



Meeting Date: 12/11/07

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Nicole Doner, Associate Planner *ND*

Agenda Item No. I-4

Reviewed By: City Manager *SM*

City Attorney

Finance *SW*

Other (Specify)

DATE: November 26, 2007

TO: City Council

FROM: Susan L. Martin, AICP, Planning Manager
Development Services Department *SMartin*

SUBJECT: Approval of Mills Act Contract for Ventura County Landmark No. 161, 102 North "F" Street, Peter J. Weinerth, Applicant.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Mills Act contract with Peter J. Weinerth (A-6980) to maintain and preserve historic property located at 102 North "F" Street through a reduction in property taxes.

DISCUSSION

On April 10, 2007, the City Council adopted a resolution authorizing Mills Act agreements for property tax relief contracts with owners of qualified historic properties who agree to restore and/or maintain their historic properties according to the Secretary of the Interior's Standards for the Treatment of Historical Properties guidelines.

Mr. Peter J. Weinerth has requested a Mills Act contract for his residence at 102 North "F" Street, known as the MacFarlane House, built in 1912, and included in the Henry T. Oxnard Historic Area (Ventura County Landmark No. 161 –Attachment 1). The Ventura County Cultural Heritage Board staff conducted a visual inspection of Mr. Weinerth's property to determine the existing condition of the exterior structure and surrounding property and found the property in good condition. On November 28, 2007, the Ventura County Cultural Heritage Board (CHB) reviewed the proposal and developed specific requirements set forth in Attachment 3 (Historical Property Contract) that outline rehabilitation measures for the life of the contract and recommends approval. If approved, this will be the first property with a Mills Act contract in Oxnard.

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the establishment of a Mills Act contract is a discretionary action defined as a CEQA project. This action falls under a Class 2 CEQA exemption, "Replacement or reconstruction of existing structures on the same site having substantially the same use."

000021

Mills Act Contract

December 11, 2007

Page 2

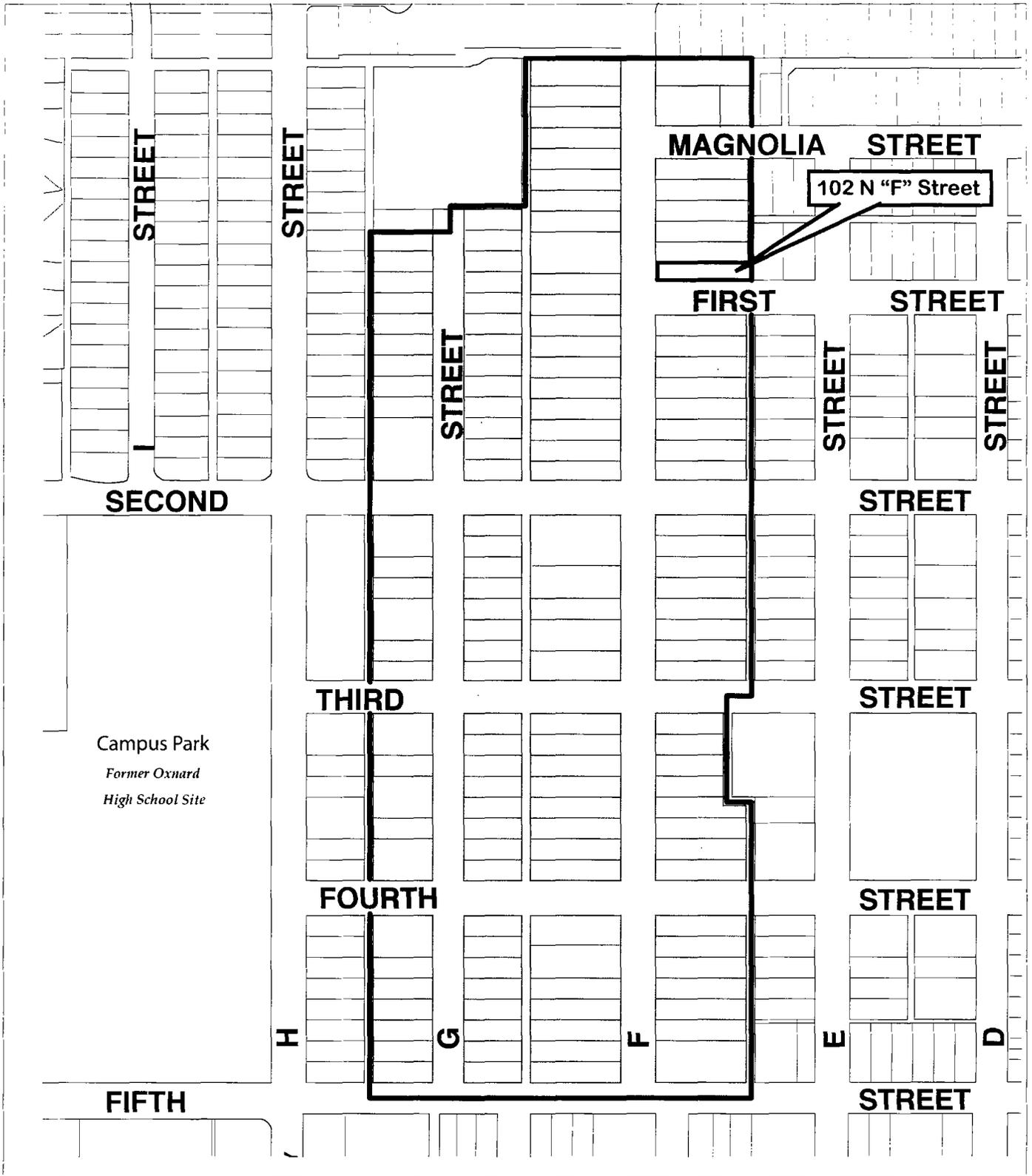
FINANCIAL IMPACT

Approval of a Mills Act contract would result in the annual loss of property tax revenue to the City of approximately \$400 to \$600 as the Mills Act has the effect of freezing the assessed base value of the property.

ND/nd

- Attachment #1 - Henry T. Oxnard Historic Area location map
#2 - November 28, 2007 Ventura County Cultural Heritage Board Minutes
#3 - Mills Act Historical Property Contract (Agreement A-6980)
#4 - Notice of Exemption

000022



City of
Landmark No. 161
Henry T. Oxnard Historic Area



000023

ATTACHMENT /
 PAGE / OF /

Oxnard Cultural Heritage Board

November 29, 2007

TO: Nicole Doner
FROM: Kim Hocking
Staff, Oxnard Cultural Heritage Board
SUBJECT: 102 No. F Street, Oxnard; Mills Act Contract Approval

At its meeting of November 26, 2007 the Board approved a Mills Act Contract for 102 North F Street contingent upon a site tour by a Committee empowered to find the site to be of excellent historic integrity. On November 27, 2007 the Committee confirmed this finding. Therefore, the Contract is approved.

000024

ATTACHMENT 2
PAGE 1 OF 1

RECORDING REQUESTED BY:
City of Oxnard

Request recording without fee. Record for
benefit of the City of Oxnard pursuant to
Section 6103 of Government Code

WHEN RECORDED MAIL TO:
Oxnard City Clerk's Office
305 West Third Street
Oxnard, California 93030

A-6980

HISTORICAL PROPERTY CONTRACT

THIS AGREEMENT is made and entered into by and between

CITY OF OXNARD, State of California,

hereinafter called ("CITY") and

Peter Weinert

hereinafter called ("OWNER")

RECITALS

OWNER possesses and owns real property located within CITY, as described in Exhibit A, attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, is not exempt from property taxation, and is either: (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations; or (b) listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places or landmarks. The real property is hereinafter referred to as the "Historical Property."

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

Both CITY and OWNER desire to preserve the Historical Property and, when necessary, to restore and rehabilitate the Historical Property to retain its characteristics as property of historical significance.

000025

A G R E E M E N T

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

1. Agreement Subject to California Government Code Sections 50280-50290

This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes.

2. Furnishing Information

OWNER shall furnish CITY with any information requested by CITY to enable CITY to determine the eligibility of the Historical Property to be classified as qualified historical property.

3. Preservation, Restoration and Rehabilitation of Property

OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions:

- a. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property. A list of the minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement, is attached hereto as Exhibit B and incorporated herein by this reference.
- b. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation and the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with schedule of rehabilitations attached hereto as Exhibit C and incorporated herein by this reference.

4. Inspections

OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by CITY's Cultural Heritage Board representative(s), the Assessor of Ventura County, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine OWNER'S compliance with this Agreement.

000026

ATTACHMENT 3
PAGE 2 OF 11

5. Annual Fee

Each year on the anniversary date of this Agreement, OWNER shall pay an annual fee of \$100 to CITY's Cultural Heritage Board for inspection of the Historical Property by Cultural Heritage Board representative(s).

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2008 to and including December 31, 2017.

7. Notification by Owner

OWNER or an agent of OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of the execution of this Agreement.

8. Automatic Renewal

On the anniversary date of this Agreement, one year shall be added automatically to the initial ten year term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.

9. Notice of Nonrenewal

If in any year either OWNER or CITY desires not to renew this Agreement, that party shall serve written Notice of Nonrenewal on the other party in advance of the annual renewal date. Unless the Notice is served by OWNER at least 90 days or by CITY at least 60 days prior to the renewal date, one year shall automatically be added to the term of this Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from CITY, OWNER may make a written protest. At any time prior to the renewal date, CITY may withdraw its Notice of Nonrenewal.

10. Effect of Notice of Nonrenewal

If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

11. Cancellation

CITY may cancel this Agreement if CITY determines OWNER has breached any of the conditions or covenant of this Agreement or has allowed the Historical Property to deteriorate to the point that it no longer meets the standards for qualified historical property. CITY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.

000027

ATTACHMENT 3
PAGE 3 OF 11

12. Notice of Cancellation

This Agreement cannot be cancelled until after CITY has given notice and has held a public hearing regarding the grounds of cancellation set forth in paragraph 11. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property and to each owner of property within the historic zone where the Historical Property is located, and shall be published in accordance with Government Code Section 6061.

13. Cancellation Fee

If CITY cancels this Agreement in accordance with paragraph 12 above, OWNER shall pay a cancellation fee of 12-1/2% of the current fair market value of the Historical Property at the time of cancellation, which shall be determined by the Ventura County Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Ventura County Auditor-Controller at such time and in such manner as he or she shall prescribe. The Ventura County auditor shall allocate the cancellation fee to each jurisdiction in the tax rate area in which the Historical Property is located in the same manner as he or she allocates the annual tax increment in that tax rate area in that fiscal year.

14. Alternative Enforcement

As an alternative to cancellation of this Agreement for breach of any condition, CITY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.

15. Notices

All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be that last known address on CITY records, and CITY's address shall be: Planning and Environmental Services Division, Attn: Cultural Heritage Board, 305 West Third Street, Second Floor, Oxnard, California 93030. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

16. No Compensation

OWNER shall not receive any payment from CITY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the Historical Property on account of the restrictions on the use and preservation of the Historical Property.

000028

17. Remedy if Agreement Held Not an Enforceable Restriction

If a court determines, and that determination is not appealed or is upheld on appeal, that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of 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 Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

18. Eminent Domain Proceedings

In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by CITY to frustrate the purpose of this Agreement, the Agreement shall be cancelled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.

19. Recordation

No later than 20 days after CITY enters into this Agreement, the City Clerk of the City of Oxnard shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories). This Agreement shall be recorded on or before the lien date for the fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq., will apply. From and after the time of recordation, this Agreement shall impart notice thereof to all persons, as is afforded by the recording laws of the State.

20. Successors and Assigns

This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

IN WITNESS WHEREOF, CITY and OWNER have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this _____ day of _____, 20 _____.

000029

ATTACHMENT 3
PAGE 5 OF 11

CITY OF OXNARD

OWNER

Dr. Thomas E. Holden, Mayor

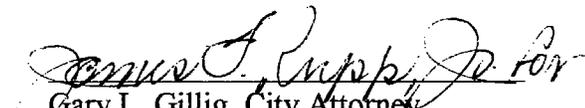


Peter J. Weinerth, owner

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

Edmund F. Sotelo, City Manager

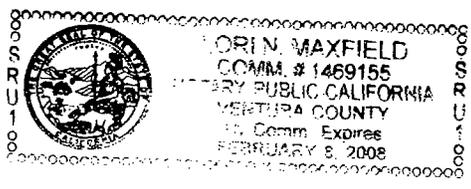
000030

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Ventura } ss.

On November 30, 2007 before me, Lori N. Maxfield, Notary Public
personally appeared Peter Weinerth

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Lori N. Maxfield
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Historical Property Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



000031

ATTACHMENT 3
PAGE 7 OF 11

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA. AND IS DESCRIBED AS FOLLOWS:

Lot 9 of the Re-subdivision of Henry T. Oxnard Subdivision, in the City of Oxnard, County of Ventura, State of California, as shown on a Map recorded in Book 5, Page(s) 49 of Maps, in the office of the County Recorder of said County.

Except the East 12 feet thereof as described in deed to the City of Oxnard, for the purpose of a public alley recorded September 10, 1925 in Book 78 page 310 of Official Records.

APN: 202-0-041-060

Address: 102 North "F" Street, Oxnard, 93030

000032

Exhibit "A"

ATTACHMENT 3
PAGE 8 **OF** 11

Standards and Conditions for Maintenance, Use and Preservation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Source: United States. Secretary of the Interior's Standards for Rehabilitation.

Exhibit "B"

000033

ATTACHMENT 3
PAGE 9 OF 11

Significant Characteristics of the Property to Be Preserved

The Craftsman architectural style

Cross gable

Low pitched roof

Exposed roof beams and rafters

Cantilevered second story.

Wood shingle siding on all original on-site structures.

Craftsman style casement windows with three small panes on top of each window

Stained and varnished woodwork, no paint, in the Living room, Dining room, and Sitting Room.

Downspouts

Maintain Australian tea tree through its natural life

Maintain original interior light fixture(s)

Exhibit "B"

**TEN YEAR HISTORIC PROPERTY SCHEDULE OF
REHABILITATIONS**

- Repair roof
- Repair shingle siding as necessary
- Change light fixtures that are not original-find antique or reproductions in same style
- Change front door hardware to something close to original
- Change hardware in kitchen to original style
- Maintain landscaping

Exhibit "C"



NOTICE OF EXEMPTION

Project Description:

A request to approve a resolution approving a Mills Act contract for property and all structures located at 102 North "F" Street, Oxnard. The property known as the MacFarlane House was designated as part of the Henry T. Oxnard Historic Area (Ventura County Landmark No. 161) by the Oxnard City Council on September 14, 1999 and was added to the National Register of Historic Places as a Historic District on February 5, 1999. The site is an 11,459 square foot parcel (APN 202-0-041-065) zoned Single Family Residential (R-1) and is located in the Wilson Neighborhood. The proposed project is exempt from environmental review under Section 15302 (Replacement or reconstruction of existing structures on the same site having substantially the same use) of the CEQA Guidelines. Filed by Peter J Weinerth, 101 North "F" Street, Oxnard, CA 93030.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above-proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- Ministerial Project
- Categorical Exemption
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with the California Environmental Quality Act Guidelines and Section 15302 of the California Code of Regulations, projects involving "replacement or reconstruction of existing structures on the same site having substantially the same use." Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment.

(Date)

Susan L. Martin, AICP
Planning Division Manager