



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
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Juan Martinez, Associate Planner *jm* Agenda Item No. *I-5*
 Reviewed By: City Manager *MMH* City Attorney *SMF* Finance *mm* Other (Specify) _____

DATE: November 30, 2009

TO: City Council

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

SUBJECT: Planning and Zoning Permit No. 09-680-01 (Mills Act Property Tax Abatement Program), The Murphy House, 205 South F Street. Filed by Jerhee R. Fitzgibbons, JRF Properties CA, LLC.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Mills Act Contract (City Contract No. A-7246) with Jerhee R. Fitzgibbons, JRF Properties, CA, the property owner to maintain and preserve a historic property located at 205 South F Street through a reduction in property taxes.

DISCUSSION

On April 10, 2007, the City Council adopted Resolution 13,215 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.

Jerhee R. Fitzgibbons, has requested a Mills Act contract for the historic residence located at 205 South F Street, within 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 the property to determine the existing condition of the exterior structure and surrounding property and found the property in good condition. On November 9, 2009, 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 fourth 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 Section 15331 a Class 31 CEQA exemption, “limited to maintenance, repair, stabilization,

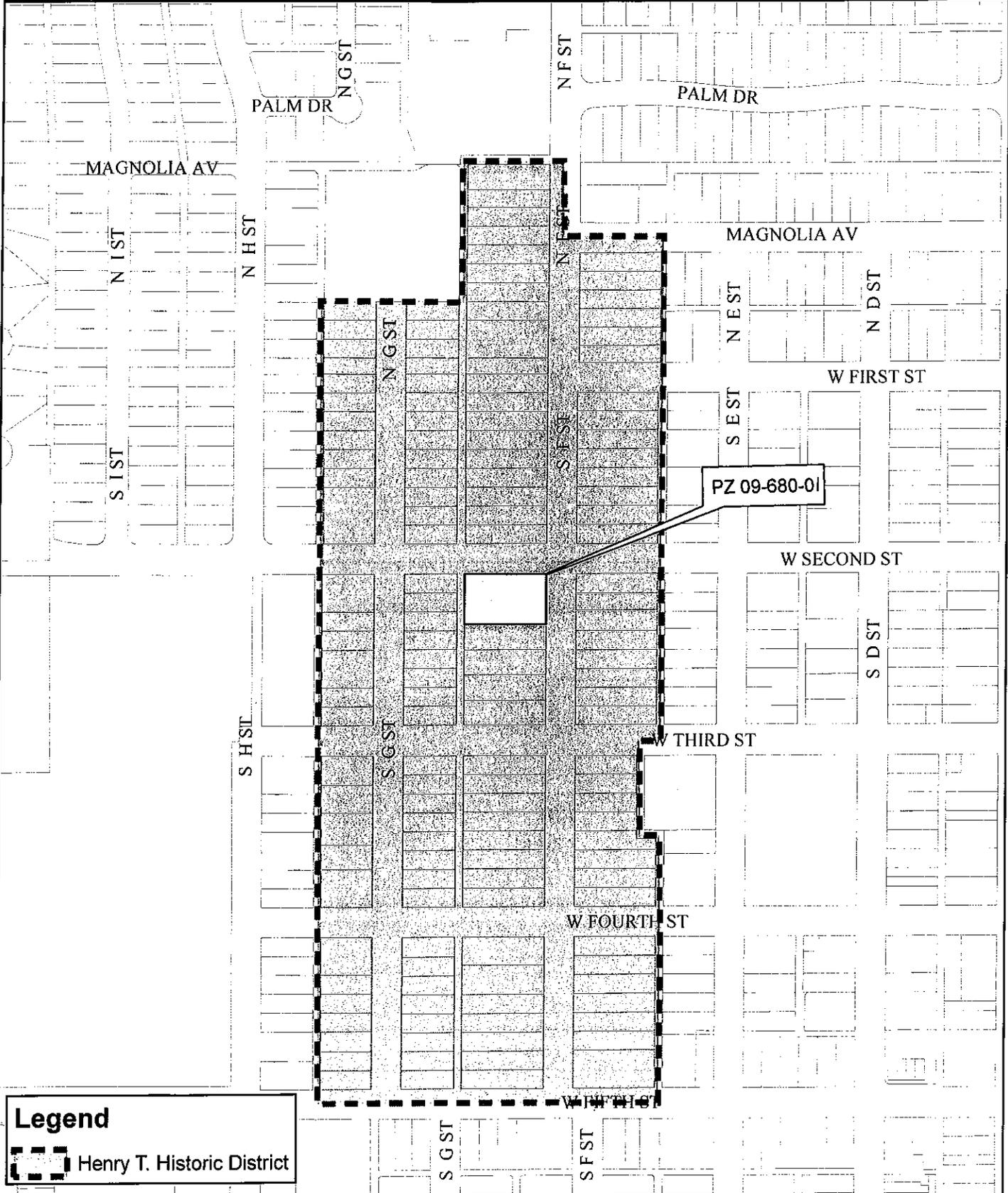
rehabilitation, restoration, preservation, conservation or reconstruction of historical resources consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties".

FINANCIAL IMPACT

Approval of a Mills Act contract would result in the annual loss of future 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.

Attachment

1. Henry T. Oxnard Historic Area location map
2. Ventura County Cultural Heritage Board Minutes of November 9, 2009
3. Mills Act Historical Property Contract (City Contract No. A-7246)



Legend

 Henry T. Historic District



PZ 09-680-01
 Location: 205 S F Street
 APN: 202007201
 The Murphy House

 Feet
 0 80 160 320 480 640

Mills Act Map
 Henry T District
 ATTACHMENT _____
 PAGE _____ OF _____



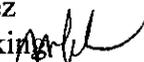
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PLANNING DIVISION
CITY OF OXNARD

Oxnard Cultural Heritage Board

To: Juan Martinez

From: Kim Hocking 

Subject: 205 South F Street, Mills Act Contract Approval

At its meeting of of November 9, 2009, the Oxnard Cultural Heritage Board recommended approval of a Mills Act Contract by the Oxnard City Council for the property at 205 South F Street.

If you have any questions on this matter please contact me.

**Ventura County Cultural Heritage Board Minutes
November 9, 2009**

Absent: Don Shorts

Minutes were approved as read.

**Item No. 4. Proposed Navy Laser Testing on the Pt. Mugu Sea Range, Section 106
Comments**

Staff reported.

After discussion Steve Schafer moved to find that there was no adverse effect from the project. 2nd Ricki Mikkelsen. Do pass.

**Item No. 5. Site of Merit, 386 Avenida de la Vereda, Ojai Area: Two Existing Storage
Sheds with Proposed Porch, Violation Compliance, Review Comments**

Staff reported.

Board comments: Steve Schafer questioned why the Board should be concerned with two small sheds way in the back of this 223' yard?
Carol Alary, applicant representative, answered questions.

Motion: Steve Schafer, to find that the project is insignificant and causes no adverse effects on the site of merit. Miguel Fernandez, 2nd. Do pass.

Item No. 7. Landmark 165, 205 South F Street, Oxnard; Proposed Mills Act Contract

Staff reported.

The Board reviewed the numerous photographs of the site: interior, yard and exterior. Mrs. Fitzgibbons, the applicant, assisted in the photo tour.

After further discussion, regarding Exhibit B, the Board added Gable ends, treatments and vents; cedar siding, exposed roof framing, landing with brick steps and 9 panel door and side lights; striking brown shingles, curved sidewalk, two iron hitching posts, louvered shutters, exposed beams, wooden siding on main house, open front porch with brick steps and wrought iron railings.

Regarding Exhibit C, the Board added: painting of the house, removal of the solar panels, and replacing the aluminum window in the Cook addition with a matching period window (casement); striking the solar panel replacement and the insulation items.

Motion: approve and recommend approval to the Oxnard City Council with the amendments noted and the stipulation that the Title Report be received in a timely manner. 2nd John Kulwicz. Do pass.

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, CA 93030

AGREEMENT A-7246

HISTORICAL PROPERTY CONTRACT

THIS AGREEMENT is made and entered into by and between

CITY OF OXNARD, State of California,

hereinafter called ("**CITY**") and

Jerhee R. Fitzgibbons, JRF Properties CA, LLC

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.

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.

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).

In accordance with City Council Resolution No. 13,215, Section No. 1, such fees shall be increased annually based on Consumer Price Index (CPI) adjustments starting January 1, 2008.

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2010 to and including December 31, 2020.

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.

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 Division, 214 South C Street, 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.

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

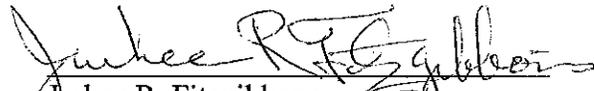
This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

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 15th day of December 2009.

CITY OF OXNARD

OWNER/S

Dr. Thomas E. Holden, Mayor



Jerhee R. Fitzgibbons,
JRF Properties CA, LLC

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:



Matthew G. Winegar, Development Services Director

Exhibit A

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 **63**, of the Re-Subdivision of the Henry T. Oxnard Subdivision, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book **6** page(s) **49**, **inclusive**, of Maps in the office of the County Recorder of Ventura County.

APN: 202-0-072-010

Address: 205 South F Street, Oxnard, 93030

Exhibit B- Historic Property Characteristics of Historical Significance and Minimum Standards and Conditions for Maintenance, Use, and Preservation

Historic Property Characteristics of Historical Significance:

Brick chimneys
Cedar shingle siding
Curved front yard sidewalk
Exposed roof framing
Front landing with brick steps and wrought iron railings
Gables, treatments and vents
Guest house built of narrow cement blocks painted brown
Nine paneled door and sidelights
Original windows
Single story Bungalow architectural style

Minimum 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 C- 10 Year Schedule of Rehabilitations

- 2010-Upgrade sewer for main house (guest house done)
- 2011-Remove old solar system
- 2010-Replace gutters
- 2013-Replace deck on main house
- 2014-Paint house
- 2015-Replace aluminum window in Cook addition, replace and match with period window (casement)
- 2016-Replace redwood gate and fencing of front court yard
- 2017-Replace 2 garage doors
- 2018-Replace/rebuild apron wall around parkway
- 2019-Replace/ repair drive way (Contract, **Exhibit B, part**)