

RESOLUTION NO. 87-169

A RESOLUTION OF THE COUNCIL OF THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN, ON BEHALF OF THE CITY OF POMONA, AN AGREEMENT BETWEEN THE CITY OF POMONA AND PRESERVATION PARTNERS, PRINCIPALS, JOHN KASPEROWICZ AND TERRYAN STEMPLE FOR SALE FOR RELOCATION OF A CITY-OWNED STRUCTURE, THE WEIGLE HOUSE.

DATED August 17, 1987.

BE IT RESOLVED by the Council of the City of Pomona, California, as follows:

SECTION 1. The Mayor of the City of Pomona is hereby authorized to sign, on behalf of the City of Pomona, an agreement between the CITY OF POMONA and PRESERVATION PARTNERS

dated August 17, 1987. A copy of this agreement is attached hereto, marked EXHIBIT A, and by reference made a part hereof.

SECTION 2. The City Clerk is directed to attest the execution of this agreement.

SECTION 3. The Clerk shall certify to the passage and adoption of this resolution, and it shall thereupon take effect and be in force.

APPROVED AND PASSED this 17th day of August, 1987.

ATTEST:

THE CITY OF POMONA

E. Villal
Deputy City Clerk

By Donna Smith
Mayor

APPROVED AS TO FORM:

Patricia Jones
City Attorney

TERMS AND CONDITIONS

The stated purpose of the Swing Loan Program is to provide short-term financing for moving and attendant costs incurred to relocate designated older dwellings. Signatories are to repay the note within nine (9) months of execution of loan documents.

Non-compliance with the terms of this loan shall result in the following:

- Nine (9) percent simple interest rate on the amount of loan disbursed, and
- a decision to exercise option to foreclose on property secured by deed of trust.

Non-compliance is defined as the failure to meet any of these conditions within nine (9) months of execution of loan documents:

- Repayment of loan
- Recordation of cessation of work with County Recorder
- Expiration of lien period

SCOPE OF WORK

Eligible costs for Swing Loan are generally restricted to relocation related expenses, utility connection and securing of structure to foundations, City fees and engineering/architectural design costs:

City Fees	\$ 3,854.00
Site Preparation (Demolition, survey, rough grading	4,000.00
Utility Hook-ups (to property line only)	1,200.00
House (moving related costs, foundation)	14,000.00
Design Fees	10,000.00
Contingency Fee 15%	<u>4,946.00</u>
Total	\$ 38,000.00

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Pomona, California, and signed by the Mayor of said City at a _____ regular meeting of said Council, held on the 17th day of August, 1987, by the following vote, to wit:

AYES: Councilmen: Soto, Gaulding, Nymeyer, (Mayor) Smith.

NOES: "

ABSTENTIONS: 1: .

ABSENT: " . . .

E. Villaral
Deputy City Clerk

6a

THE CITY OF POMONA

August 17, 1987

MEMORANDUM

TO: CITY ADMINISTRATOR

FROM: COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: DISPOSITION OF CITY-OWNED WEIGLE HOUSE

The Council earlier authorized the removal of a publicly owned dwelling to fulfill a lease agreement with Los Angeles County to vacate the site. Repeated attempts to elicit bids have culminated in a proposal from Preservation Partners, principals John Kasperowicz and Terryan Stemple, for the purchase for relocation the Weigle House, a 1905 Classical Revival two-story structure.

Requests for Proposal (RFP) were recently let for a second competitive bid comprised of a bid list of 28 bidders; however, only one bidder, Preservation Partners, responded. As a consequence, negotiations were initiated with Preservation Partners, resulting in terms and conditions as outlined below.

Proposal Terms

Preservation Partners agreed to the following points required for the sale and relocation of the Weigle House to a compatible site:

- o Weigle House to be purchased for lump amount of \$2,257 payable upon Council authorization of sale after which Preservation Partners assumes storage fees until structure is relocated.
- o Structure to be purchased for residential use and relocated as one of ultimately four turn-of-the-century move-on dwellings to a one acre site on N. Gibbs Street at San Bernardino Avenue recently sold to Preservation Partners as City surplus property (vicinity map attached).
- o Structure to be relocated within sixty (60) calendar days of Council approval of zone change (second reading) for the relocation site, Gibbs Street at San Bernardino Avenue.
- o Repayment of City's Swing Loan (Exhibit "A") in the amount of \$38,967 for costs incurred in moving and affixing the Weigle House to the N. Gibbs site, with subsequent repayment within nine (9) months of execution of loan documents subject to foreclosure on Gibbs site for failure to perform.
- o Fulfillment of Conditional Use Permit (CUP) requirements involving relocation and site development standards.

- o Rehabilitation of dwelling to be sympathetic to the era of construction and exterior work to be in conformance to Secretary of Interior's Standards for Rehabilitation.
- o Indemnification and Hold Harmless Agreement signed by Preservation Partners releasing City from liability.

Rationale for Disposition

The proposal by Preservation Partners represents the best offer to purchase the Weigle House from the standpoint of alternative proposals, project quality, other community development benefits and City controls. Previous attempts at disposition have failed to demonstrate other viable alternatives. Moreover, past performance by the firm lends confidence in their ability to perform; Preservation Partners has already successfully moved the International House and has submitted bids for other like projects. The proposed relocation site, now a vacant lot, will provide compatible infill use for the predominately residential neighborhood. Additionally, the CUP process will serve as an adequate safeguard to ensure acceptable site development and rehabilitation without protracted public funding through the CUP process.

Financial Impact

City revenues to be twofold: Community Development Block Grant (CDBG) program will receive program income from house sale, while the General Fund will collect permit fees.

Recommendation

Council authorize the Mayor to execute the attached resolution approving sale of Weigle House to Preservation Partners for \$2,257.

Sincerely,


Sanford A. Sorensen

Attachment

RECOMMENDATION OF THE CITY ADMINISTRATOR:

I concur with the above Departmental
recommendation.

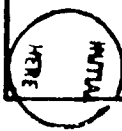
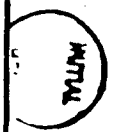
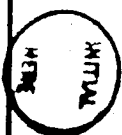
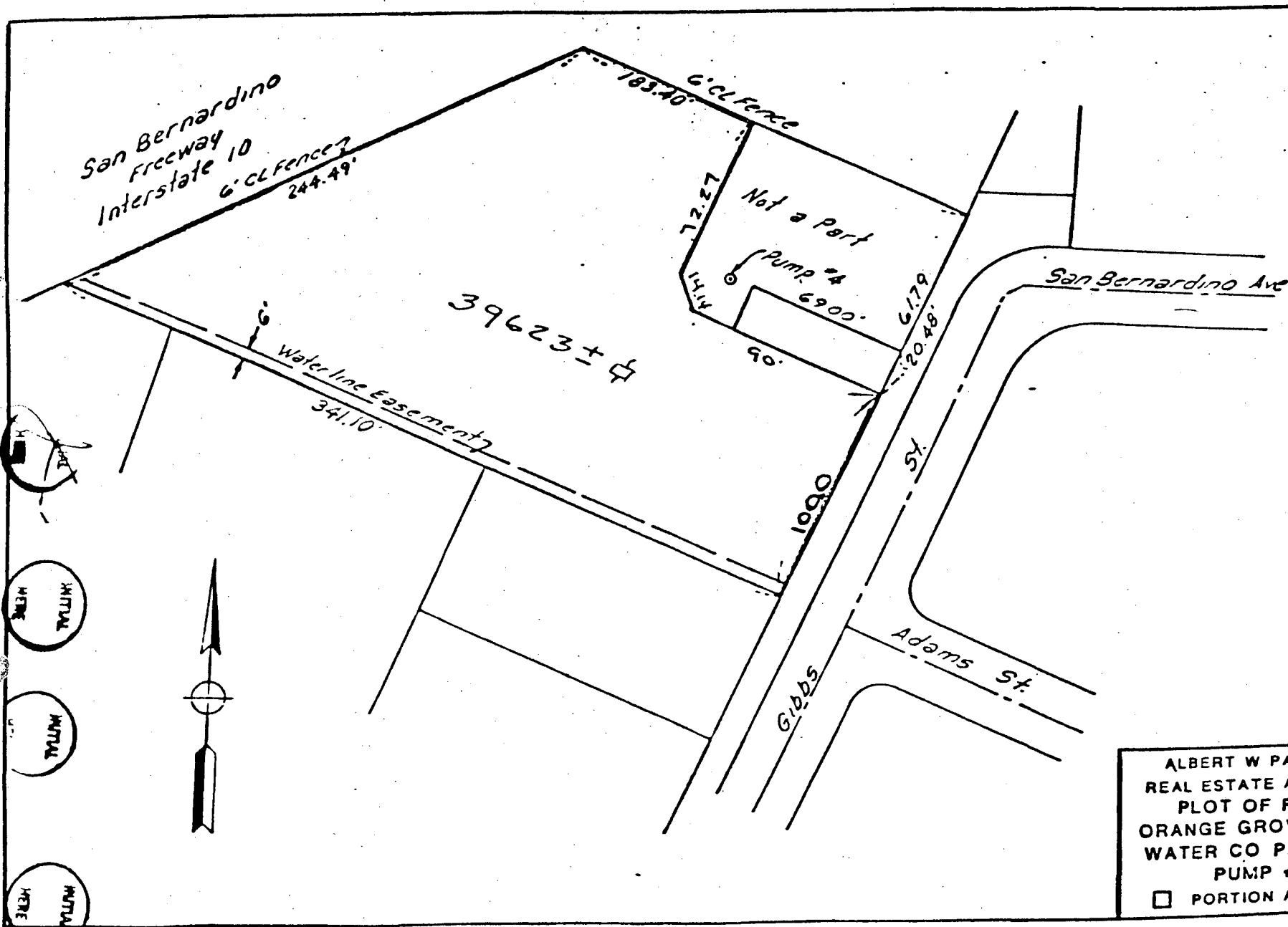

ORA E. LAMPMAN

N. GIBBS/SAN BERNARDINO
RELOCATION SITE

Vicinity
Map

ALBERT W PATTISON
REAL ESTATE APPRAISER
PLOT OF FORMER
ORANGE GROVE TRACT
WATER CO PROPERTY
PUMP #4

☐ PORTION APPRAISED

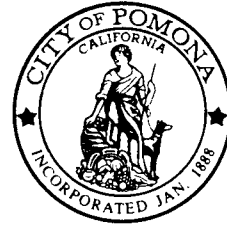


THE CITY OF POMONA

SANFORD A. SORENSEN
Director

Community Development Department

August 5, 1987



Preservation Partners
269 South Gibbs Street, Suite L
Pomona, CA 91766

ATTN: Mr. John Kasperowicz
Mrs. Terryan Stemple

RE: Proposal for Purchase and Relocation of Weigle House to North
Gibbs Street at San Bernardino Avenue

Sir and Madam:

Thank you for your proposal to obtain and relocate the Weigle House to a site on N. Gibbs Street at San Bernardino Avenue. The proposal indicated that the Weigle House, one of four turn of the century dwellings included at the above site, shall be restored "to period for residential occupancy."

Staff supports your proposal and shall recommend to Council the disposition for relocation the Weigle House from its storage site at 605 W. Sixth Street to the referenced location subject to the conditions outlined below.

Requirements of Preservation Partners:

- Lump sum purchase is provided to the City Housing Division in the amount of \$2,257.00 within three (3) calendar days of City Council approval of sale. Owner assumes storage fees, \$7.00 per day, from date of purchase until date of relocation.
- Rough-clear Park Avenue and Sixth Street site.
- House to be moved within sixty (60) calendar days of approval of zone change (approval of second reading).
- Repayment of Swing Loan for the International House prior to issue of new Swing Loan based on terms and conditions and amount described in Exhibit "A".
- Submittal of application to Planning Division for a conditional Use Permit within fifteen (15) calendar days of award by City Council.

- Approval by Planning Commission of a CUP and conformance with other Commission actions, including zone change and parcel map revision.
- The City shall continue to accept liability for any judgement, suit, or claim until your contractor starts the move process. The Indemnification and Hold Harmless Agreement is only in effect for any injury, etc. suffered by Preservation Partners prior to the actual transfer of ownership of the structure.
- Insure that the subsequent rehabilitation (after repayment of the Swing Loan) is sympathetic to the age of the house and that exterior work is in conformance with the Secretary of the Interior's Standards for Rehabilitation.

If the conditions outlined in this letter and exhibits are acceptable, please sign and date in the spaces provided on both copies and return the original to Duane Solomon, Housing Coordinator.

Sincerely,

Sanford A Sorensen
Community Development Director

Duane Solomon

Duane Solomon
Housing Coordinator

cc - Raymond Bragg, Project Manager
Rad Bartlam, Senior Planner
Duane Solomon, Housing Coordinator

ACCEPTED BY PRESERVATION PARTNERS

John Kasperowicz
John Kasperowicz

Date

Terryan Stemple
Terryan Stemple

Date

PRESERVE