



Agenda Report

File #: 18-2224

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 11/7/2018

TO: Honorable Mayor and City Council Members

FROM: Community Development Department

SUBJECT:

City Council consideration of HRPP2018-0003 an Historic Property Preservation Agreement for property listed on the Corona Register of Historic Resources (located at 712 West Eleventh Street). (Applicant: The Tammi Marie Schilling, Living Trust)

RECOMMENDED ACTION:

That the City Council approve HRPP2018-0003, a Historic Property Preservation Agreement for the property listed as Historic Landmark-15 (HL-015) located at 712 West Eleventh Street.

ANALYSIS:

The property located at 712 West Eleventh Street was approved by the City Council on January 7, 2004 as Historic Landmark HL-015 and placed on Corona's Register of Historic Resources (HRN03-004). Because of the property's listing as a local historic landmark, the property owners can participate in a Historic Property Preservation Agreement, also known as the Mills Act Contract with the City of Corona. The Agreement allows the property owner of this historic landmark to receive a reduction in property tax in exchange for a commitment to maintain and preserve the home's historic value. Program regulations specify that the City will process all applications at a single Council meeting for submission to the County Assessor prior to the end of the calendar year. The property tax reduction will become effective on the subsequent year's tax bill. The inclusion of this property into the program will bring the total number of property preservation contracts to 42.

The purpose of the program is to provide financial incentives to owners to preserve and maintain their historic homes for the benefit of the entire community. The preservation of historic resources will have a positive, indirect effect on neighborhoods, businesses, community pride and regional image, particularly in the downtown where the majority of the historic resources are located. The agreement has a term of 10 years with one additional year automatically added on the anniversary date of the effective date of the agreement unless a notice of non-renewal is issued to the City. Community Development Department staff will monitor compliance with the terms of the contract to

File #: 18-2224

ensure that the anticipated benefits to the City are realized.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The applicant has paid the processing fees associated with this request.

ENVIRONMENTAL ANALYSIS:

The proposed contract is not defined as a project under CEQA; therefore, environmental analysis is not warranted.

PREPARED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

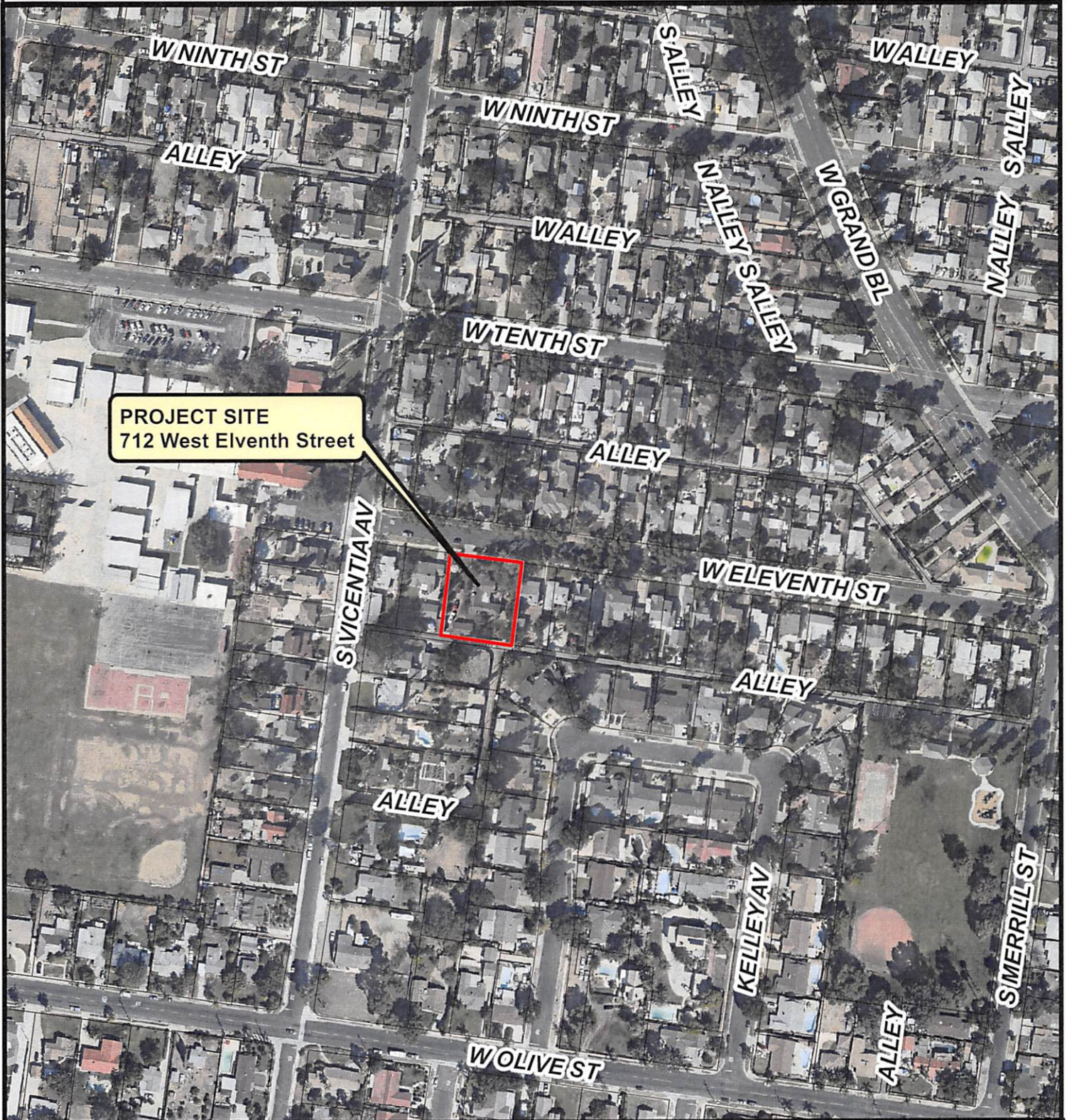
SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Exhibits:

1. Locational Map
2. Historic Property Preservation Agreement (Mills Act Contract).

Applicant Information: The Tammi Marie Schilling, Living Trust, 712 West. Eleventh Street, Corona, CA 92882

LOCATIONAL MAP



PROJECT SITE
712 West Eleventh Street



Date: 10/25/2018

HRN03-004
Applicant: Tammi Marie Schilling



EXHIBIT

Recording Requested By:)
When Recorded Mail To:)
CITY OF CORONA)
400 S. Vicentia Avenue)
Corona, California 92882)
Attn: City Clerk's Office)

(space above for Recorder's Office)

**HISTORIC PROPERTY PRESERVATION AGREEMENT
("MILLS ACT CONTRACT")**

between

**THE CITY OF CORONA
a municipal corporation**

and

**The Tammi Marie Schilling, Living Trust
owners of the property located at**

712 West Eleventh Street, Corona, CA

EXHIBIT 2

HISTORIC PROPERTY PRESERVATION AGREEMENT ("MILLS ACT CONTRACT")

THIS AGREEMENT, is made and entered into this 7th day of November 2018, by and between the CITY OF CORONA, a municipal corporation ("City") and The Tammi Marie Schilling, Living Trust ("Owner").

RECITALS

1. California Government Code section 50280, et. seq. allow cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and restoration of such historic property so as to retain its characteristics as property of historic significance;

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 712 West Eleventh Street, Corona, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit A, and incorporated herein by this reference;

3. On January 7, 2004, the City Council of the City of Corona adopted Resolution No. 2004-2 designating the Historic Property as a historic landmark pursuant to the terms and provisions of Chapter 17.63 of the Corona Municipal Code;

4. City desires to enter into this Agreement for the purpose of protecting and preserving the characteristics of historic significance of the Historic Property that help provide the community with its own unique civic identity and character; and

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

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

TERMS

1. Effective Date and Term of Agreement. This agreement shall be effective and commence on November 7, 2018, ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2. Yearly Renewal. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. Nonrenewal; Notice; Effect. If either Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least ninety (90) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

3.1 Owner Protest of City Nonrenewal. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protest, the City Council shall set a hearing prior to the next Renewal Date. Owner may furnish the City Council with any information, which Owner deems relevant, and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

4. Valuation of Historic Property. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

5. Standards for Historic 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 cultural and historic significance of the Historic Property. Attached hereto as Exhibit B, and incorporated herein by this reference, is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and be complied with by Owner throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Historic Resources Ordinance (Chapter 17.63 of the Corona Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, and restore the Historic Property so as to maintain its historic and cultural significance.

b. Owner shall, where necessary, restore and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Corona. The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs filed under HRN03-004 with the City of Corona Community Development Department. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in the abovementioned photographs.

c. Owner shall carry out specific restoration projects on the Historic Property, if any, as outlined in the attached Exhibit B, which is incorporated herein by this reference. All such restoration projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Historic Restoration and the City of Corona design guidelines.

d. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

6. Periodic Examinations. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

7. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property, and compliance with the terms and provisions of this Agreement.

8. Breach of Agreement; Remedies.

a. Notice of Breach; Opportunity to Cure. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of the notice of violation, or within such a reasonable time as may be required to cure the violation (provided that acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), then City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

b. Remedy - Cancellation. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.

c. Alternative Remedies. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring any action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance or injunction.

9. Destruction of Property; Eminent Domain; Cancellation. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be canceled because the historic value of the structure will have been destroyed. If the Historic 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 the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this section.

10. Waiver. 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 hereunder.

11. Binding Effect of Agreement. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after 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 the Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

11.1 Covenants Run with the Land. 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 it restricts development of the Historic Property. 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 cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

12. 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:

City: City of Corona
Community Development Department
400 S. Vicentia Avenue
Corona, CA 92882

Owner: The Tammi Marie Schilling, Living Trust
712 West Eleventh Street
Corona, CA 92882

13. General Provisions.

a. None of the terms, provisions or conditions of the Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint venture.

b. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person (ii) any restrictions on the use or development of the Historic Property, from application or enforcement of the City's Historic Resources Ordinance, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

c. All of the agreements, rights, covenants, conditions 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, conditions 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.

14. Recordation; Notice to Office of Historic Preservation. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside. City shall provide written notice of the contract to the State Office of Historic Preservation within six months of entering into the contract.

15. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

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

CITY OF CORONA

OWNER:
Tammi Marie Schilling, as trustee for The
Tammi Marie Schilling, Living Trust

By: _____
Mayor, City of Corona

By: _____
Tammi Marie Schilling

ATTEST:

City Clerk
City of Corona

Notary:

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to in this report is situated in the County of Riverside, State of California, and is described as follows:

The Easterly rectangular half of Lot 3 and all of Lots 4 and 5 of Corona Speedway Tract, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 9 Page 82 of Maps, records of Riverside County, California.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

APN: 110-172-003-9
Address: 712 West Eleventh Street, Corona, CA 92882

EXHIBIT "B"

MINIMUM STANDARDS AND CONDITIONS FOR MAINTENANCE, USE, PROTECTION, AND PRESERVATION OF THE HISTORIC PROPERTY

Exterior Finishes and Trim

1. If exterior façade replacement is necessary, the new material must match the material being replaced in composition, design, color, texture, and other visual qualities.
2. Removal or covering of original trim is prohibited. Damaged or missing trim should be repaired with wood epoxies or replaced with wood that matches the design of the original features. Replacement materials and style must match the original if feasible; simplifying is prohibited.

Windows and Doors

1. Replacing original windows is prohibited unless damage to the original window is too severe to permit consideration of any other alternative. Structural repair with modern wood epoxies should be considered prior to replacement. New window units must be made of the same style and to the exact dimensions of the old one and preferably made of wood. If possible, replace the sash only, retaining the original frame.
2. If the glass is being replaced because it is cloudy, a less expensive approach is to use a professional glass restoration product. Clear plastic glazing may be substituted for glass in windows and doors where security and safety are overriding concerns. Leaded glass windows are valuable and should be preserved. The repair and reconstruction of old leaded glass should be done by a stained glass craftsworker.
3. Retain and repair original wooden doors if possible. Quality reproduction doors that retain the architectural character of the house may be substituted. Avoid metal screen and security doors.

Porches

1. Removal or full enclosure of a front porch is prohibited. Porches enclosed with a screen or similar material is permitted. Deteriorated porches may be replaced from the foundation in the style and materials of the existing porch and preferably, restored to its original style and architectural character.
2. If replacement of missing parts such as posts, railings, balusters, skirting, or floors, is necessary, the new work should replicate the original treatment, if known, or at the very minimum reflect the proportions, scale, and general detail of the original porch or be appropriate for the style of the house.

Roofs

1. Roof changes that alter the building height, roof line, pitch or gable orientation are prohibited. New dormers or skylights should not be visible from the public right-of-way.
2. Deteriorated roof coverings must be replaced with new materials that match the original roofing or architectural style in size, shape, color and texture.

Garages and Additions

1. New additions must be designed to match the house in terms of foundation material, wall material, roof material, massing, color, and window type, proportion and muntin design. The addition should be as inconspicuous as possible, preferably not visible from the public right-of-way.

Landscaping and Fencing

1. Landscaping should complement the style and period of the house. Some modern landscape practices such as the use of shredded bark and colored rocks around plantings should be avoided. Popular ideas between 1910 and 1940 include the use of plantings around the foundation, lawns bordered by meticulously-pruned hedges, curving walks of brick, stone, or concrete, window boxes and trellises designed to complement the architecture of the house.
2. Fences must meet the applicable height and setback restrictions of the zone in which the house is located. The design must complement the style of the house. The best side of the fence must face out from the property.