



Agenda Report

File #: 19-0363

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 4/17/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of an Improvement Agreement for 1780 Bobbitt Avenue - Shand-Ling Mao, a married man as his sole and separate property.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to execute an Improvement Agreement between the City and Shand-Ling Mao, a married man as his sole and separate property.

ANALYSIS:

Shand-Ling Mao is the owner of 1780 Bobbitt Avenue in the Overlook area, as shown on Exhibit "A." The owner is proposing to construct street improvements consisting of roadway paving and asphalt berm, to meet the rural residential street improvement standard, fronting their property at 1780 Bobbitt Avenue, and their neighbor's property at 1787 Bobbitt Avenue.

The owner will enter into an Improvement Agreement with the City and post sufficient securities to guarantee construction of the roadway improvements. The improvements are not connected with any project, as the property owner is improving their property frontage by choice.

Securities have been posted as follows:

PWIM2018-0017	Faithful Performance		Labor and Materials	
	Security No.	Amount	Security No.	Amount
Public Improvements	PB11562500601	\$56,400	PB11562500601	\$28,200

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The property owner has submitted public improvement plans for approval, and paid the following plan check fees associated with review:

PWIM2018-0017	Fee Type	Amount
Public Improvement	Plan Check	\$1,680
Per Sheet Scanning	Fee	\$90

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15268 of the Guidelines for the California Environmental Quality Act (CEQA), and Section 3.02 of the City's Local CEQA Guidelines, issuance of a permit to do street work, is not subject to discretionary review and is therefore defined as a ministerial project and exempt from CEQA. Additionally, this action is exempt pursuant to Section 15061(b)(3) of CEQA Guidelines, 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 of the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect to the environment, the activity is not subject to CEQA. This action merely approves agreements that provide security to guarantee completion of improvements for a ministerial permit, and there is no possibility that approving this agreement will have a significant effect on the environment. Therefore, no 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: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

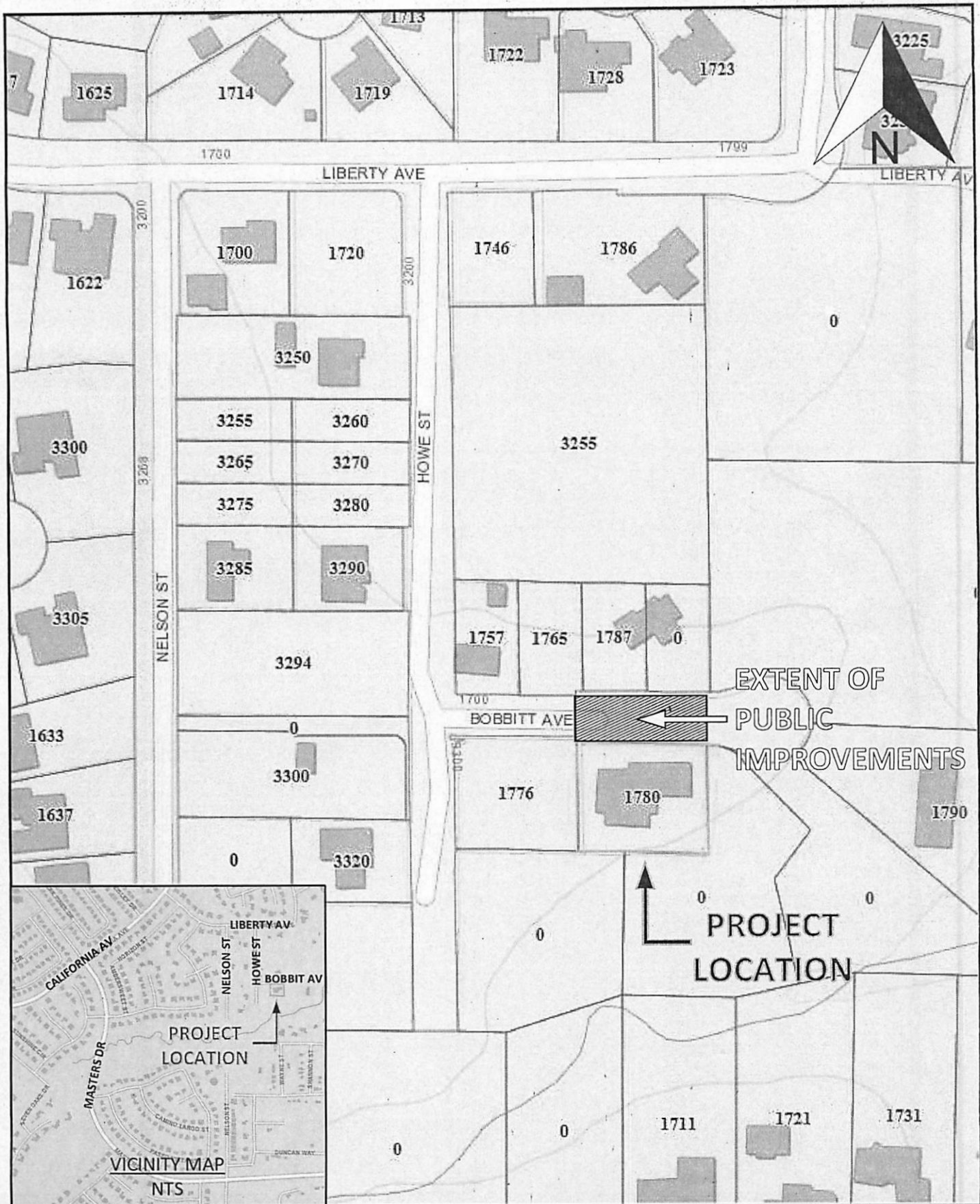
SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

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

Owner: Shand-Ling Mao
1780 Bobbitt Avenue
Corona, CA 92880

Developer's Representative: Rick Weir
31526 Railroad Canyon Rd, Ste. 2
Canyon Lake, CA 92586



CITY OF CORONA
PUBLIC WORKS DEPARTMENT
400 S. VICENTIA AVE.
CORONA, CA 92882
Prepared By: Amber C.

EXHIBIT "A" – LOCATION MAP
1780 BOBBITT AVENUE
APN: 116-120-045

Drawing
No.
1
Scale:
NO SCALE

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR
1780 BOBBITT AVENUE – DWG. # 18-054S – (PWIM2018-0017)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **17th day of April, 2019**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **SHAND-LING MAO, a Married Man, as his sole and separate property**, with its principal offices located at, **1780 Bobbitt Avenue, Corona, CA 92881**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **1780 Bobbitt Avenue** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement.

All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Fifty-Six Thousand Four Hundred Dollars and No Cents (\$56,400.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:

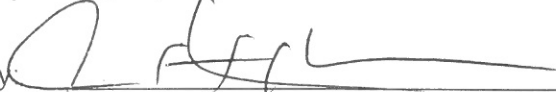
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:

Shand-Ling Mao
1780 Bobbitt Avenue
Corona, CA 9281
(951) 227-8676

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

SHAND-LING MAO, a Married Man, as his sole and separate property

By: 
Shand-Ling Mao, sole owner of Property

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

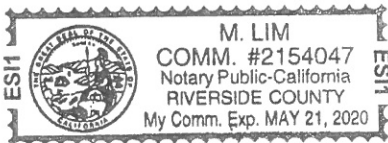
On MARCH 29, 2019 before me, M. LIM, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SITANDUNG MAD
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AGREEMENT FOR PUBLIC IMPROVEMENTS

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: NO OTHER SIGNER

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT 'A'

Lot(s) 4, 5 and 6, in Block "M" of Overlook Addition to Corona, in the City of Corona, County of Riverside, State of California, as per map recorded in Book 13, Page(s) 65, 66 and 67 of Maps, in the Office of the County Recorder of said County.

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$56,400.00
Labor and Material	\$28,200.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: ST. IMPROVEMENTS
 Location: 1780 BOBBITT AVE.
 DWG No: 18-0545

DATE: 3/28/2019

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1. Non-Master-Planned R/W (Public) Improvements	<u>43,270</u>	<u>56,400</u>	<u>28,200</u>
2. Master-Planned R/W (Public) Improvements			
3. Interim Improvements (not including Grading Work)			
4. On-Site Public Improvements			
5. On-site Non-public Improvements			
6. Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated **total** construction
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

Kari Johnson *Kari Johnson*
 Engineer's Name & Signature WET STAMP & DATE

Company
(925) 708-5398
 Tel No/Email
kari.ljohnson11@gmail.com





Cash Register Receipt

City of Corona

Receipt Number
R13520

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2018-0017 Address: 1780 BOBBITT AV APN: 116120045			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$56,400.00
TOTAL FEES PAID BY RECEIPT:R13520			\$56,400.00

Date Paid: Monday, April 01, 2019

Paid By: SHANDLING MAO

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R13521

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2018-0017 Address: 1780 BOBBITT AV APN: 116120045			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$28,200.00
TOTAL FEES PAID BY RECEIPT:R13521			\$28,200.00

Date Paid: Monday, April 01, 2019

Paid By: SHANDLING MAO

Cashier: MLEY

Pay Method: BOND