



Agenda Report

File #: 19-0132

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 2/20/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of a Survey Monumentation Agreement for Parcel Map 36873 - Kenneth David Ibbetson and Sarah Renee Ibbetson, Trustees of the Kenneth and Sarah Ibbetson 2014 Trust.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to execute a Survey Monumentation Agreement between the City and Kenneth David Ibbetson and Sarah Renee Ibbetson, Trustees of the Kenneth and Sarah Ibbetson 2014 Trust.

ANALYSIS:

Parcel Map 36873 is a proposed subdivision of 1.53-acres into two single-family residential lots located at 3976 Ibbetson Street, at the southerly terminus of Ibbetson Street, in the R-1-20 Zone, as shown on Exhibit "A." Parcel Map 36873 was originally approved by the City Council on December 16, 2015. On January 17, 2018, City Council approved a two-year map extension establishing a new expiration date of December 16, 2019.

In accordance with the Subdivision Map Act, the developer will enter into a Survey Monumentation Agreement and post sufficient securities to guarantee the placement of all survey monuments as specified by Parcel Map 36873.

Securities have been posted as follows:

	Faithful Performance		Labor and Materials	
	Security No.	Amount	Security No.	Amount
Survey Monumentation	PLE150030 (cash)	\$1,500	N/A	N/A

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

All applicable fees have been paid by the developer as follows:

	Fee Type	Amount
Parcel Map Plan Check - PLE150030	Plan Check	\$5,312
South Corona Landscape Improvement Fee	Development Impact Fee	\$1,393
Quimby Fee	Development Impact Fee	\$12,708
Drainage Fee	Development Impact Fee	\$2,063

ENVIRONMENTAL ANALYSIS:

In accordance with Section 15315 of the State Guidelines for the California Environmental Quality Act (CEQA), Parcel Map 36873 qualifies as a Class 15 Categorical Exemption. The property is zoned R -1-20, which is a single family residential zone, and is located in a residential area. The subdivision will result in two lots which conform to the R-1-20 standards and the City's General Plan designation of Estate Residential. No variances are associated with the subdivision. All services and access are available with the construction of the adjacent tract, and designed per local standards. The property has not been involved in another subdivision within the previous two years, and the average slope of the property is less than 20 percent. Therefore, the project qualifies as an exemption under the referenced CEQA section and a Notice of Exemption has been filed.

However, this specific action before the Council now is exempt pursuant to Section 15061(b)(3) of CEQA, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves an agreement that provides security to guarantee the setting of survey monuments and there is no possibility that approving this agreement will have a significant effect on the environment. Therefore, no further environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: JENNIFER SCHAEFER, FINANCE MANAGER III

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

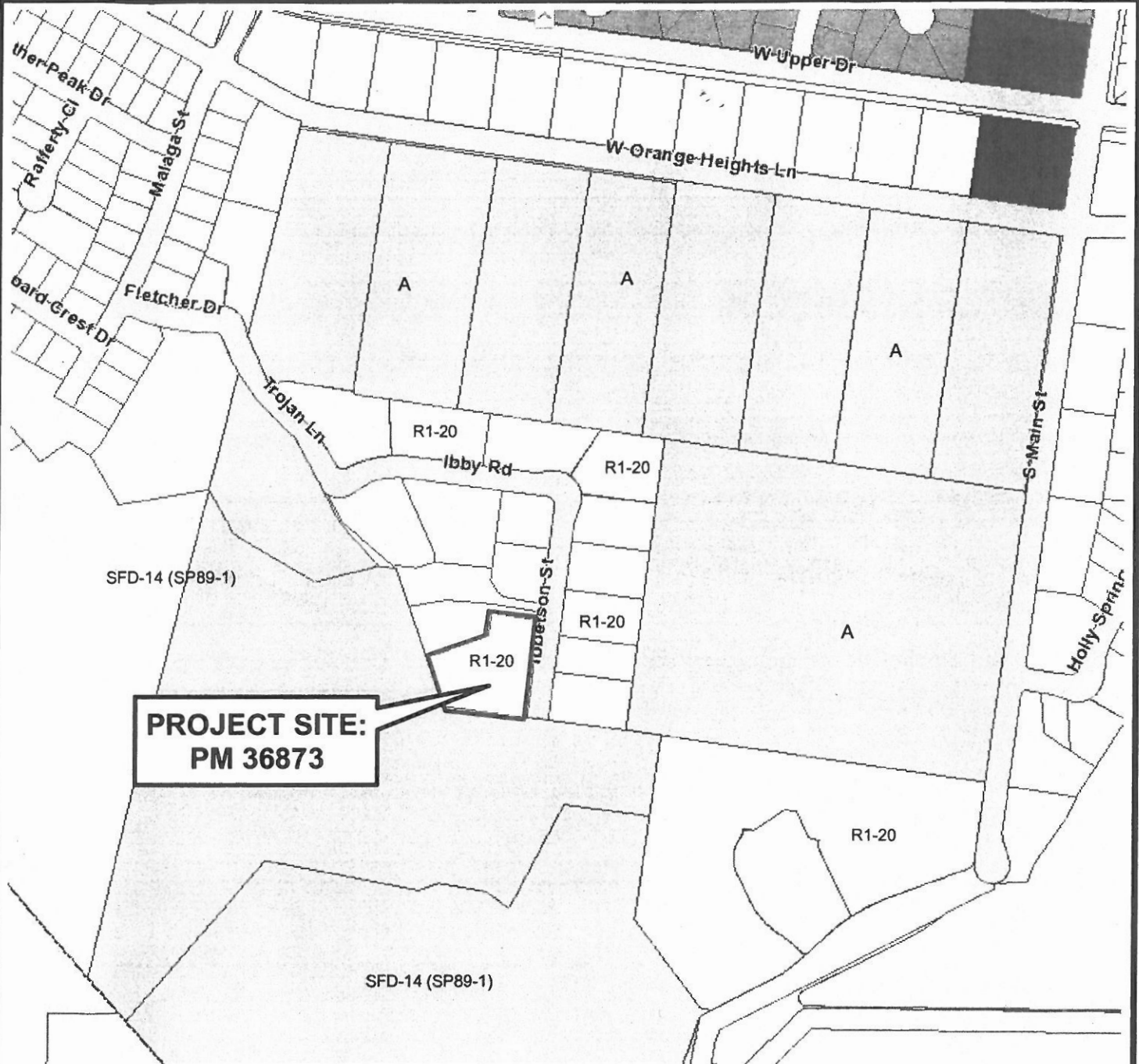
SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Attachments:

1. Exhibit "A" - Location Map
2. Agreement

Owner: Ken Ibbetson
3976 Ibbetson Street
Corona, CA 92882

LOCATIONAL & ZONING MAP



PM 36873



**AGREEMENT FOR SURVEY MONUMENTATION
PARCEL MAP 36873**

This Agreement is entered into as of this **20th** day of **February, 2019**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Kenneth David Ibbetson and Sarah Renee Ibbetson, as Trustees of the Kenneth and Sarah Ibbetson 2014 Trust dated December 5, 2014**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Parcel Map 36873** (hereinafter referred to as **Parcel Map 36873** map") has submitted to the City for its approval and subsequent recordation a final map prepared by **RAAB Engineering**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **Parcel Map 36873** prior to having interior monuments set for said **Parcel Map 36873** Map, and in consideration has instructed to certify on said **Parcel Map 36873** Map that monuments will be set within **ONE YEAR** after recordation of **Parcel Map 36873** Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **One Thousand Five Hundred Dollars and No Cents (\$1,500.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

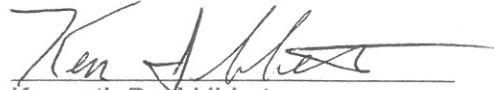
**City of Corona
Public Works Dept.
400 S. Vicentia Avenue
Corona, California 92882**

DEVELOPER:

**Ken Ibbetson
3976 Ibbetson Street
Corona, CA 92882**

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either in writing or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

KENNETH DAVID IBBETSON AND SARAH RENEE IBBETSON, as Trustees of the Kenneth and Sarah Ibbetson 2014 Trust dated December 5, 2014

By: 
Kenneth David Ibbetson

By: 
Sarah Renee Ibbetson

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

** Please see attachment **

CALIFORNIA NOTARY ACKNOWLEDGMENT

For An Individual Acting In His/Her Own Right:

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 Riverside) ss.

On January 29, 2019 before me, Brandy Woods Notary Public, personally appeared

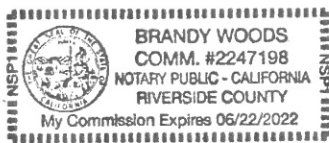
Kenneth David Ibbetson and Sarah Renee Ibbetson,

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

[NOTARIAL SEAL]



Brandy Woods
Signature
Brandy Woods
Print Name

My commission expires: 06-22-2022



Cash Register Receipt

City of Corona

Receipt Number
R10175

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PLE150030 Address: APN: 117252025			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$1,500.00
TOTAL FEES PAID BY RECEIPT: R10175			\$1,500.00

Date Paid: Monday, October 22, 2018

Paid By: KEN IBBETSON

Pay Method: CREDIT CARD 212749021

Cashier: MLE2

www.CoronaCa.gov

For plan check status, please go to <http://etrakit.coronaca.gov/etrakit>

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