

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 16, 2018  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Benjamin Moody, Deputy Public Works Director – Engineering

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**Summary**

**Subject:** Faith Court Subdivision (Subdivision Agreement and Final Map Approval)

**Recommendation:** A) Adopt a Resolution approving the execution of a Subdivision Agreement with Faith, LLC 770 N. Walton Avenue, Suite 600, Yuba City, CA 95993, dated October 16<sup>th</sup> 2018, providing for public and related improvements associated with the Faith Court Subdivision Map. [Subdivision is located on the south side of Monroe Road, between Granite Drive and the Live Oak Canal.]

B) Adopt a Resolution approving the Final Map for Faith Court, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map, pending the necessary securities and rights-of-way are received per the associated Subdivision Agreement.

**Fiscal Impact:** None to City. Costs and reimbursements in accordance with proposed Subdivision Agreement.

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**Purpose:**

To develop and establish the Faith Court Subdivision.

**Background:**

On June 28, 2017, the Planning Commission approved Tentative Map SM 14-05 to subdivide a 13.1 acre parcel into a 10 lot single family residential development. This subdivision is located on the south side of Monroe Road, between Granite Drive and the Live Oak Canal, to be known as the Faith Court Subdivision (Attachment 2). Faith Court will be gated, making it a private street.

Since approval, the developer and his representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the subdivision agreement in accordance with the conditions of approval for the development and City policy.

### **Analysis:**

In order to proceed with the development, the property owner is to enter into a Subdivision Agreement (Agreement) with the City to ensure the construction of the required public and related improvements (Attachment 1). The Agreement specifies the obligations of the owners regarding the fees, dedications, and improvements that are required as a condition of the subdivision, and guarantees that the required public improvements will be constructed.

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City as shown on the Tentative Subdivision Tract Map (Attachment 3).

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal Code. The process is summarized as follows:

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on June 28, 2017, with amended conditions of approval on June 28, 2017.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

### **Fiscal Impact:**

Costs and reimbursements for the public and related improvements are specified through the proposed Agreement. Schedule A of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check and inspection, hot tap connection, and water service/meter improvements totaling \$40,192.03. Residential water and sewer connection fees will be deferred until applications for building permits are filed.

### **Alternatives:**

Delay or modify the recommended actions.

**Recommendation:**

- A) Adopt a Resolution approving the execution of a Subdivision Agreement with Faith, LLC 770 N. Walton Avenue, Suite 600, Yuba City, CA 95993, dated October 16<sup>th</sup> 2018, providing for public and related improvements associated with the Faith Court Subdivision Map. [Subdivision is located on the south side of Monroe Road, between Granite Drive and the Live Oak Canal.]
  
- B) Adopt a Resolution approving the Final Map for Faith Court, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map, pending the necessary securities and rights-of-way are received per the associated Subdivision Agreement.

**Attachments:**

- 1. Resolution – Subdivision Agreement
- 2. Resolution – Final Map
- 3. Subdivision Agreement
- 4. Location Map and Tentative Subdivision Tract Map

**Prepared by:**

**Submitted by:**

*/s/ Joshua G. Wolfe*

Joshua G. Wolfe  
Assistant Civil Engineer

*/s/ Steven C. Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed by:**

Department Head

DL

Finance

RB

City Attorney

TH via email

# ATTACHMENT 1

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING EXECUTION OF THE FAITH COURT SUBDIVISION  
AGREEMENT WITH FAITH, LLC 770 N. WALTON AVENUE, SUITE  
600, YUBA CITY, CA 95993 FOR PUBLIC IMPROVEMENTS**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF  
YUBA CITY AS FOLLOWS:

That the Mayor and City Clerk be, and they are hereby authorized and directed to  
execute on behalf of the City of Yuba City that certain Faith Court Subdivision Agreement  
between the City of Yuba City and Faith, LLC 770 N. Walton Avenue, Suite 600, Yuba  
City, CA 95993 for public improvements.

The foregoing Resolution was duly and regularly introduced, passed, and adopted  
by the City Council of the City of Yuba City at a regular meeting thereof held on the 16<sup>th</sup>  
day of October 2018.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Preet Didbal, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

## ATTACHMENT 2

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE FAITH COURT FINAL MAP, AND ACCEPTING FOR  
DEDICATION THE PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS  
SHOWN THEREON AND AUTHORIZING RECORDATION OF THE FINAL  
MAP**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

That the City Council does hereby accept for filing the Faith Court Final Map and does accept, on behalf of the public, the dedication reflected thereon for public right-of-way and utility easements and authorizes recordation of the Final Map, pending the necessary cash deposits, securities, and rights-of-way are received per the associated Subdivision Agreement with the property owners.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16<sup>th</sup> day of October 2018.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Preet Didbal, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

# ATTACHMENT 3



FAITH COURT  
SUBDIVISION AGREEMENT

This Agreement is made and entered into this 16<sup>th</sup> day of October, 2018, by and between FAITH, LLC 770 N. WALTON AVENUE, SUITE 600, YUBA CITY, CA 95993, hereinafter designated "Developer," and the CITY OF YUBA CITY, A MUNICIPAL CORPORATION, located in the County of Sutter, State of California, hereinafter designated "City."

WITNESSETH

WHEREAS, the City Council has approved and adopted certain rules and regulations governing the platting and subdividing of land in the City, the payment of fees in connection therewith, and the posting of bonds guaranteeing the installation of necessary permanent improvements all as set forth in Chapter 2 of Title 8 of the Yuba City Municipal Code; and

WHEREAS, Article 8 of said Chapter 2 specifically sets forth the requirements for the installation of necessary improvements affecting the development.

NOW, THEREFORE, the City and the Developer mutually agree as follows:

1. The Developer shall within two (2) years of the date of this Agreement construct or cause to be constructed at its own cost and expense all necessary permanent improvements for the subject development specifically described and shown on Drawing Number 5419-D which was approved by the City Engineer and filed in her office on September 17, 2018, and in accordance with applicable provisions of the State of

California, Department of Transportation, Standard Specifications, as amended by Special Provisions and/or Specifications submitted with the improvement plans and approved by the City Engineer.

2. If Developer shall fail to do, perform and complete said work, improvements, and other obligations within the period of time herein agreed upon and any extension or extensions of said period of time granted by City hereunder, or if delay in the construction or failure or deterioration of any portion of said work or improvements shall, in the opinion of the City Engineer of the City of Yuba City, endanger property outside the boundaries of said tract, City may, at its option, do, perform, complete, repair, or maintain the same or any part thereof and recover the full cost and expense thereof from Developer.

3. In order to guarantee the faithful performance by Developer of this Agreement, Developer shall, a minimum of ten (10) calendar days prior to Council action on this Agreement, present to and file with the City good and sufficient Improvement Security in the amount or sum of \$883,963.30, which sum is hereby agreed to be the sum fixed by the City for that purpose.

4. Developer shall also at the same time present to and file with City a good and sufficient Improvement Security in the amount or sum of \$883,963.30, and by its terms made to inure to the benefit of laborers and materialmen upon such work and improvements conditioned upon the payment of such laborers and materialmen for labor or material performed or rendered under the terms of said contract, and for amounts due under the Unemployment Insurance Act with respect to such work or labor as provided by Sections 66499 - 66499.10 of the Government Code of the State of California.

5. Developer shall pay to City concurrently with the execution of this Agreement a plan check and inspection fee in connection with City's review of the improvement plans for said development in the amount specified on Schedule A. Developer shall further cause to be paid to City those certain utility connection fees delineated on Schedule A attached hereto and by this reference made a part hereof prior to and as a condition precedent to the recordation of the final map for said subdivision, all as set forth in Title 8, Chapter 2 of the Yuba City Municipal Code.

6. Developer shall, prior to the commencement of construction of any of the improvements embraced within the subject development, take out and at all times maintain during the course of the construction thereof and prior to the completion and acceptance of said improvements, workers' compensation insurance as required by the Labor Code of this State. Developer shall furnish to City, prior to commencing work as herein provided for, evidence of such insurance.

7. Developer agrees with City that Developer will set, at its own cost and expense, all of the exterior boundaries of the property, the subject of this development and as the same shall be reflected on the final map prior to the recordation of said final map, and as a condition precedent to the acceptance and filing of said final map for recordation.

Further, Developer agrees with City that it shall cause to be set all interior boundaries of the property, the subject of this development and as shown on the final map to be submitted either prior to recordation and as a condition precedent to the acceptance of the final map and its recordation, or may, at its option, defer the establishment of said interior boundaries and postpone the same subsequent to the

recordation and acceptance of said final map on the condition that he post with the City, pursuant to the provisions of Section 66496 of the Government Code, the necessary monument bond to assure the establishment of said interior boundaries, all in accordance with the provisions of Section 66495 through and including 66498 of the Government Code.

Developer agrees with City that it shall cause to be installed, placed, and constructed, at Developer's sole cost and expense within the subject development, street lights, the same being a condition of the tentative map for said development as approved, in accordance with the improvement plans as approved and in accordance with City construction standards. The construction and completion of said street light improvements shall be a condition precedent to the acceptance and filing of the final map for said development, the same being a condition of the tentative map as approved.

8. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes, or freight embargoes, the Developer shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay from the beginning of such delay. If an extension of time is granted, it shall in no way affect the validity of this contract or release the surety on the bond attached hereto.

9. It is understood and agreed by and between City and Developer that Developer is not an employee of City in connection with the work called for by this Agreement but is an independent contractor, and, in doing the work called for by this Agreement, acts as an independent contractor and not as an employee of the City.

10. This Agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person, including Developer, its agents, servants, or employees, or to any property of any kind by whomsoever belonging, including the Developer from any cause or causes whatsoever while in, upon or in any way connected with the work to be done in said Agreement, and Developer hereby covenants and agrees to indemnify and save the City, and its officials and employees, harmless from loss or liability, cost or obligation on account of or arising out of such injuries or damages or losses however occurring. The duty of indemnity of the City and its officials and employees by Developer as in this paragraph provided, and as hereinafter stated, shall specifically include a duty to indemnify the City, its officials and employees when the same are concurrently actively negligent with Developer.

11. Developer shall indemnify and save harmless the City and its officials and employees from any claims, losses, or obligations on account of or arising out of operations of the Developer in performing the work called for in said Agreement which are claimed to cause a nuisance or injury or damage to persons or property owners on nearby land, if such loss or claim might arise, and also specifically agrees to indemnify and save harmless the City and its employees and officials from all costs and obligations, including attorneys' fees, on account of or arising out of any such injury or losses however occurring.

12. In connection with the foregoing, Developer agrees with City to take out comprehensive public liability and property damage insurance in the following amounts: comprehensive liability - \$2,000,000.00 per person, \$2,000,000.00 per occurrence; property damage - \$250,000.00. Developer shall cause City, its officers, agents, and

employees to appear as an additional insured under said comprehensive liability policy and shall provide thereunder that City shall be advised of any cancellation of said insurance at least ten (10) days prior to such purported cancellation.

13. The Developer shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.


14. Notwithstanding the acceptance of such work and improvements and inspection thereof by City, Developer guarantees all of said work and shall perform or cause to be performed repairs, additions, or corrective work caused by the deficiency or omission of Developer for one (1) year after the work has been installed and completed pursuant to Sections 66499.3 and 66499.9 of the Government Code of the State of California. The faithful performance bond herein provided shall cover the guarantee set forth in this paragraph.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

By \_\_\_\_\_  
MAYOR

FAITH, LLC 770 N. WALTON AVENUE, SUITE 600 YUBA CITY, CA 95993

By  \_\_\_\_\_  
DEVELOPER

Print Kurt Hilbers

ATTEST:

\_\_\_\_\_  
CITY CLERK

FAITH COURT  
SUBDIVISION AGREEMENT  
SCHEDULE A

In accordance with the provisions of the Agreement effective October 16<sup>th</sup>, 2018 and any amendments made thereto to which this Schedule A is attached and made a part, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that the following fees are payable a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

- (1) Public Improvement Plan Check and Inspection Fee:
- |  |                    |
|--|--------------------|
| Plan Check Items Only:                                     | \$960.00           |
| Plan Check and Inspection Fees (4% of Construction Costs): | <u>\$29,015.20</u> |
| <b>Total Plan Check and Inspection Fees =</b>              | <b>\$29,975.20</b> |
- (2) Sewer Extension Fees  
Developer constructing sewer main.
- (3) Sewer Connection Fees  
(Per Section 6-5.504 Municipal Code)  
Deferred until application for building permits are filed.
- (4) Water Connection Fees
- |  |            |
|--|------------|
| One, City – 8" Hot-Tap   | \$5,251.45 |
| One, 1" water service for irrigation service along Monroe and entrance | \$4,373.00 |
- All other connection fees deferred until applications for building permits are filed.
- (5) Water Meter
- |   |          |
|---|----------|
| One, 1" water meter fee for irrigation service along Monroe and entrance. | \$592.38 |
|---|----------|
- (6) Sutter County Water Agency Drainage Fees  
Developer shall pay fees prior to building permit issuance.
- TOTAL FEES PAYABLE** **\$40,192.03**



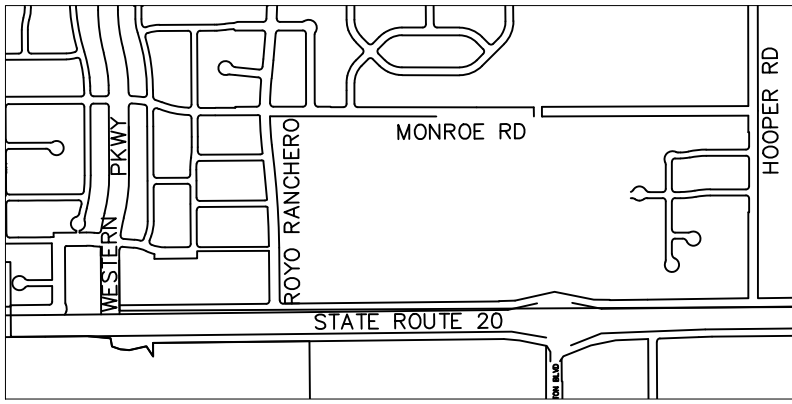
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Diana Langley  
Public Works Director

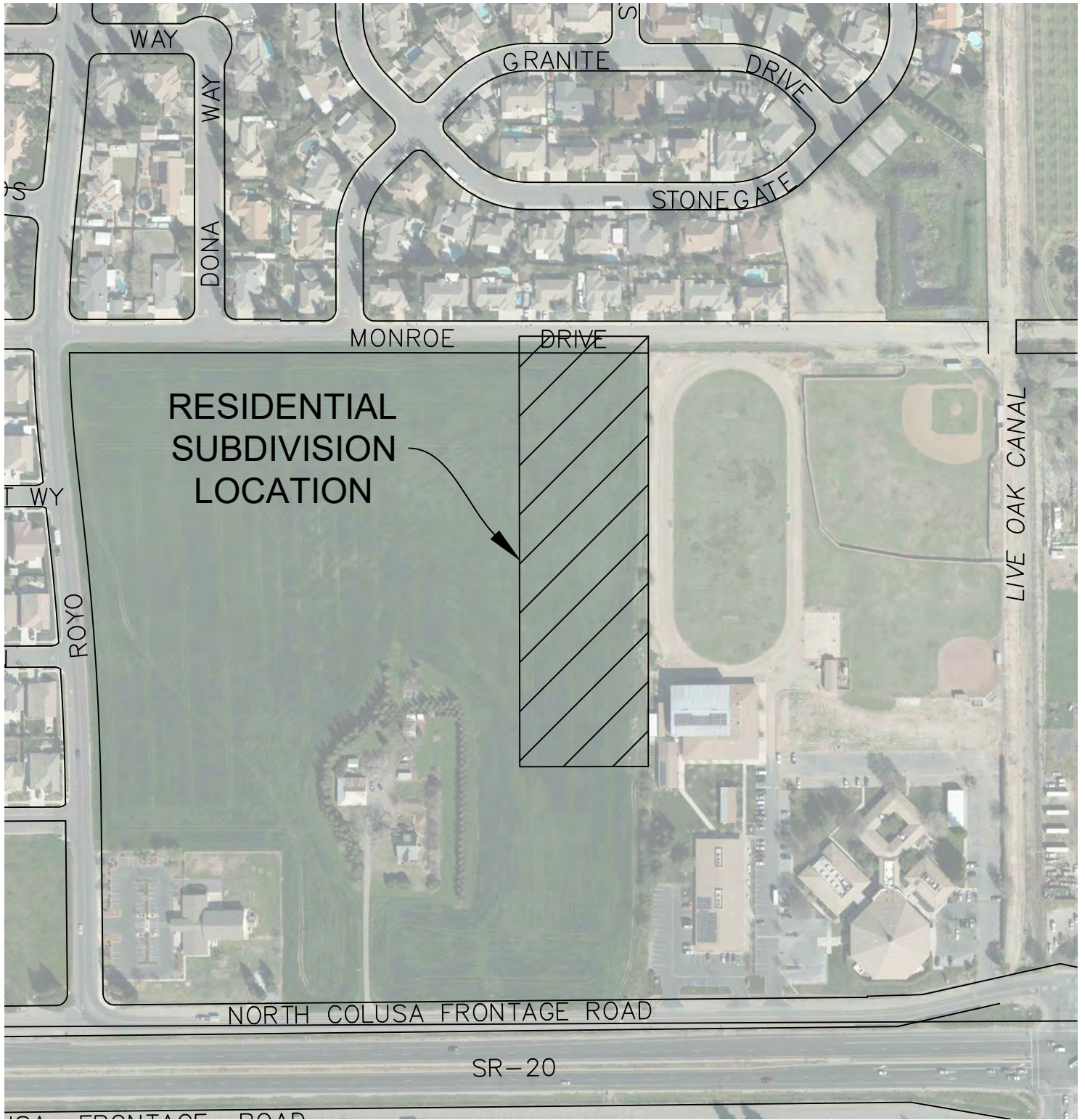
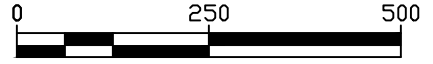
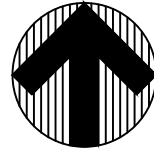
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Date

# ATTACHMENT 4

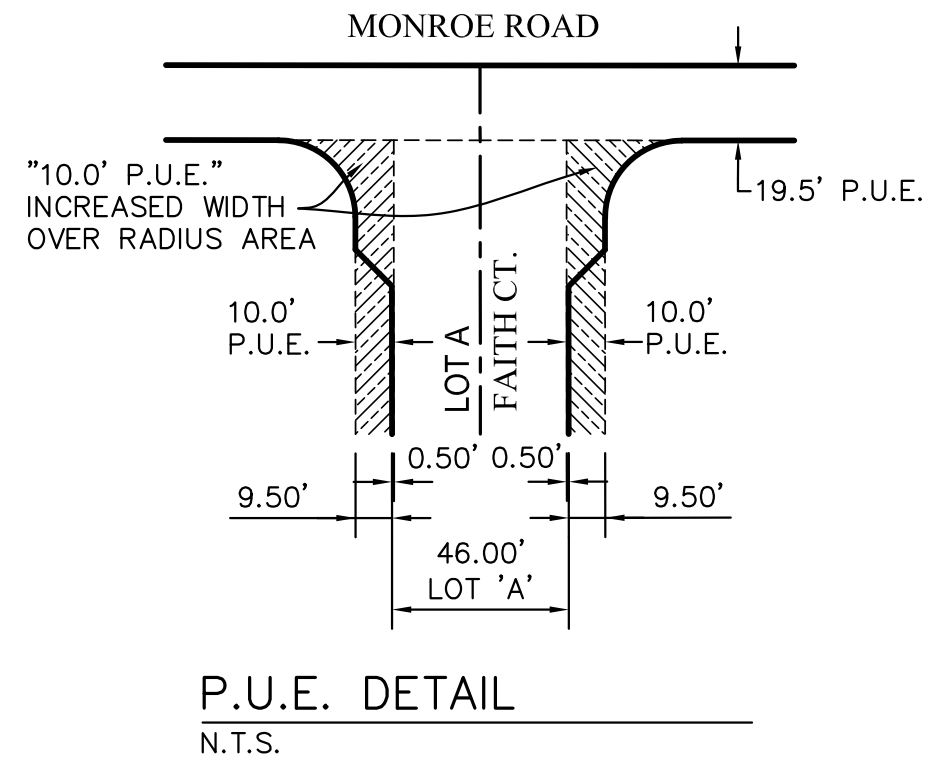
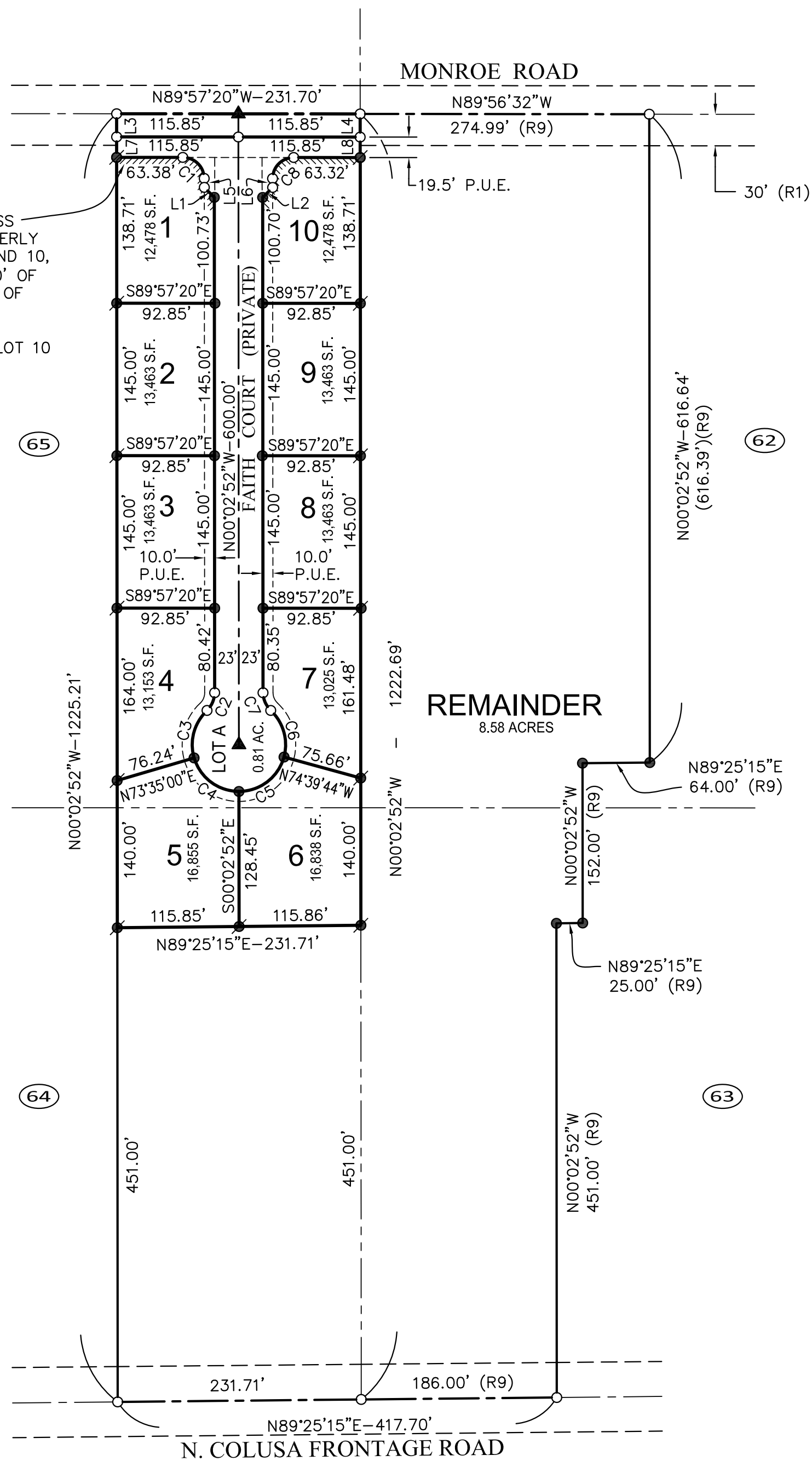


# FAITH COURT SUBDIVISION LOCATION MAP



SCALE: 1"=100'

HATCHING INDICATES RELINQUISHMENT OF ACCESS RIGHTS ALONG THE NORTHERLY BOUNDARIES OF LOTS 1 AND 10, ALONG THE NORTHERLY 50' OF THE EASTERLY BOUNDARY OF LOT 1 AND ALONG THE NORTHERLY 50' OF THE WESTERLY BOUNDARY OF LOT 10

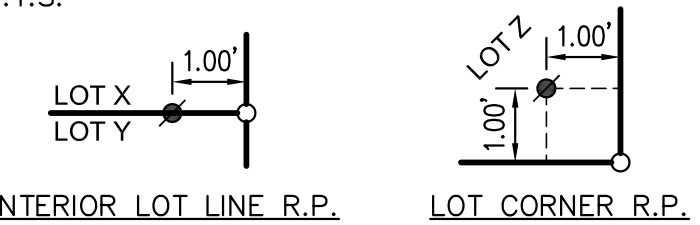


**LEGEND**

- FOUND MONUMENT AS DESCRIBED
- △ FOUND MONUMENT IN WELL AS DESCRIBED
- ▲ SET STANDARD CITY MONUMENT IN WELL STAMPED LS7414
- SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED LS7414
- ⊙ SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED LS7414, 1.00' R.P. - SEE DETAIL "R.P." BELOW.
- CALCULATED POINT, NOTHING FOUND OR SET
- ( ) EMBRACES RECORD DATA
- (CALC.) CALCULATED
- R.P. REFERENCE POINT
- BOUNDARY OF SUBDIVIDED PROPERTY/LOT BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- LOT LINE PER (R1)
- (72) LOT NUMBER PER (R1)
- 14 LOT NUMBER PER THIS MAP

**DETAIL "R.P."**

N.T.S.



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N45°02'52"W	13.43'
L2	N44°57'08"E	13.43'
L3	N00°02'52"W	22.00'
L4	N00°02'52"W	22.00'
L5	N00°02'52"W	8.53'
L6	N00°02'52"W	8.47'
L7	N00°02'52"W	19.50'
L8	N00°02'52"W	19.50'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA
C1	20.00'	31.38'	89°54'28"
C2	23.00'	18.88'	47°02'26"
C3	44.50'	49.25'	63°24'33"
C4	44.50'	57.19'	73°37'53"
C5	44.50'	57.95'	74°36'52"
C6	44.50'	48.48'	62°25'34"
C7	23.00'	18.88'	47°02'26"
C8	20.00'	31.45'	90°05'32"

**FAITH COURT SUBDIVISION PHASE 1**

CITY OF YUBA CITY

BEING A SUBDIVISION OF PORTIONS OF LOTS 62, 63, 64 AND 65 OF "MAP OF SUBDIVISION NO. 2 OF THE ELMER TRACT", SITUATED IN SECTION 18, TOWNSHIP 15 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN.

YUBA CITY, CALIFORNIA

SEPTEMBER, 2016

PREPARED BY: LAUGHLIN AND SPENCE 1008 LIVE OAK BLVD. YUBA CITY, CA 95991 JOB# 149053