

CITY OF HIGHLAND SPECIAL MEETING OF THE HISTORIC AND CULTURAL PRESERVATION BOARD AGENDA

SPECIAL MEETING

November 2, 2023
5:00 p.m.
City Hall
Donahue Council Chambers
27215 Base Line
Highland, California

MEMBERS

Pamela Bible, Chair
Patrick Sandford, Vice Chair
Tony Mauricio, Member
Gail Shelton, Member
Vacant, Member

STAFF

Lawrence A. Mainez, Community Development Director
Kim Stater, Assistant Community Development Director
Angela Tafolla, Associate Planner
Camille Goritz, Administrative Assistant III



MISSION STATEMENT

Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

Visit the City's Website at: www.cityofhighland.org

CITY OF HIGHLAND • 27215 BASE LINE • HIGHLAND, CALIFORNIA 92346 • (909) 864-6861 ☎ • (909) 862-3180

The City of Highland complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the City Clerk's Office at (909) 864-6861 Ext. 226, at least 72 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the Historic and Cultural Preservation Board, less than 72 hours prior to that meeting, are available for public inspection at Highland City Hall, 27215 Base Line, Highland, CA 92346, during normal business hours.

Submission of Public Comments: For those wishing to make public comments by email, please submit your comments by email to be read aloud at the meeting. Email comments must be submitted by 4:00 p.m. on November 2, 2023 to publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the November 2, 2023 agenda, please identify the agenda item number in the subject line.

Members of the public will be permitted to make public comments in person.

**HISTORIC AND CULTURAL PRESERVATION BOARD
SPECIAL MEETING AGENDA
November 2, 2023 - 5:00 P.M.**

CALL TO ORDER

Pledge of Allegiance

COMMUNITY INPUT (ITEMS NOT ON THE AGENDA)

To address the Historic and Cultural Preservation Board please complete a speaker form located at the entrance and give it to the Administrative Assistant prior to the beginning of the meeting. Your name will be called when it is your turn to speak. Individual speakers are limited to three minutes each. Comments received via email by November 2, 2023, 4:00 p.m., will be read into the record, provided that the reading shall not exceed three (3) minutes.

CONSENT CALENDAR

1. Minutes from August 3, 2023 Special Meeting.

RECOMMENDATION: That the Historic and Cultural Preservation Board approve the minutes, as submitted.

BUSINESS ITEMS

2. An application by Sean and Alicia Cobb for the Mills Act Tax Adjustment Program.

RECOMMENDATION: Staff recommends the Historic and Cultural Preservation Board recommend the City Council approve the Mills Act Agreement.

ANNOUNCEMENTS

ADJOURN

I, Camille Goritz, Administrative Assistant III of the City of Highland, California, certify that I caused to be posted this agenda on or before the 30th of October 30 2023 by 4:30 p.m. on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library
7863 Central Avenue

Fire Station No. 1
26974 Base Line

City Hall
27215 Base Line



Date: October 30, 2023

Camille Goritz, Administrative Assistant III



STAFF REPORT

TO THE HISTORIC & CULTURAL PRESERVATION BOARD

DATE: November 2, 2023

FROM: Lawrence A. Mainez, Community Development Director

REVIEWED BY: Kim Stater, Assistant Community Development Director

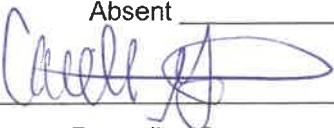
PREPARED BY: Camille Goritz, Administrative Assistant III

SUBJECT: Minutes from the August 3, 2023 Historic and Cultural Preservation Board Special Meeting

RECOMMENDATION: Staff recommends the Historic and Cultural Preservation Board approve the Minutes as submitted.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>1</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

 _____ Recording Secretary	 _____ Community Development Director
---	---

MINUTES
HISTORIC AND CULTURAL PRESERVATION BOARD SPECIAL MEETING
August 3, 2023

CALL TO ORDER

The regular meeting of the Historic and Cultural Preservation Board of the City of Highland was called to order at 5:00 p.m. by Chair Sandford at the Donahue Council Chambers, 27215 Base Line, Highland, California.

Present:	Chair	Pamela Bible
	Vice Chair	Patrick Sandford
	Member	Tony Mauricio
	Member	Gail Shelton

Staff Present: Kim Stater, Assistant Community Development Director
Ash Syed, Associate Planner
Camille Goritz, Administrative Assistant III

Chair Bible led the Pledge of Allegiance.

COMMUNITY INPUT

None

CONSENT CALENDAR

1. Minutes from June 6, 2023 Special Meeting.

A MOTION was made by Vice Chair Sandford, seconded by Chair Bible, to approve as amended. Motion carried, 3-0, with Member Shelton being absent.

BUSINESS ITEMS

2. Selection of an Event Date, Budget Analysis, and Organizational details for the 26th annual Citrus Harvest Festival in 2024.

Associate Planner Syed presented the staff report.

Associate Planner Syed stated next year the Citrus Harvest Festival will be scheduled for Saturday, March 30th, 2024 and the rain date is scheduled for Saturday, April 6, 2024.

A MOTION was made by Member Mauricio, seconded by Vice Chair Sandford to approve the Citrus Harvest Festival dates, March 30, 2024, and rain date April 6, 2024. Motion carried, 4-0.

Associate Planner Syed asked if the members would like to change the sponsorship amount from what it is currently?

Historic Board members all agreed to keep the same amount it is currently.

Member Mauricio asked since the festival is the same weekend as Easter, can we incorporate a game that would involve kids to play during the festival?

Assistant Community Development Director Stater stated yes, that is a good idea.

Chair Bible stated we spoke about having the car show contest later because they sometimes leave before the festival is over.

Associate Planner Syed stated they are interested in leaving earlier because once the vendors start packing up around 3:00 p.m., they would much rather leave before. If they wait too long the access through Palm Avenue can get congested.

Vice Chair Sanford stated before we pick a time, I would like Jeff Staggs here to weigh on the time for the car show contest winner.

Associate Planner Syed stated who are we considering for the honoree next year?

Member Shelton stated I vote for Pamela Bible.

Associate Planner Syed stated I will bring the list to the next meeting. Also, the car show wants to keep the same location.

Member Mauricio stated if we can move the stage to where it was originally in past years.

Associate Planner Syed stated the food and stage should be close to each other.

Assistant Community Development Director Stater stated the stage will only fit in two locations.

Associate Planner Syed stated if we are going to change the stage location, the layout of the festival is completely going to have to change.

Assistant Community Development Director Stater stated it depends on whose perspective you are looking from. If you are a vendor, what you see in front of you is the most effective way to get people to see every vendor. I honestly preferred the old layout.

Member Mauricio stated we had a large group for the home tour. We would like to see more notification about where they meet and the time the hour starts. However, if we can receive a blow horn to keep the tour together. We would lose people.

Assistant Community Development Director Stater stated we will put that in the budget for next year.

Member Shelton stated I agree.

Associate Planner Syed stated we were low on direct sales for vendors, but we did pick up 4 more food booths than 2022. Overall, it was a great festival, and I am looking forward to 2024.

Historic and Cultural Preservation Board receives and files Staff's report.

3. A status of Certificate of Appropriateness Applications for properties within Highland Historic District.

Associate Planner presented the staff report. The stone house in East Highland Ranch has run into HOA issues. I spoke to our Building Official and he is aware of the issues. He has extended it to December 2023.

ANNOUNCEMENTS

None.

ADJOURN

There being no further business, Chair Bible declared the meeting adjourned at 5:28 p.m.

Submitted by:

Approved by:

Camille Goritz, Administrative Assistant III

Pamela Bible, Chair



STAFF REPORT

TO THE HISTORIC AND CULTURAL PRESERVATION BOARD

DATE: November 2, 2023

FROM: Lawrence A. Mainez, Community Development Director

REVIEWED BY: Kim Stater, Assistant Community Development Director *KS*

PREPARED BY: Angela Tafolla, Associate Planner *AT*

SUBJECT: An Application by Sean and Alicia Cobb for the Mills Act Tax Adjustment Program

LOCATION: 27225 Nona Ave. Highland CA 92346
Assessor's Parcel Number: 1191-341-51-0000

RECOMMENDATION: Staff recommends the Historic and Cultural Preservation Board recommend the City Council approve the Mills Act Agreement.

FISCAL IMPACT: The Mills Act Program is a tax-based incentive program offered to qualified owners of historic properties. The Program reduces annual property taxes and allows the savings to be used for maintenance, preservation and restoration of the property. The reduction in taxes is calculated by the San Bernardino County Assessor's Office.

DESCRIPTION OF THE SITE: The Site is a contributing property within the Highland Historic District. It is located on the south side of Nona Avenue, 140 feet east of Cole Avenue (Attachment 1 – Area Map). Located on a 6,480 square foot lot, the single-story home offers 996 square feet of living space in addition to a detached garage/storage facility in the rear of the property. Constructed in 1925, the house features wood shingle siding, asphalt shingle roofing, and a sizable porch with overhanging eaves supported by diagonal braces (Attachment 2 – Photos).

PROJECT REVIEW: The Mills Act Program, under State law, enables the City Council to enter into an Agreement with the owner of an historical property to reduce their annual property taxes and use the savings to preserve and rehabilitate their home. Maintenance can include, but is not limited to, exterior renovation, interior renovation, reconditioning of architectural features, painting, re-roofing,

Approved _____	Motion _____	Second _____	Agenda Item No. <u>2</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 Recording Secretary		 Community Development Director	

restoration of accessory structures, walls and fencing. Improvements must be made in compliance with the Secretary of the Interior's Standards.

The Agreement runs for a length of ten (10) years and is automatically renewed annually each following year unless canceled. When the owner requests an Agreement, the terms of the renovation must be approved by the Board and City Council. Once approved, the County Assessor will enact the tax reduction.

A Mills Act Agreement – Historic Property Preservation Agreement must be approved by the City Council and recorded to formalize the process. Based on their projected savings, the Applicants have provided a list of improvements to be made over the next ten (10) years. Proposed improvements may be exterior, interior, landscape and hardscape. The cost of improvements meets or exceeds the tax savings. Staff recommends approval of the Agreement with attached list of improvements (Attachment 3 – Mills Act Agreement).

Attachments:

1. Area Map
2. Photos
3. Mills Act Agreement

Attachment 1
Area Map



Attachment 2

Photos







Attachment 3
Mills Act Agreement

RECORDING REQUESTED BY:

City of Highland

WHEN RECORDED, RETURN TO:

City Clerk
City of Highland
27215 Base Line
Highland, CA 92346

Space Above This Line for Recorder's Use

MILLS ACT AGREEMENT

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, is made and entered into this **14th** day of **November, 2023**, by and between the City of Highland, a municipal corporation (hereinafter referred to as the "City") and **Sean Cobb and Alicia Cobb** hereinafter referred to as the "owner").

W I T N E S S E T H:

A. Recitals

- (i) California Government Code Section 50280, *et. seq.* authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so as to retain its characteristics as property of historical significance;
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, common known as and generally located at the street address **27225 Nona Avenue, Highland, CA 92346**, Highland, California, (hereinafter such property shall be referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit "A" and is incorporated herein by this reference;
- (iii) The subject property is a contributing property of the Highland Historic District as defined by the City's General Plan and City of Highland Historic District;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation

pursuant to the Provisions of Chapter 3, of Part 2, of Division 1 of the California Revenue and Taxation Code.

B. Agreement

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on _____, _____ and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in Paragraph 2, below.
2. Renewal. Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "Renewal Date") a year shall automatically be added to the initial term of this Agreement unless notice of non-renewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of non-renewal of the Agreement on the other party in advance of the annual Renewal Date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual Renewal Date, or served by City to Owner at least sixty (60) days prior to the annual Renewal Date, one (1) year shall automatically be added to the term of the Agreement. If either City or Owner serves notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
3. Assessment of Valuation. As stated in Subsection (iv) of Section A (Recitals) the benefit to the Owner entails the provision of property tax relief according to the "capitalization of income" method set out in Revenue and Tax Code Section 439.2.
4. Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:
 - a. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto, marked as Exhibit "B", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.
 - b. Owner shall, where necessary, restore and rehabilitate the Property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and in

accordance with the attached schedule of home improvements, drafted by the applicant and approved by the City Council, attached hereto as Exhibit "C".

5. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.
6. Cancellation. If the City determines that a property owner has breached any of the conditions of the contract or the property no longer meets the standards for a qualified historical property, the City may (1) bring an action in court to enforce the contract by specific performance or injunction or, (2) cancel the contract after providing notice and a public hearing in accordance with California Government Code Sections 50285 and 50286, as the same may be amended from time to time. In the event of cancellation, the property owner is subject to a fee equal to 12.5% of the fair market value of the property at the time of cancellation.
7. Enforcement of Agreement. In lieu of and/or addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement by Owner by giving written notice to Owner by registered or certified mail addressed to the address stated in this Agreement. If the violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if it is not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, State or Federal for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default herein under.

8. Binding Effect of Agreement. The Owner hereby subjects the Historic Property described in Exhibit "A" hereto the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors

and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Historic Property is rendered less valuable thereby.

City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

9. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: City of Highland
 Community Development Department
 27215 Base Line
 Highland, CA 92346

To Owner: **Sean Cobb and Alicia Cobb**
 27225 Nona Avenue
 Highland, CA 92346

10. General Provisions.

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of the heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for

damages cause by, or alleged to have been caused by, reason of Owner's activities in connections with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications of other documents for the Historic Property.

- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.
 - d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
 - e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
 - f. This Agreement shall be construed and governed in accordance with the laws of the State of California.
 - g. The property must undergo a full interior and exterior inspection prior to a new agreement going into effect, and every five years thereafter.
 - h. The effective agreement shall be made binding upon and inure to the benefit of the property owner's successors-in-interest.
11. Recordation. No later than twenty (20) days after parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of San Bernardino.
12. Amendments. This Agreement may be amended, in whole or in part, only be a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year written above.

CITY OF HIGHLAND

OWNER(S)

Larry McCallon, Mayor

Sean Cobb

Alicia Cobb

ATTEST:

Betty Hughes, MMC
City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On _____, before me, _____,
Notary Public, personally appeared _____

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit “A”

Legal Description

Legal Description

27225 NONA AVENUE, HIGHLAND, CA 92346

ASSESSOR'S PARCEL NUMBER: 1191-341-51

LEGAL DESCRIPTION OF HISTORIC PROPERTY

TRACT 2006 LOT 20

EXHIBIT “B”

THE SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

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.
1. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
2. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
3. 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 impaired.

EXHIBIT “C”

POTENTIAL HOME IMPROVEMENTS

POTENTIAL HOME IMPROVEMENTS

MILLS ACT AGREEMENT

The following is a list of improvement projects planned to be completed over the ten (10) year term of the contract. These will prevent deterioration of the house, make it more comfortable to use, while, maintaining its historical appearance and character.

1. Year 1 - 3:
 - a. Upgrade electrical
 - b. Update landscaping
 - c. Plant fruit trees in backyard
 - d. Repair and replace roof shingles
2. Year 4-6:
 - a. Replace beams and bolts of foundation
 - b. Refinish and improve deck
 - c. Main restroom restoration (i.e. claw foot tub, tiled walls, replacing existing tile flooring, sink and existing fixtures with time period appropriate)
3. Year 7 - 10:
 - a. Restore front yard driveway and walking path
 - b. Kitchen restoration
 - c. Repaint the exterior of the house