapter 6 BUILDINGS AND BUILDING REGULATIONS

ARTICLE 1. ADMINISTRATIVE PROVISIONS

Sec. 6-13. Permits.

Sec. 6-13.1. Permits Required. Except as specified in Section 6-13.2, no building, structure or building service equipment regulated by this code and the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the building official.

Sec. 6-13.2. Work Exempt from Permit. A permit shall not be required for the types of work in each of the separate classes of permit as listed below. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction.

Sec. 6-13.3. Building Permits. A building permit shall not be required for the following:

Sec. 6-13.3.1. One-story detached accessory buildings, associated with a Group R-3 Occupancy, used as tool and storage sheds, playhouses, gazebos and similar uses, provided the floor area does not exceed one hundred twenty (120) square feet (11.15 m²).

Sec. 6-13.3.2. Fences not over six (6) feet (1,829 mm) high.

Sec. 6-13.3.3. Oil derricks.

Sec. 6-13.3.4. Nonfixed and movable, fixtures, cases, racks, counters and partitions not over five (5) feet nine (9) inches (1,753 mm) in height.

Sec. 6-13.3.5. Retaining walls which are not over four (4) feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding flammable liquids.

Sec. 6-13.3.6. Water tanks supported directly upon grade if the capacity does not exceed five thousand (5,000) gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.

Sec. 6-13.3.7. Decks, porches, sidewalks and driveways not more than thirty (30) inches (762 mm) above adjacent grade, measured vertically to the floor or grade below at any point within thirty-six (36) inches (914 mm) horizontally to the edge of the open side, and not over any basement or story below and are not part of an accessible route.

Sec. 6-13.3.8. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.

Sec. 6-13.3.9. Temporary motion picture, television and theater stage sets and scenery.

Sec. 6-13.3.10. Window awnings supported by an exterior wall that do not project more than fifty-four (54) inches (1,372 mm) from the exterior wall and do not require additional support of Group R - 3, and Group U Occupancies.

Sec. 6-13.3.11. Prefabricated swimming pools accessory to a Group R-3 Occupancy that are less than twenty-four (24) inches (610 mm) deep, do not exceed five thousand (5,000) gallons (18,925 L) and are installed entirely above ground.

Sec. 6-13.3.12. Except for buildings on the historic register or in the Old Escondido Neighborhood, the installation of replacement windows in existing window openings associated with a residential dwelling unit with no modifications to the existing rough opening or to the exterior weather proofing. This does not exempt the installation from retaining code compliance for bedroom egress.

Sec. 6-13.3.13. Ground supported, non-internally illuminated signs, not over six (6) feet in height. This does not exempt these signs from planning division permits or from compliance with the Zoning Code.

Sec. 6-93.3.14. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

Sec. 6-13.3.15. Swings and other playground equipment accessory to detached one- and two-family dwellings.

Unless otherwise exempted by this code, separate plumbing, electrical and mechanical permits will be required for the above exempted items.