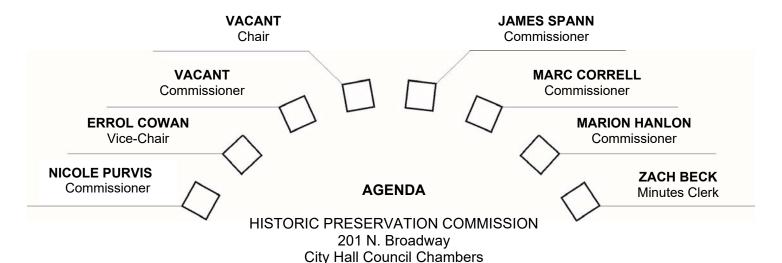
CITY OF ESCONDIDO

Historic Preservation Commission and Staff Seating



3:00 p.m. September 16, 2021

- A. CALL TO ORDER
- **B. FLAG SALUTE**
- C. ROLL CALL
- D. APPOINTMENT OF OFFICERS
- E. REVIEW OF MINUTES: May 20, 2021

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.

Electronic Media: Electronic media that members of the public want to be used during any public comment period should be submitted to the Planning Division at least 24 hours prior to the meeting.

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 applicable agenda item and the name and contact information of the person presenting the media.

The time used to present any electronic media will be considered as part of the maximum time limit provided to speakers. City staff will queue the electronic information when the applicable speaker is called upon to speak. Materials shown to the Commission during the meeting are part of the public record and will 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 protocol 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 during the designated time for "Oral Communications." All persons addressing the 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 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 for individuals with disabilities. Please contact the ADA Coordinator at 760-839-4643 with any requests for reasonable accommodation at least 24 hours prior to the meeting.

F. WRITTEN COMMUNICATIONS:

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.

G. ORAL COMMUNICATIONS:

Under state law, all items under Oral Communications can have no action, and may 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.

H. PUBLIC HEARINGS: None

I. CURRENT BUSINESS:

Note: Current Business items are those that under state law and local ordinances do not require either public notice or public hearings. Public comments may be limited to a maximum time of three minutes per person.

1. LOCAL REGISTER/ MILLS ACT - Case No. PL21-0289

REQUEST: Local Register & Mills Act for Post-War Traditional OEN Residence

ZONING/LOCATION: R-1-6/634 East 7th Avenue

APPLICANT: Tiffany Milburn

STAFF: Grant Ruroede

STAFF RECOMMENDATION: Approval

2. DESIGN REVIEW - Case No.s SUB20-0006 & PHG20-0034

REQUEST: Proposed Commemorative Adobe Bench & Plaque for the Warmington Condominium Project

ZONING/LOCATION: SPA-15, Southern Entry District/ 2200-2224 South Escondido Boulevard

APPLICANT: Warmington Residential, LLC

STAFF: Jay Paul

STAFF RECOMMENDATION: Approval

3. DESIGN REVIEW - Case No. PL21-0391

REQUEST: Proposed Rear Room Addition on Mills Act House in the OEN

ZONING/LOCATION: R-1-6/ 1102 South Juniper Street

APPLICANT: Nathan Hutton & Morgen Oelkers

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

J. ORAL COMMUNICATION:

Under state law, all items under Oral Communications can have no action and may be referred to 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.

K. COMMISSIONER COMMENTS

L. ADJOURNMENT TO NEXT REGULARLY SCHEDULED HPC MEETING ON NOVEMBER 18, 2021

CITY OF ESCONDIDO

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

May 20, 2021

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

Commissioners present: Errol Cowan, Vice-Chair; Marc Correll, Commissioner; James Spann, Commissioner; and Nicole Purvis, Commissioner.

Commissioners absent: Carol Breitenfeld, Commissioner; and Marion Hanlon, Commissioner.

Staff present: Adam Finestone, City Planner; Paul Bingham, Assistant Planner II; and Joanne Tasher, Minutes Clerk.

SELECTION OF CHAIR:

Selection of Chair:

Commissioner Spann nominated himself, and seconded by Commissioner Correll. Commissioner Purvis nominated Vice-Chair Cowan, and seconded by Vice Chair Cowan. The vote for Chair was postponed until the next meeting. Vice-Chair Cowan to continue to act as Chair and carry forward with the current meeting.

MINUTES:

Moved by Commissioner Spann, and seconded by Commissioner Correll, to approve the action minutes of the March 18, 2021, meeting. Motion carried unanimously 4-0 (Breitenfeld and Hanlon were absent).

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION: None.

PUBLIC HEARINGS: None.

CURRENT BUSINESS:

1. <u>DISCUSSION – CERTIFIED LOCAL GOVERNMENT ANNUAL REPORT:</u>

Request: Commission reviews report draft and suggests appropriate edits, if any.

Staff: Paul K. Bingham, Assistant Planner II

COMMISSION DISCUSSION:

Commissioner Spann and Commissioner Purvis submitted corrections to the Annual Report regarding attended webinars.

COMMISSIONER ACTION:

Motion by Commissioner Correll and seconded by Commissioner Spann to accept the report with corrections. Motion carried unanimously 4-0 (Breitenfeld and Hanlon were absent).

2. INFORMATION – HISTORIC SURVEY PAGES ON CITY'S WEBSITE

Request: None (information item only).

Staff: Paul K. Bingham, Assistant Planner II

Paul Bingham provided an exhibition of a "Beta" version of the Escondido Historic Survey Finder web page for the Commission. The web page is currently not accessible to the public, but will be provided to the Commissioners for testing.

COMMISSIONER DISCUSSION:

Commissioner Purvis suggested the web page link also be included elsewhere on the City's website.

COMMISSION ACTION:

No action was taken.

3. DISCUSSION – ENVIRONMENTAL REVIEW PROCEDURES:

Request: Report on ad-hoc subcommittee activities to address environmental procedures.

Staff: Adam Finestone, City Planner

Vice-Chair Cowan is currently the sole member of the subcommittee. No further members of the Commission wished to join the committee at this time, leaving Vice-Chair Cowan as an advisory member on environmental procedures. Adam Finestone reported on the recent activities of the subcommittee and future consulting projects.

COMMISSIONER DISCUSSION:

Discussion on this item to be tabled until more information can be presented to the commission.

COMMISSIONER ACTION:

No action was taken.

4. DISCUSSION – ACCESSORY DWELLING UNITS

Request: Report on ad-hoc subcommittee activities to identify objective design criteria for Accessory Dwelling Units on historic properties.

Staff: Adam Finestone, City Planner

Commissioner Spann, Commissioner Hanlon, and Commissioner Purvis are the members of the Accessory Dwelling Unit subcommittee. Commissioner Purvis gave a short presentation on the activities of the subcommittee and that they had identified 23 different styles from which to aid in create future design standards.

COMMISSIONER DISCUSSION:

There was no discussion on this item.

COMMISSIONER ACTION:
No action was taken.
ORAL COMMUNICATION:
None.
COMMISSIONER COMMENTS:
Vice-Chair Cowan proposed that consideration be given to Carol Rea for her service to the Historic Preservation Committee. Commissioner Purvis and Commissioner Spann supported the idea. The Commissioners requested for Adam Finestone to research the matter.
ADJOURNMENT:
The meeting was adjourned at 3:38 p.m. to the next regularly scheduled Historic Preservation Commission Meeting on July 15, 2021.
Adam Finestone, Secretary to the Historic Preservation Commission Joanne Tasher, Minutes Clerk



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: I.1 Date: September 16,

2021

TO:

Historic Preservation Commission

FROM:

Grant Ruroede, Assistant Planner I

REQUESTS:

Residence addressed as 634 E. Seventh Ave. (case number PL 21-0289)

Local Register listing request,
 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 City of Escondido's zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission. 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. City Council Resolution 92-409, adopted 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 property be approved for Local Register listing.

The subject property at 634 E. Seventh Ave. consists of three parcels, 233-300-13-00 (garage), -14,



and -15 (house). There is a one-story 1937 Craftsman Bungalow residence that was constructed and occupied by Edgar E. Clover, former Mayor of the City of Escondido from 1940 to 1948. He and his wife, Jessie M. Clover, both raised two children in the property. The property's characteristics are a Craftsman Bungalow with its gabled roof, horizontal siding, overhung eaves, open porch, double sash window casements, and a detached double-door, single-car garage facing the street. The house is 798 square feet in size with floor molding and recessed shoe racks in each closet. The house's windows and doors are all the original solid wood with a double-French door on the back. The house been minorly altered with a rear laundry room conversion to ½ bath and porch enclosure, added wood fencing along the front and backyard, a concrete back patio, and a catch basin on the back of the house. The property is substantially the same as the 1937 build by former Mayor Edgar E. Clover. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

This request by the current owners, Charles Ingalls and Tiffany Milburn, is to consider placing this resource on the Local Register.

Staff believes that the subject property meets the following two of seven criteria (whereas at least two are required for Local Register listing approval):

1. Escondido historical resources that are strongly identified with a person or persons who significantly contribute to the culture, history, prehistory, development of the City of Escondido, region, state, or nation.

The former Mayor of Escondido, Edgar E. Clover built and lived in the house.

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

The one-story Craftsman Bungalow residence was built in 1937 and is currently 84 years old.

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,

Grant Ruroede Assistant Planner I

Mills Act Application List of Improvements

Property Address: 634 E. Seventh Ave. Property Owners: Charles Ingalls and Tiffany Milburn

- 1. Upgrade unsafe and inefficient back door to something period-appropriate.
- 2. Panel upgrade, with new wiring.
- 3. Restore and repair broken, rotting windows as well as add double pane glass.
- 4. Landscape to prevent erosion.
- 5. Repair siding on east exterior.
- 6. Replace one of few remaining cast-iron drainpipes.
- 7. Replace window screens.
- 8. Repaint exterior of home.
- 9. Paint fence in front yard.
- 10. General tree trimming on all sides so as to preserve the home.



CITY OF ESCONDIDO

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

(760) 839-4671 Fax: (760) 839-4313 HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT Receipt No.: Incomplete

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

APPLICANT/CONTACT PERSON	OWNER (If multiple owners/addresses, attach additional sheets as necessary.)
Name (Print): Tiffany Milburn Address: 634 e 7th Ave City, State, Zip: Escondido CA 92025 Phone: 909-242-3532 Fax: E-mail: Milburn 2010 By whoo com Signature: Juffang	Name (Print): Tiffony Milburn 3 Charles Ingalls Address: W34 & 7th ave City, State, Zip: Escandido (A 93035 Phone: 909-242-3532 Fax: E-mail: Milburn 2010 (D yahoo.com Signature: Gauthorizing applicant to submit application)
SITE INFORMATION	LANDMARK/LOCAL REGISTER INFORMATION
Property Address: 634 e 7th Ave	Historic Designation:
Assessor's Parcel Number: 233-300-15-00	Local State National
Historic Name: Fdgar Clover house	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 priority. The improvements listed may be as specific of alterations shall comply with the Secretary of Interior stagreement may be substituted for listed improvements. depending on the property owner's financial situation. Viprogress will be performed every two to three years.	r as general as the applicant prefers; however, physical tandards. Emergency maintenance not identified in this The listed improvements may be performed out of order,
7 1141 44== 111	MPROVEMENTS (
see attached proposed in	provenints doc



EX/306 (Rev. 3/04)

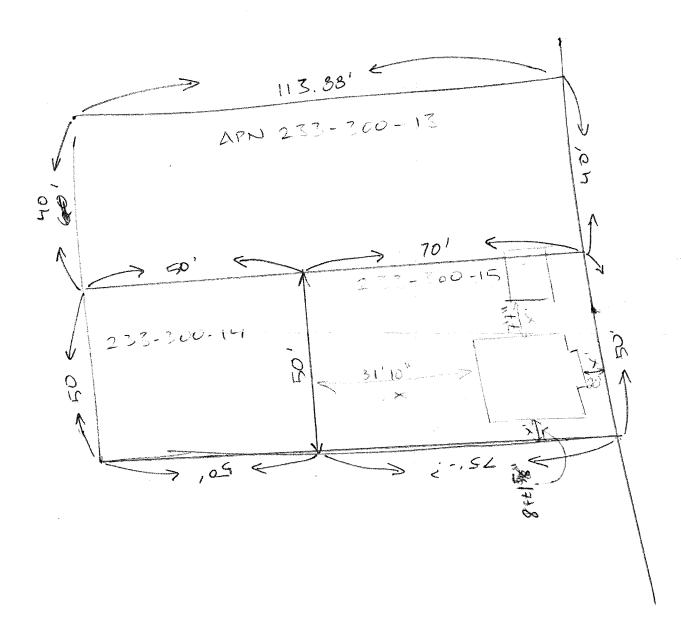
CITY OF ESCONDIDO

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

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

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) Historic Landr	nark
Applicant: Tilfand Millourn Address: <u>U34 E 3th 14 ve</u> City/State/Zip: <u>e8 condition</u> (b 92035 Phone No.: (H) (W) <u>99-343-353</u> 2	Present Property Owner: THONG HILDOWN 3 Charles Address: 034 & 7th nve & City/State/Zip: 25cm d.do, (1) 92025 Phone No.: (H)
Address of Site/Structure: <u>634 e 7 h Ne</u> Assessor Parcel No.: <u>333 300 - 15 - 00</u>	Present Land Use: Single family home General Plan Designation: U1 Tier/Neighborhood:
Common Name/ Historic Name: <u>Edgar Clover House</u> Architural Style: <u>valtsman bangalow</u>	Zoning:
any dates, events, or persons associated with the siteHas the site or structure been altered in any way from	ure as well as any other significant factors which may esthetics; cultural, architectural, or engineering factors; and or structure).
3. Are there any known threats to the site of structure? (structural damage, etc.) SUBMITTAL REQUIREMENTS: Complete legal description of property	no., pintato do roto pintato, a como g
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 de Landmark/Local Register Property Chain of Title	esignating the Historic/Cultural Resource as an Historic
State of California Department of Parks and Recreation	Jihr 147 6-8-2021
Applicant Signature (Date)	Property Owner Signature (Date)



245

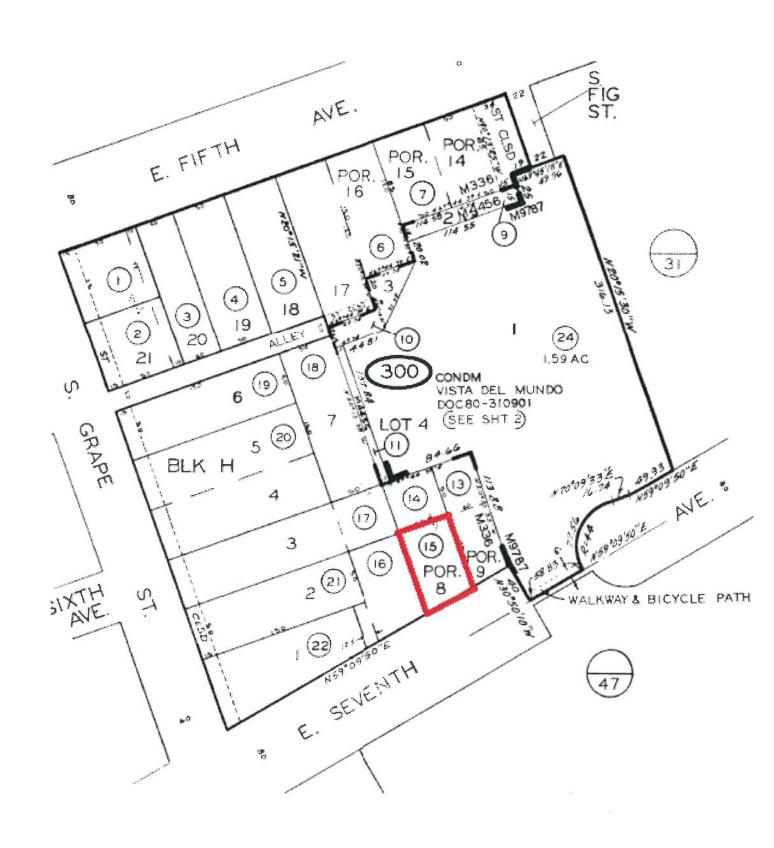
EXHIBIT "A" LEGAL DESCRIPTION

ALL OF LOT 8 IN BLOCK H IN THE CITY OF ESCONDIDO, EXCEPT THE NORTHERLY 150 FEET THEROF ACCORDING TO MAP THEREOF NO. 336 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886

THE WESTERLY 40 FEET, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINES THEREOF, OF LOTS 9 AND 10 IN BLOCK H IN THE CITY OF ESCONDIDO, ACCORDING TO MAP THEREOF NO. 336, FILES IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

APN: 233-300-13-00

233-300-14-00 233-300-15-00







EXEMPT FROM FEES pursuant to Gov't Code §§ 6103, 27383, and 27388.1 (filing requested/executed by municipality)

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk City of Escondido 201 North Broadway Escondido, CA 92025

This Space for Recorder's Use Only

HISTORIC PROPERTY PRESERVATION AGREEMENT

RECITALS

- A. The Owner possesses and owns that certain real property located within the City as further described in <u>Exhibit A</u> to this Agreement, attached hereto and incorporated herein by this reference ("**Property**").
- B. The City and the Owner desire to enter into this Agreement to carry out the purposes of the Mills Act (California Government Code section 50280 et seq.) ("Mills Act") and California Revenue and Taxation Code sections 439 to 439.4.
- C. The Property is a "qualified historical property," as that term is defined under the Mills Act ("Qualified Historical Property"), in that the Property is privately owned, the Property is not exempt from property taxation, and the Property is listed in the City's Local Register of Historic Places.
- D. The Property is a "restricted historical property," as that term is defined in Revenue and Taxation Code section 439.1.
- E. 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, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the substantial public benefits to be derived therefrom, the Parties hereby mutually agree as follows:

- 1. <u>Recitals</u>. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.
- 2. <u>Applicability of Government Code and Revenue and Taxation Code</u>. This Agreement is made pursuant to the Mills Act and California Revenue and Taxation Code sections 439 to 439.4 and is subject to all of the provisions of these statutes.
- 3. <u>Preservation/Rehabilitation and Maintenance of Property</u>. 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 Schedule of Improvements identified in Exhibit B to this Agreement, attached hereto and incorporated herein by this reference ("Schedule of Improvements").
- b. The Owner shall maintain all buildings, structures, yards, and other improvements in a manner that does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to, all of the following:
- (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, structure, or vegetation that a reasonable person would determine to be unsightly by reason of its height, condition, or 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 California State Historical Building Code, and the applicable City laws and regulations pertaining to development.
- d. If the City institutes a code enforcement action pertaining to the Property, the City may request, and the Owner shall submit within 30 days of such request, documentation of expenditures incurred and work performed by the Owner within the previous 24 months to accomplish items from the Schedule of Improvements. If the Owner performs work on the Property, rather than contracting with a third party, the value of the Owner's labor shall be calculated at the market rate for such work performed. The Owner shall be in substantial compliance with the

Schedule of Improvements 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 previous 24 months, as determined by the City, based upon the County Tax Assessor's valuation of the Property using the process set forth in California Revenue and Taxation Code sections 439 to 439.4.

e. The Owner shall, within 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 Historical Property, and (iii) whether the Owner is in compliance with this Agreement.

OWNER'S INITIALS

4. <u>Inspections</u>. The Owner agrees to permit periodic examinations and inspections of the interior and exterior of the Property by the City, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the Owner's compliance with this Agreement. After five years, and every five years thereafter, the City shall inspect the Property, including the interior and exterior of the premises, to determine the Owner's continued compliance with this Agreement.

OWNER'S INITIALS

5. <u>Term.</u> This Agreement shall be effective and shall commence on January 1 of the year following the successful recordation of this Agreement by the San Diego County Recorder's Office and shall remain in effect for a period of 10 years thereafter.

6. Renewal.

- 6.1. Automatic Renewal. On the 10th anniversary of this Agreement and on each successive anniversary date ("Renewal Date"), a period of one year shall automatically be added to the initial term of this Agreement unless a Party gives a notice of nonrenewal as provided in this Agreement.
- Agreement, such 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 90 days prior to the Renewal Date, or else a period of one 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 60 days prior to the Renewal Date, or else a period of one 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, or restoration of the Property is required for the Property's continued eligibility as a Qualified Historical Property. Upon receipt by the Owner of a notice of nonrenewal from the City, the Owner may make a written protest of such nonrenewal. The City may, at any time prior to the Renewal Date, withdraw its notice of nonrenewal.
- 6.3 Effect of Notice of Nonrenewal. If, in any year, either Party serves a notice of nonrenewal as provided in this Agreement, this Agreement shall remain in effect for (i) the balance of the period remaining under the initial term of this Agreement, or (ii) the balance of the period remaining since the last renewal of this Agreement, as the case may be.

7. Cancellation.

7.1 The City may cancel this Agreement if the City determines that the Owner (i) has breached any term, condition, or covenant of this Agreement; (ii) has allowed the Property to deteriorate to the point that the Property no longer meets the standards of a Qualified Historical Property; or (iii) has failed to restore or rehabilitate the Property in the manner required by this Agreement.

OWNER'S INITIALS

- 7.2 Notice of Cancellation. 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.
- 7.3 Cancellation Fee. If the City cancels this Agreement pursuant to the terms of this Agreement, the Owner shall pay those cancellation fees set forth in the Mills Act. Upon cancellation, the Owner shall pay a cancellation fee of 12.5% 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 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 for that fiscal year.

OWNER'S INITIALS

8. <u>No Compensation</u>. 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 benefits to be derived therefrom and the advantage that will accrue to the Owner as a result of the assessed value of the Property because of the restrictions that this Agreement imposes on the use and preservation of the Property.

9. Enforcement.

9.1 As an alternative to cancellation of the Agreement, the City may, in its sole discretion, specifically enforce or enjoin the Owner's breach of the terms of this Agreement, including but not limited to bringing an action to enforce this Agreement by specific performance or injunction. In the event of such breach, the City shall give written notice to the Owner notifying the Owner of the the violation ("Notice of Violation"). If such breach is not corrected to the reasonable satisfaction of the City within 30 calendar days after the date of the Notice of Violation, or within such other reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within 30 calendar days and thereafter diligently pursued to completion), the City may, without further notice, declare the Owner to be in breach of the terms of this Agreement, and may bring any action necessary to specially enforce the obligations of the Owner under the terms of this Agreement or apply for such other relief as authorized under local, state, or federal law.

- 9.2 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.
- Indemnification. The Owner (including Owner's agents, employees, contractors, and 10. subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection with or arising in whole or in part from this Agreement, the use or occupancy of the Property by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Property, or any construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

OWNER'S INITIALS

11. Condemnation, Eminent Domain, Destruction of Property.

- against the Property, or 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 such acquisition is determined by the City to frustrate the purpose of this Agreement, this Agreement shall be cancelled and shall be deemed null and void for all purposes of determining the value of the Property, or part of the Property, that is acquired. However, if any such condemnation proceeding is subsequently abandoned or the acquisition of the Property 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.
- 11.2 Destruction of Property. 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 shall be cancelled.
- 11.3 No Cancellation Fee. If the Agreement is cancelled for any reason articulated in Paragraphs 11.1 or 11.2 of this Agreement, no cancellation fee as otherwise required by this

Agreement and the Mills Act shall be imposed.

12. Miscellaneous.

- 12.1 Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
- documents, if any, described or incorporated herein, contains the entire agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.
- 12.3 Amendment. This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given. Any such amendment shall be recorded with the Office of the County Recorder for the County of San Diego.
- 12.4 *Independent Investigation*. The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.
- 12.5 Advice of Counsel. The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.
- 12.6 Capacity. Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.
- 12.7 *Headings*. Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.
- 12.8 Attorney's Fees. In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.
- 12.9 Counterparts. This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

- 12.10 Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
- 12.11 *Notice*. All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

City Clerk City of Escondido 201 North Broadway Escondido, CA 92025

If to the Owner:

(Owner(s) name(s) and address)

Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other Party within five business days after the notice has been deposited in the U.S. Mail, duly registered or certified, with postage prepaid, and addressed as set forth above. Any Party may change the address information provided above by giving written notice to the other Party in the manner provided in this Agreement.

- 12.12 Covenants Run with Land. So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner and its respective successors and assigns during the term of this Agreement. Further, the Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein.
- 12.13 Sale of Property. The Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein. If the Property is sold, the Owner shall provide notice to the City of the sale and provide the City with a signed statement from the new owner indicating that a copy of this Agreement, all exhibits this Agreement, and all amendments to this Agreement, if any, were provided to the new owner.
- 12.14 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.

This Agreement is executed by the Parties	or their duly authorized representatives:
CITY OF ESCONDIDO	
Date:	By Paul McNamara, Mayor
	, •
[OWNER]	
Date: 9-10-2021	By Manne, Title]
(ABOVE SIGNATURES MUST BE NOTA	ARIZED; ACKNOWLEDGMENT PAGES FOLLOW)
APPROVED AS TO FORM:	
OFFICE OF THE CITY ATTORNEY Michael R. McGuinness, City Attorney	

Mills Act Application List of Improvements

Property Address: 634 E. Seventh Ave. Property Owners: Charles Ingalls and Tiffany Milburn

- 1. Upgrade unsafe and inefficient back door to something period-appropriate.
- 2. Panel upgrade, with new wiring.
- 3. Restore and repair broken, rotting windows as well as add double pane glass.
- 4. Landscape to prevent erosion.
- 5. Repair siding on east exterior.
- 6. Replace one of few remaining cast-iron drainpipes.
- 7. Replace window screens.
- 8. Repaint exterior of home.
- 9. Paint fence in front yard.
- 10. General tree trimming on all sides so as to preserve the home.

State of California The Resources Agency DEPARTMENT OF PARKS AND RECREATION	Primary # HRI #
PRIMARY RECORD	Trinomial
	NRHP Status Code
Other Listings	Dayloung
	Reviewer Date
The Edward Olever Haves	ned by recorder) 233-300-13-00, 233-300-14-00, & 233-300-15-00
paramana processing	abulated
Cincin Ci	and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
▼ (001)	T; R;¼ of¼ of Sec;B.M
c. Address 634 E. 7th Ave	City Escondido Zip 92025
d. UTM: (Give more than one for large and/or linear resou	
e. Other Locational Data: (e.g., parcel #, directions to re:	esource, elevation, etc., as appropriate) APN 233-300-15-00
feet in size. The windows and doors are all the deben minimally altered since its construction in	
P3b. Resource Attributes: (List attributes and codes)	Object Site District Element of District Other (Isolates, etc.
P5a. Photograph or Drawing (Photograph required for build	P5b. Description of Photo: (view, date, accession #) Front of single- family home *P6. Date Constructed/Age and Source Historic Prehistoric Both Construction of the building began in 1936 *P7. Owner and Address: Tiffany Milburn Charles Ingalls, 634 E. 7th Ave., Escondido C
	*P8. Recorded by: (Name, affiliation, and address)
P10. Survey Type: (Describe)	*P9. Date Recorded:
P11. Report Citation: (Cite survey report and other sources	s, or enter "none.")
achments: NONE Location Map Continu	uation Sheet Building, Structure, and Object Record
	r Feature Record Milling Station Record Rock Art Record
Artifact Record Photograph Record Other (Lie	ist):

*Required information

State of California The Resources Agency DEPARTMENT OF PARKS AND RECREATION						
BUILE	DING, STRUCTURE, AI	ND OBJECT RECORD		HRI#	WARRAN AND TO STATE OF THE STAT	
L				*NRHP Status Cod	de	
Page	_2_ of _3_ *Re	esource Name or #: (As	ssigned by recorder)			
B1.	Historic Name:	Edgar E. Clover House				
B2.	Common Name:	Paraconal and Pa				
В3.	Original Use:	Single-family residence				
B4.	Present Use:	Single-family residence				~
	Architectural Style:	Craftsman Bungalow				
*B6.	The home was originally west side of the property		small rear porch wa The home was rep	s enclosded in 2017 and ainted and re-roofed in 2	d a wooden fence was added on the front and 2020 (Project # ADM20-062), and the siding fro	
*B7.	Moved? ✓ No	Yes Unknown	Date:	Original	Location:	
*B8.	Related Features:					
	There is a detached orig	inal garage, with bi-fold do	oors.			
	Architect:		b.	. Builder: Edgar E. Clo		
*B10.	Significance: Theme				Old Escondido Neighborhood	
	Period of Significance			Single-family home	Applicable Criteria: d geographic scope. Also address integrity.)	
D44	Additional December A					
DII.	Additional Resource A	ttributes: (List attributes ar	na codes)	A	,	
*B12.	References:					
				Sketo	ch Map with north arrow required.	
B13.	Remarks:			7		
*B14.	Evaluator:		*.			
*Date	of Evaluation:			n house		
	(This space rese	erved for official commer	nts)	1000x	See you	i

Historic Designation Questions

Historic 634 E 7th Ave, Escondido CA 92025

1. Please describe historical aspects of the site as well as any other significant factors which may determine this as a Historic Resource (i.e., special aesthetics; cultural, architectural, or engineering factors; and any dates, events, or persons associated with the site or structure. Significant features for this era include original porcelain cast iron tub, solid wood single paned windows,

The Edgar Clover house is a single-family Craftsman style bungalow built in 1937. It consists of gabled roofing and overhanging eaves with exposed beams and a front porch to perfectly reflect the style from this period. In addition to the architecture, this home holds an important piece of Escondido's history amongst its four walls. Edgar E. Clover not only built this home but lived here through his time serving as mayor for Escondido from 1940 to 1948. It is in this home that Mr. Clover cared for and tended to this city while raising his two children. Mr. Clover kept the home within the family by selling it to his daughter Jean and her husband Maynard Clark (See transfer title doc provided). It remained within the family until 1967.

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

In 2020, the owner Jason Gielczyk converted the laundry room to ½ bath and enclosed the porch. He also updated the kitchen and main bathroom, added a catch basin outside the back door, added a concrete patio and added wood fencing both the front and back yard. Gielczyk thoughtfully ensured the integrity of the original design in his plans leaving the original small framed French back doors, single hung windows with solid wood framing, as well as wood framing all throughout the house, floor moldings, and recessed shoe racks in each closet. The exterior of the home is also in its original state. Most cast iron sewage piping has been replaced from the house to the tank and water heater has been added to west side of property (dates unknown)

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

Applicant knows of no known threats to the site or structure.

Chain of Title: Edgar Clover House

634 E 7th Ave Escondido, CA

APN: 233-300-13-00 233-300-14-00 233-300-15-00

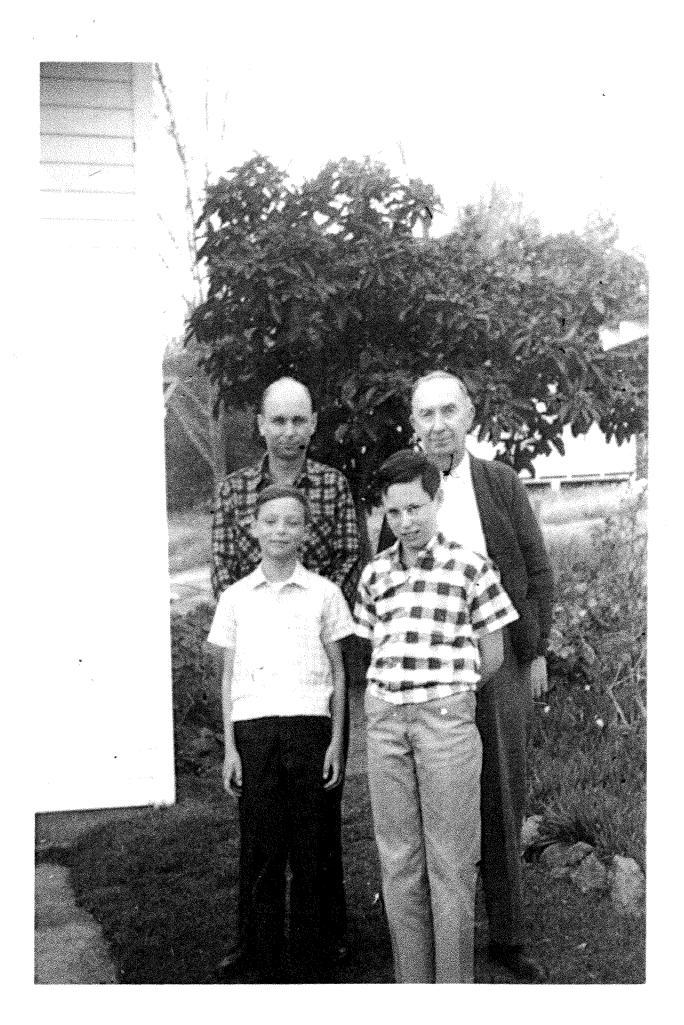
Property Ownership Transfer Titles

- 1. 1937: Edgar E. Clover and his wife Jessie M. Clover (pg. 25 title report)
- 2. 1960: Maynard Clark and his wife Jean M Clark (pg. 28 title report) (Daughter of E.E. Clover)
- 3. 1967: Mildred M. Mangan (widow) (pg. 29 title report)
- 4. 1983: Alfred Switgall and his wife Emilia Switgall (pg. 30)
- 5. 1996: ESS Realty, a California limited partnership (pg. 94 title report)
- 6. 2015: Jason Gielczyk and his wife Heather Hardy (pg. 96 title report)
- 7. 2020: Charles Ingalls, Tiffany Milburn current owners

Additional Information

Below is a list of additional information that I have provided to support the historical significance of this home.

- 1. Photo 1 shows Edgar E. Clover with grandson (left) and great grandsons in front of the Edgar Clover home in the early 1960s (in this photo is the original siding which is the same today). I connected with a family member of Mr. Clover through ancestry who provided this photo and information.
- 2. Permits and appropriateness: Since there was no survey available for this home in the records to show the original state of the exterior of the home, I have included both of these documents to help support that the only modification to the exterior of the home is the conversion of the laundry room to a bathroom by extending the back patio, roofing updates and painting which were both certified as appropriate by the city of Escondido.
- 3. Newspaper articles related to E.E. Clover: I have included this information to support Mr. Clovers time in office as well as his significance to this city at the time as a whole.
- 4. Building record- supports the info produced on site plan and house details prior to permit approved improvements
- 5. Parcel map- additional support as described in #4.



4 PAILY TIMES-ADVOCATE ESCONDIDO, CALIFORNIA

FRIDAY DECEMBER 31, 1948

Four More Persons Accorded Honor Of 'We Salute' Tribute From Times - Advocate in '48

During 1948, it was the privilege of The Times-Advocate to pay tribute to the accomplishments of four individuals in civic life beyond the ordinary requirements of citizenship. These tributes were paid in the form of "We Salute" editorials to call attention to efforts, successful or otherwise, of the individuals in behalf of the community.

It brought to 9 the number of individuals so honored during the past year and a half.

The four honored in 1948 were

WEB BEEBE and JOHN ENGEL — honored for their civic spirit in offers by each of them to donate sections of land as a site for Palomar Junior College. The offers were openly made, but were never openly acknowledged by the old board of trustees of Palomar Junior College.

E. E. CLOVER — for ten years of whole-hearted service as mayor of Escondido. Clover spent long hours in service far beyond that expected for the task.

REVEREND J. H. BURRIEL — formerly pastor at the Free Methodist Mexican mission here, honored for his excellent work in his pastorate.

During 1947, five persons were accorded the honor of a "We Salute" editorial. They were C. M. REED, who helped cut thru the red tape to find out what the plans were about the freeway; A. P. BELEAL, who successfully installed the night football program; POLICEMEN GEORGE PIERCE and BILL RININGER, who jointly solved a robbery here in speedy order, and MRS. TED McCAIN, who successfully arranged for the remodelling of the Woman's clubhouse here. As 1948 ends, Mrs. McCain still has the honor of being the only woman in Escondido civic life to receive this tribute.

WAYNE COMPUTING PUMP INSTALLED AT CLOVER'S

The E. E. Clover & Son Service Station, newly built at the corner of San Diego Boulevard and West Second avenue, has been further improved with the installation of a Wayne computing gasoline pump.

Wilfred Turrentine has taken a position as service man at the E. E. Clover Service Station.

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News

MISS JEAN CLOVER IS HOSTESS AT CLEVER PARTY

Several young people were happily entertained Wednesday evening by Miss Jean Clover, who was hostess at a delightful party held at her home on east Fifth street. Clever games, in which a newspaper theme was carried out in all, kept merriment reigning continually during the pleasant hours spent. In conclusion, delicious refreshments were served by the hostess, aided by her mother, Mrs. E. E. Clover. Those present were the Misses Ernestine Peck, Virginia Kirk, Lucille Wharton, Hulda and Linda Adrian, Beulah Runge, Jean Clover and Messrs. Gail Hunt, Joe Smyer, Charles Stafford, George Farris, Al. Eden, Burl Brown, Harvey Kirk, and Mr. and Mrs. E. E. Clover.

Clover Station Robbed by Over-night Burglar

When attendants arrived at the the San Diego Clover Station on boulevard Wednesday morning they found that a burglar had visited the place during the previous night and gotten away with \$55 in cash which had been hidden in the desk drawer. according to E. E. Clover, proprietor. Entrance had been gained by raising an outside roller door to the garage and the prizing open the inner door to the office of the service station department. Nothing but the cash was taken, checks being left in the Mr. Clover had been gone drawer. since last week, taking a rest at his Encinitas cottage with Mrs. Clover. He was summoned Wednesday and, with Chief of Police Porter Meek, is investigating.

Downloaded on May 18, 2021

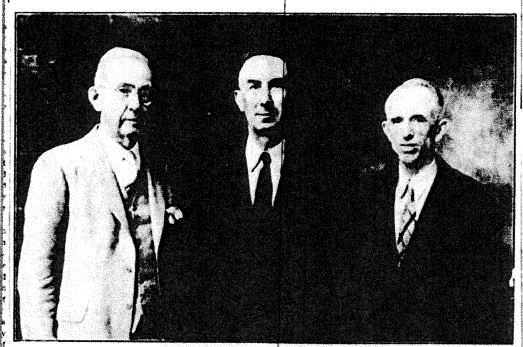
from what they had expected.

Confesses Robbery of Service Station

Escondido police Monday reported that they had obtained a full confession from Marshall C. Plankey, 19, that he had robted the E. E. Clover service station at 124 S. San Diego boulevard July 18. Time for hearing has not been set.

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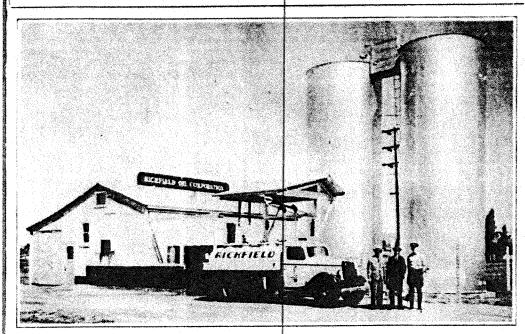
LEADERS OF THE CITY TODAY



Present members of the city council shown in the accompanying picture are John Speer, E. E. Clover and Mayor Fred Cooper. Councilman C. S. Palmeter is on a trip east at the present time and was unable to appear in this picture. John Spaulding has recently resigned as a member of the board and his position has not been filled.

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New Richfield Distribution Plant



Included in the above picture showing the new Richfield distribution plant are three men who are identified with the expansion of Richfield business here. They are, left to right, F. J. Thill, owner of the plant, E. E. Clover, pioneer Escondido Richfield dealer, and Jack Petersen, local agent.

13

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E. E. Clover Files Nomination Paper

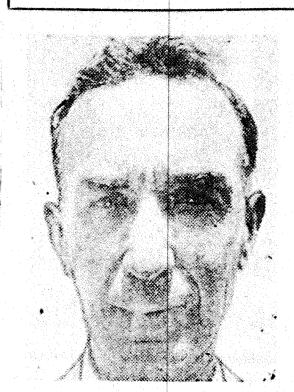
One nomination paper has been filed at the city hall for the office of councilman. Thera Smith, city clerk, has announced. Edgar E. Clover filed his nomination Monday afternoon, she stated.

The municipal lection is to take place on April 12 at which time three councilmen will be voted upon. Those whose terms expire are John Speer, C. S. Palancter and Dr. W. D. Teepie, none of whom has signified be will run again.

Mayor E. E. Clover, responding to the appeal of a great many leading citizens, has reconsidered his original decision not to stand for re-election in the coming April election, and announced Monday afternoon his intertion to make his filing as a candidate for the city council.

Escondido is right now in a very critical stage of growth and development, with plans for new sewage disposal equipment, new sewers and other projects that demand the knowledge experience and ability which Mayor Clover possesses and his new decision is a great advantage for the entire city.





E. E. CLOVER,

Clover's Service Station, 258 West Third St., Escondido chooses to sell Richfield gasoline because it had the stuff to win seven out of the last ten Indianapolis races. "String with the winner, always, is my motto," he says. volumbe alavent, inchember zon

E. E. Clover Elected Mayor, New Officials Sworn In; Committee Leaders Named

Edgar E. Clover was elected mayor of Escondido and new councilmen, city clerk and city treasurer were given the oath of office Monday night at city hall.

First paying honors to Charles S. Palmeter as dean of the council and offering him the mayoralty post, councilmen named and unanimously elected Mr. Clover to the position when Mr. Palmeter declined the office.

Members of the old council first met and canvassed the results of the recent election and counted the absentee ballots. Results were unchanged from Representatives of the Workers Al-those announced by the Times-Advo-liance were present and requested the

Oaths Administered

the election results, Retiring City Clerk lief jobs Thera Smith administered the oath of Resolutions were adopted appr Thera Smith administered the oath of office to the incoming officials. First the bords posted by City Clerk Ashley was Harold Boyle and then Chester and City Treasurer Bardley.

Clark, new members of the council. Then followed City Treasurer George

Mayor Clover's first action in office the council of the Bartley and City Clerk Guy B. Ashley, was to name committee chairmen. They The retiring council then adjourned are:

Before passing the gavel to his successor, Retiring Mayor Fred Cooper expressed appreciation to fellow members of the council and city officials for cooperation during his term of office. Offices of the city clerk and clerk of He also thanked the Times-Advocate the water department were separated for working in harmony with the coun-

for mayor were opened. Councilman water fund carried the entire burden. for mayor were opened. Councilman water fund carried the entire burden. Boyle first presented the name of Councilman Palmeter, but the latter declined in favor of Councilman Clover. Before proceeding with the business at hand. Mayor Clover expressed appreciation for the honors and said that he up several routine matters. Adjourn-housed in fill the office to the complete ment was at should 10.30. hoped to fill the office to the complete ment was at about 10:30.

satisfaction of the public and city associates.

cate the day following the election and council to take action to provide projthe absentee ballots made little differ-ence in the final figures. ects for WPA workers. The written re-quest was filed, but councilmen assured the alliance representatives that they After passing a resolution to accept would give attention to providing re-

Finances: Clark. Water: Palmeter. Parks and sewer: Speer. Street and fire department: Boyle. Police department: Clover.

cil.

Bouquets to Mayor

Tributes were paid to Mayor Cooper by Mr. Clover and Councilman John

Street for his attention to distance the state of the SS for-

by Mr. Clover and Councilman John month hereafter, instead of the peo forSpeer for his attention to duty, for merly obtained.

It was decided to delay making a decision as to just what funds the salstrong momentous questions.

It was after the passing of "bouquets" from Hereaftore the general fund and the salfrom Hereaftore the general fund and

A PROCLAMATION

To the People of Escondido, Greetings!

While it is fitting that we should have in mind Kindness To Animals throughout the entire year, I wish to call on the people of Escondido to give particular attention this week to thought of our dumb friends. I urge that schools, churches and the public in general stress kindness during this week. With this in mind, I hereby proclaim the week beginning Monday, April 15, Kindness to Animals Week, and Sunday, April 21, as Humane Sunday in the City of Escondido.

In making this proclamation I join other city officials of the state in voicing appreciation for the efforts of the humane societies whose activities have made Kindness to Animals Week the proportions of a public occasion. Let us join in cooperating with the Humane society in its commendable work for the advancement of all society.

April 15, 1940.

Signed: EDGAR E. CLOVER, Mayor of the City of Escondido.

SHORT MEETING

INSURANCE PROVES "STUM-BLING BLOCK" IN PROCEED-INGS OF CITY BOARD

OF COUNCILMEN

There was little of outstanding interest for those in attendance at the meeting of the city demoi! Tuesday night turt: the matter of awarding contracts for insurance for the city came up. Then the councilmen were as puzzled over bids as they were the previous meeting at which time they decided to again call for bids.

Several local insurance agents submitted bid- for the insurance business and the bids were close. Two motions made by conneilmen relative to the award of the business failed for lack of seconds. After discussion had consumed the best part of an hour, Councilman F C. Wat made a motion to the effect that the Escondid-Finance company be awarded the msurance business for public habitity and property damage on cars owned by the city or driven for the city, a "ity business; and that Escendaliplunge and park liability insurance business be awarded to H. W. Brewer, Jr. There was no dissenting vote to the motion

The bid for the Escondido Finance company amounted to \$277.52, while the swimming pool insurance business amounted to \$110

At the opening of the meeting E. E. Carver was granted a temperary permit to move his ice house, in conjunction with his service station, to the northeast corner of Second avenue and San Diego boulevard. Mr. Clover also secured a permit to install new tasks and pumps at that corner. He gase announcement that he is planning to neive his service station for a terminal contents.



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: I.2 Date: September 16,2021

TO:

Historic Preservation Commission

FROM:

Jay Paul, Senior Planner

PROJECT:

(SUB 20-0006 and PHG 20-0034) - Design Review for Warmington Residential

Condominium Project Historic Design Element

LOCATION: Approximately 3.47 acres generally located on the eastern side of S. Escondido Boulevard, north of Brotherton Road, addressed as 2200, 2208, 2210, 2222, & 2224 S. Escondido Boulevard, Assessor Parcel Nos. 236-390-02-00/ 236-390-03-00/ 236-390-52-00/ 236-390-52-00/ 236-390-54-00.

APPLICANT: Warmington Residential California Inc.

PROJECT DESCRIPTION: The Escondido Planning Commission approved a proposed land-use development on March 23, 2021, consisting of a Tentative Subdivision Map and Condominium Permit for the development of 62 air-space, three-story condominium units. A Categorical Exemption was issued for the project in conformance with the California Environmental Quality Act (CEQA) Guidelines section 15332 (In-Fill Development Projects).

BACKGROUND: The subject site was previously developed with residential and commercial-type structures and uses, that recently have been demolished as part of the overall project approval. A commercial building located at 2200 South Escondido Boulevard was associated with Charles H. Paxton and his adobe business in Escondido (Adobe Sales Co.). Although Charles Paxton utilized the building for office purposes (from approximately 1946 – 1949) he did not construct the building. Charles Paxton relocated his office in 1949 to his new adobe home located at 2608 S. Escondido Boulevard, which later became the model home for the Longview Acres subdivision.

DESIGN REVIEW: Design review by the Historic Preservation Commission (HPC) is required because a project condition of approval requires the project applicant to prepare an interpretive program on-site that references the property's association with Charles Paxton and his contribution to the adobe construction revival in the mid-twentieth century. An example of an interpretive program may be installation of interpretive signs or a commemorative bronze plaque in a publicly accessible and visible location. The interpretative program shall be reviewed by the HPC.

The vernacular style of the commercial building used by Charles Paxton as his first sales office was not considered a significant historic resource as it was constructed in 1947 as a duplex and only briefly used by Charles Paxton. The building had been modified over the years with many layers of construction. An adobe brick veneer was later added to the western facade. The project

applicant was able to salvage several of the adobe bricks and has proposed to utilize them to construct a low seat/bench with commemorative plaque noting Charles Paxton's use of the site and contribution to the history of adobe construction throughout the area. The bench would be placed in the open space park area of the development. A copy of the concept bench design and draft language is attached.

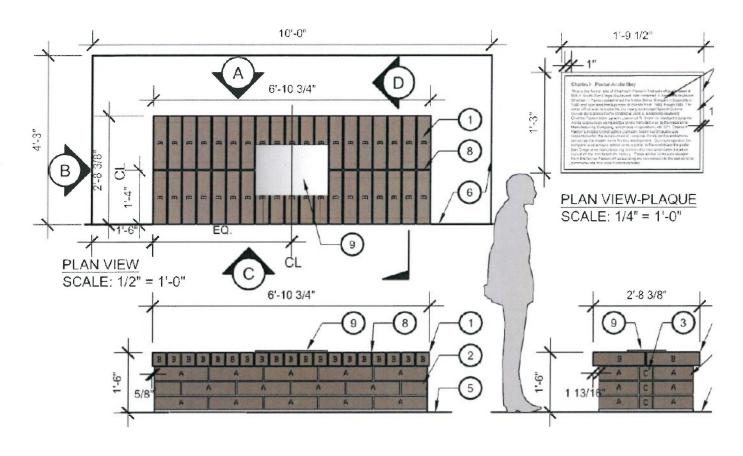
Respectfully Submitted,

Jay Paul Senior Planner

Attachments:

Interpretative Bench Design and Plaque Narrative

Bench Design





Proposed Bench Location

Bronze Plaque Narrative

Charles H. Paxton Adobe Story

This is the former site of Charles H. Paxton's first sales office addressed at 686-E South San Diego Boulevard, later renamed S. Escondido Boulevard. Charles H. Paxton established the Adobe Sales Company in Escondido in 1946 and operated the business at this site from 1946 through 1949. Charles H. Paxton's Adobe Construction Company based out of La Jolla was responsible for the construction of Longview Acres and during its operation, the company was a major adobe brick supplier in Escondido and the greater San Diego area manufacturing millions of bricks which fueled the adobe revival of the mid-twentieth century. These adobe bricks were salvaged from the former Paxton office building into this bench to commemorate his contribution to local Escondido history.



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: I.3 Date: September 16, 2021

TO: Historic Preservation Commission

FROM: Paul K. Bingham, Assistant Planner II

PROJECT: Design Review for Residential Addition (case PL21-0391) to Historic Mills Act

Residence (case HP18-0002)

LOCATION: On a 7800 SF R-1-6 zoned lot within the Old Escondido Neighborhood historic district, addressed as 1102 South Juniper Street, located on the east side of South Juniper Street, south of the intersection with East 11th Avenue, Assessor Parcel No. 233-580-48-00.

APPLICANTS: Nolan Hutton & Morgen Oelkers

PROJECT DESCRIPTION: A proposed 327 SF rear one-story addition to an existing 864 SF historic Late Colonial Revival residence originally built circa 1910. The proposed addition will be attached to a previous dining room addition and its shed roofline will be extended. The addition will provide a slight enlargement to the dining room as well as a laundry room, a much needed bathroom and storage at the back door entry. The proposed addition will largely be unnoticeable from the street and will allow for structural improvements to the existing dining room's sagging roof and replacement of the existing aluminum-frame windows with period appropriate double-hung wood-framed windows. Matching siding will be incorporated into the proposed addition as well as previously approved period-appropriate exterior paint colors. The project proposes to use 16" vertical seam metal roofing on the addition in a dark gray color to match the existing roofing.

BACKGROUND: The subject property was approved for Local Register and Mills Act status in 2018.

DESIGN REVIEW: Design review by the Historic Preservation Commission (HPC) is necessary because additions to Local Register and Old Escondido Neighborhood historic district properties require HPC Design Review per Article 40, Sec. 33-798 of the Zoning Code:

- (e) Review processes. Following the planning division's receipt of a complete application, the director shall determine **the appropriate review process as follows**:
- (1) Minor projects. Minor projects shall be subject to planning division staff review. Minor projects include:
- (A) Placement or removal of exterior objects and the restoration and exterior changes to materials (siding, brick, stucco, metal, etc.) and structures including porches (columns, cornices), roofs (covering, change in shape), any painting of exterior surfaces,

satellite dishes, solar collectors, freestanding walls, fences and retaining walls, and any modifications to historical signs; and

- (B) The following projects involving historic resources listed on the local register **and property located within an historical overlay district**: painting of exterior surfaces, restoration and exterior changes to architectural details and decorative elements (fish scale, shingles, dentils, shutters), porches (trim, railing, ornamentation), exterior staircases, exterior doors, windows, skylights, mechanical systems (window units, exhaust fans, vents), storm windows and doors, security grilles, and fire escapes.
- (2) Major projects. Major projects **shall be subject to historic preservation commission review** prior to staff determination. Major projects include **all new construction (primary structure, out-buildings), additions (including porch enclosures**, dormers, etc.), removal, relocation, change to the site, (grading, parking lots, paving), public right-of-way improvements (curb and, gutter, sidewalks, street paving, driveways, curb cuts, stamped sidewalk), new freestanding signs, street furniture, and any project requiring a plot plan review.

Respectfully Submitted,

Paul K. Bingham Assistant Planner II

Attachments:

Applications, drawings and photos



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

FOR INTERNA	AL USE ONLY
Case No.:	
☐ Major	☐ Minor
Date Received:	
⁼ ee:	
Receipt No.:	
Rec'd By:	
Related Cases:	

DESIGN REVIEW APPLICATION

APPLICANT/CONTACT PERSON	OWNER (If multiple owners/addresses, attach additional sheets as necessary.)
Name (Print): Morgen Delckers	Name (Print): Nolan Hutton & Morgen Delckers
Address: 1102 S. Juniper St.	Address: 1102 S. Juniper St.
City, State, Zip: Escondido, CA 92025	City, State, Zip: Escondido, CA 92025 (Norgen)
Phone: (619) 309 - 8627	Phone: (619) 888-7481 (Nolan) (619) 309-8627 \$
Fax: N/A	Fax: N/A
E-mail: morgenoeickers agmail.com	E-mail: 4nolanhutton agmail. com
Signature: May Dulck	Signature: (authorizing applicant to submit application)
SITE INFORMATION	ARCHITECT/ENGINEER
Address: 1102 S. Juniper St.	Name (Print): John Oelckers
Assessor Parcel No.: 233-580 - 48-00	Firm: (previously) John Delckers General V
Property Size: 200 per and 7,800 sq. ft.	Address: 10167 Ramona Dr.
Building Size: Existing: 864 (permitted)	City State, Zip: Spring Valley, CA 91977
Proposed: MM (permitted)	Phone: (619) 92 5 - 5048
General Plan Designation:	Fax: V/A
zone: Single Family Dwelling - Residentia	E-mail: joelckers asbcglobal. net
Overlay Zone:	Registration/License No.: Retired general Contractor
Environmental Status:	Signature:
Project Description and Intended Uses (use additional sheet	s if necessary): 327 Square foot addition
on the Southeastern corner	of our home (mostly unable to
be seen from the street. The activities the activities of an addition (din	and some that was added anto
our Late Colonial Revival (1910) 1	nome years ago. The addition would
Slightly enlarge our small dining	room by a few feet (39 square
feet), as well as add a much	room by a few feet (39 square needed bathroom, laundry room,
	/mudroom area (totaling 327 square feet).

Design Review Application-page With the exception of the enlarged dining room, the rest 2 of the addition would be on the rear side of the home and would not be visible from the street view. By enlarging the dining room, we will also provide ourselves the opportunity to build the room to code and get it permitted whilst addressing the Sagging issues with that particular section of roof which requires us to reframe it entirely anyway. Adding a laundry room allows us to remove the washer and dryer from our daughter's closet so she can feel like she actually has a bedroom that is hers that she is proved and excited to call hers. Adding a bathroom will solve our traffic jam issues that go along with a 1910 historical home with only one bathroom. we will also be able to include Storage areas throughout the mudroom/laundry areas which will also help us so much . We will use wood siding to match our original home. We will improve the a aesthetic of the dining room by removing the aluminum windows that are currently in the dining room. We will include wood double hund windows in all new Square footage. We will use historical committee approved Dunn Edwards paint colors that match what we have used on the rest of our home: "Wax Wing" + "Antique Paper" (door and window trim + black on windows unique opportunity for us because we have the help of my father, a retired contractor who is a high quality builder.



CITY OF ESCONDIDO

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Related Cases:	

CERTIFICATE OF APPROPRIATENESS APPLICATION

	APPLICANT/CONTACT PERSON	OWNER (If multiple owners/addresses, attach additional sheets as necessary.)
	Name (Print): Morgen Oelckers	Name (Print): Nolan Hutton & Morgen Delckers
	Address: 102 S. Juniper St.	Address: 102 S. Juniper St.
	City, State, Zip: ESCONdido, CA 92025	City, State, Zip: Escondido, CA 92025
	Phone: (619) 309 - 8627	Phone: (19) 888-7481
	Fax: NA	Fax: N/A
	E-mail: Morgenoelckers@gmail.com	E-mail: 4nolanhutton @gmail.com
	Signature: Morgan Orlan	Signature:
	\mathcal{O}	authorizing applicant to submit application)
	SITE INFORMATION	LANDMARK/LOCAL REGISTER INFORMATION (if applicable)
	Property Address: 1102 S. Juniper St.	Historic Designation:
	Assessor's Parcel Number: 233 - 580 - 48-00	☐ Local Register ☐ State ☐ National
	zoning: R-/ Residentia/	Date of Designation:
	Historic Status:	Mills Act: Yes □ No
	Downtown Specific Plan: Yes No	
		foot)
	PROJECT DESCRIPTION/PR	OPOSED IMPROVEMENTS: (327 Square foot)
	THE CHE STEKING CLEZIAN UDDAGAG	11 for a room addition op
	the South/rear side of our	3 404
		line of an addition (dining
	room) that was added onto	our Late Colonial Revival
	home years ago. The addition	n would enlarge the dining
	room U by a tew feet while	maintaining the existing
	look and design of what currently Jexists. Additionally	
	we would extend that roo	ofline going East and would Is
		ack door entry way to
		We are a family of 4 with
	one bathroom which is challeng	T
	dining room) enlargement Itimi	provements, we'd be able to fix
roof+	DOWN I LAT IS MALL ALL MINISTER	rmitted room addition. We have
	tuture plans to tlar down the	build another shed-style addition ing East. This would be done to

enlarge that unpermitted room and improve the Cert. aesthetic of it by continuing the original roofline Approp. of the house. We plan to do that portion in 22-3 page years (see drawing/sketch of "future addition" 2 years). At this time however we are just trying to solve our immediate issues by adding the mudroom/laundry room/bathroom + enlarging the dining room. We will be using wood siding to match the original siding on our home. We will be installing all wood, double hung windows and will replace the associaluminum windows in the dining room (existing) with wood, double hung windows. Twe would like to use 16" vertical seam metal roofing on the shed-style addition in a dark gray color that matches our charcoal gray roof on the main house. We think it more attractive and more functional than the rolled roofing normally required for roofs with a slight pitch, like our proposed shed-style roof addition. Additionally the wood siging would be painted with Dunn Edward "Wax Wing" color paint and the trim around windows would I be painted with "antique paper" (white) paint by Dunn Edwards. The wood windows would be painted black to match the vest of the home.

City of Escondido HISTORIC RESOURCES INVENTORY

TIFICATION AND LOCATION

. Historic Name

2. Common or Current Name

3. Number & Street 1102 South Juniper Street

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

Cross-Corridor

Zip 92025 County: San Diego

City: Escondido Vicinity Only 4. UTM zone

B N36637,20 C Zone 11

5. Quad map No.

A F4933.70

Parcel No. 233-580-48

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.

Medium-width clapboards sheath this rectangular, single-story house. The gable runs front (west) to back and has exposed beam ends along the sides (sometimes covered by gutters). An offset hipped roof porch has two tapered wooden posts trimmed on molding. The frieze across the front of the porch has arched corners. A pair of double-hung wood-sash windows are placed beside the centered front door with a single double-hung wood-sash window on the north end. Another pair of double-hung wood-sash windows is used on the south facade near the front facade with a single window in the center. The south facade also contains a shed-style addition with clapboard siding and aluminum windows. The porch and foundation are

The architectural style is: Late Colonial Revival

The condition is: good

The related features are: tin roofed vetical board garage directly behind house

The surroundings are: residential; densely built-up

The boundaries are:



- 8. Planning Agency City of Escondido
- 9. Owner and Address Dean and Helm O. Ramsay same
- 10. Type of Ownership private
- 11. Present Use residence
- 12. Zoning
- 13. Threats none known

HISTORICAL INFORMATION

1102 - So, guniper

14. Construction Date(s) c1910

Original location unknown

Date moved

15. Alterations & date addition with aluminum windows to south side

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.

!O. Sources

- 21. Applicable National Register criteria
- 22. Other Recognition: State Landmark Number
- 23. Evaluator
 Date of Evaluation 1990
- 24. Survey type
- 25. Survey name
- 26. Year Form Prepared 1983
 By(Name) Donald A. Cotton Associates
 Organization Revised by AEGIS 1990
 Address 111 Spring Street
 City & Zip Claremont, CA 91711
 Phone (714) 621 1207

Dear Historical Preservation Committee,

My name is Morgen Oelckers. My husband, Nolan Hutton, and two children--Buster (age 7) and Juliette (age 3.5)--and I all live at 1102 South Juniper Street in Old Escondido—and we LOVE it here! When I was pregnant in October 2017 we bought our charming two bedroom (plus one unpermitted 3rd bedroom/bonus room) + one bathroom Late Colonial Revival home built in 1910--our first ever home purchase. This house felt right to us from the beginning—with its charm, character, location and a great story behind it (Earl P. Schnack--owner of the first car dealership in Escondido--and his wife Lena lived here for quite awhile). Additionally, my aunt lives on East 7th and our good friends live on East 9th, which makes it even better. We are very invested and love our neighborhood and home even more now after giving it a lot of TLC including resheathing and reroofing it, scraping and filling the original wood siding of the entire house (which was peeling and in disrepair) and finishing it off with a brand new, much needed paint job. Additionally, we have put in a tankless water heater and replaced an old heating and air conditioning system. We have hopes of this being our forever home but must address a few recurring issues that go along with that 1910 charm that we love and fully intend to uphold.

The main challenges we face include having only one bathroom, the washer and dryer being rigged in our daughter's only bedroom closet and a small dining room (with sagging roof framing) that was added on, presumably, in the 1970s (or maybe earlier) without permits which is very tight quarters for our dining room table and chairs alone to fit, but we also are using it for homeschooling materials. One major problem in the dining room that we are faced with that was apparent at physical inspection and became even more clear when we stripped the dining room shed-style roof to reroof it, is that there are major sagging issues with the framing of that particular section of roof. We knew it needed to be redone and now is the time to address it. The roof needs to be reframed and since it needs to come off completely and be rebuilt altogether, while we're at it, we would like to enlarge the room by 3 feet plus the 2.5 foot pop out window for a total of 39 square feet (please see floorplan drawings) which will maintain and replicate the design and look of the original room addition and will make it work more

functionally for our family whilst removing the existing aluminum windows and putting in wooden double hung windows that match the rest of the house's original windows. Changing out the windows alone will improve the overall aesthetic of this pre-existing room addition, while enlarging slightly it will allow more space for our dining room table, chairs and homeschooling materials. This still allows plenty of driveway space/width, maintaining building code regulations of 10+ feet.

In our busy home of four individuals with two growing children (i.e. we are passed being able to have our daughter use the potty training potty in a pinch) one bathroom is no longer functional for us. We are proposing drawings of our design plan and seeking design approval to add an additional bathroom on the rear side of the home.

Additionally, when we purchased the home the washer and dryer were plumbed and rigged in the closet of what would later become our daughter's bedroom. The way it is done is certainly not to building department code, not to mention it is an eye sore occupying our daughter's only closet. We are proposing a design plan and seeking approval for the laundry room addition

As mentioned above, to remedy the issues above we are proposing approval of an addition on the rear side of the home which will attach to the existing dining room addition (which we are hoping to expand by a few feet in the process). By approving our project, you will directly be improving the quality of our family's life and we will be forever grateful! The project we are proposing will maintain the integrity of the home as it looks today. We will be installing all wood double-hung windows that are consistent with those installed at the time the home was built in 1910. In addition, the majority of the square footage will be tucked in the rear of the home and not visible when standing in the front of our home. We will be using wood clapboard siding, also consistent with the wood siding on our 1910 home. We would like to propose metal roofing on the shed style roof of the dining room and new addition as the pitch is slight and can only accommodate either rolled roofing (not attractive) but can accommodate metal roofing which gives visual interest, although you won't be able to see it unless you were in a helicopter or on the roof.

We thank you so much for your time and careful consideration of our home project. We look forward to working with you again in the future when we hope to rebuild our daughter's room (unpermitted on rear of house) to code as well.

Respectfully submitted,

Morgen Oelckers and Nolan Hutton

Proposed Materials for Room addition:

- 1. Wood Clapboard Siding painted to match the exterior of home (Dunn Edwards "Wax Wing" DEW329 RL#047)
- 2. Double hung wood windows painted to match the rest of our double hung windows (Dunn Edwards "Black")
- 3. 2 exterior doors to match the style of a colonial/craftsman home
- 4. Metal roofing: 16" vertical seam in a charcoal gray to match the charcoal gray color of our existing composite shingle roofing
- 5. Dunn Edwards exterior paint to match the existing house in "Wax Wing" (siding) and "Antique Paper" (trim around the doors and windows) and "Black" on the exterior of the double hung windows and doors



Southwest (front) view as seen from Juniper Street

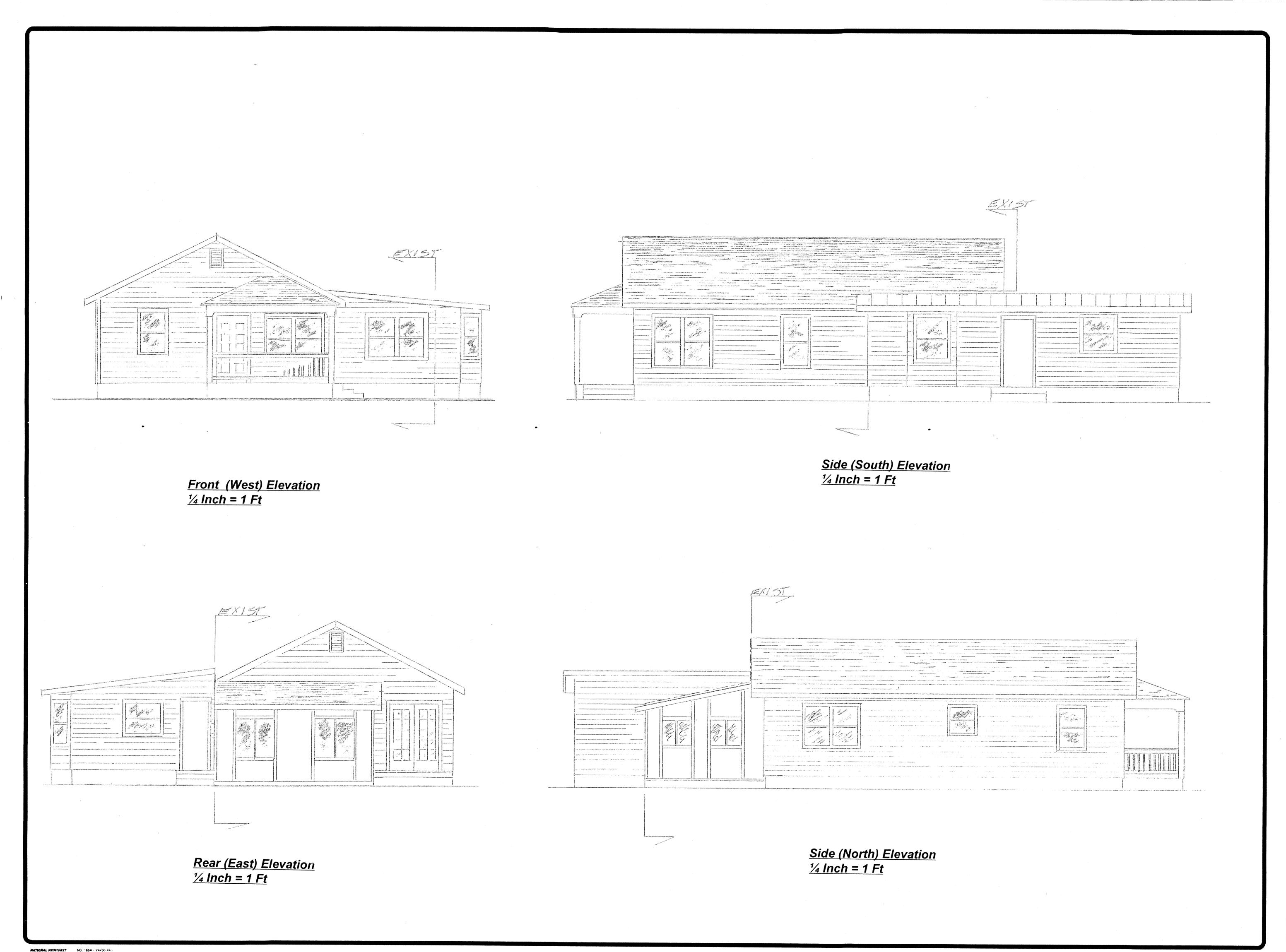


South side view (front)







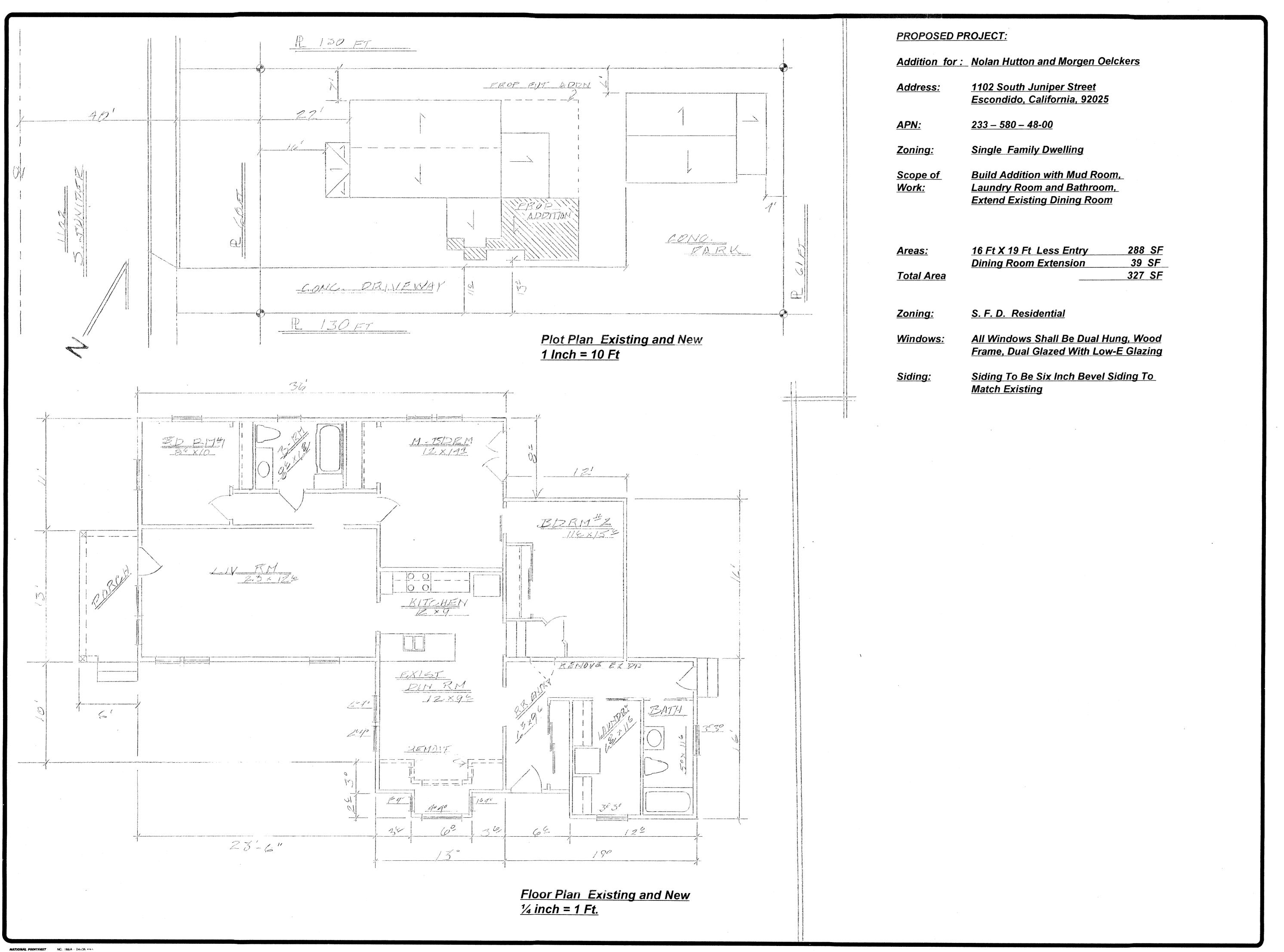


REVISIONS BY

Nolan Hutton and Morgen Oelckers
1102 South Juniper Street
Escondido, California, 92025

Sheet 2 Elevations

DRAWN
CHECKED
DATE
DATE
SCALE
JOB NO.
SHEET



REVISIONS BY

Addition for:
Nolan Hutton and Morgen Oelckers
1102 South Juniper Street
Escondido, California, 92025
Phone No: (619) 888-7481

Sheet 1
Plot Plan and Floor Plan, Existing and

DRAWN
CHECKED
DATE
SCALE
JOB NO.
SHRET