#### CITY OF YUBA CITY STAFF REPORT

Date:	November 5, 2019
То:	Honorable Mayor & Members of the City Council
From:	Public Works Department
Presentation by:	Benjamin Moody, Interim Assistant Public Works Director
Summary	
Subject:	Landscape Maintenance Agreement Amendment – Sullivan Family Limited Partnership
Recommendation:	A. Adopt a Resolution amending the Landscape Maintenance Agreement with the State of California, dated October 22, 2014, for the maintenance of developed property within the State of California State Route 20 right-of- way associated with John L. Sullivan Dodge Chrysler Jeep RAM, located at 950 Harter Parkway.
	B. Adopt a Resolution amending the Landscape Maintenance Agreement with the property owners of 950 Harter Parkway, Sullivan Family Limited Partnership, dated September 16, 2014, for the maintenance of developed property within the State of California State Route 20 right-of-way.
Fiscal Impact:	None – The City will continue to pass on the responsibilities and costs of facilities maintenance to the property owner through the execution of the Landscape Maintenance Agreement Amendment.

#### Purpose:

To provide for maintenance of landscaping and associated improvements installed in the State of California right-of-way within City limits.

#### Background:

John L. Sullivan Dodge Chrysler Jeep RAM and Yuba City Toyota dealerships were constructed adjacent to Harter Parkway and State Route 20 in 2014. As part of their improvements, both dealerships installed landscaping and decorative fencing within the state right-of-way. When improvements are constructed within state right-of-way, the State of California, through the Department of Transportation (Caltrans), requires the execution of a Landscape Maintenance Agreement with the City to ensure that any landscaping and/or fencing constructed within state right-of-way are maintained in accordance with their standards. Agreements with Sullivan Family Limited Partnership (Sullivan), Sutter Partners LLC (Toyota), and Caltrans were executed with the City on September 16, 2014, October 7, 2014, and October 22, 2014 respectively.

In 2019, Sullivan constructed improvements expanding their lot one hundred thirty-two feet to the west, which included constructing landscape and fence to match the existing improvements within the state right-of-way. With the landscaping and fencing portion of the expansion taking place within state right-of-way, Caltrans has requested an amendment be made to include these new areas within the original agreement between the City and Caltrans. As a result, the City is also requesting an amendment to the agreement between the City and Sullivan.

### Analysis:

The attached amendment to the agreement with Caltrans ensures that the expanded area for landscaping and fencing within state right-of-way will be maintained in a neat and attractive manner by the City. If the City were to fail to meet the terms of the agreement, the State could take over the maintenance functions or require that the right-of-way be restored to its prior condition at the City's expense.

The City will pass on these maintenance and fiscal responsibilities assigned to the City through the Caltrans amended agreement to the property owners of 950 Harter Parkway through the execution of an agreement amendment with the property owners. This will satisfy the City's requirements as the responsible party according to the State's standards.

### Fiscal Impact:

There is no fiscal impact to the City. The City will pass on the responsibilities and costs of facilities maintenance to the property owners through the execution of the amendment with the Sullivan Family Limited Partnership.

### Alternatives:

Do not enter into the agreements with the State and/or property owner. This will impact development of the property. Failure to enter into these agreements would leave the area to be maintained by Caltrans and not allow for the improvements to be installed. Historically, businesses have had concerns that Caltrans does not provide a level of service for areas adjacent to the developments.

#### Recommendation:

- A. Adopt a resolution amending the Landscape Maintenance Agreement with the State of California, dated October 22, 2014, for the maintenance of developed property within the State of California State Route 20 highway right-of-way associated with John L. Sullivan Dodge Chrysler Jeep RAM, located at 950 Harter Parkway.
- B. Adopt a resolution amending the Landscape Maintenance Agreement with the property owners of 950 Harter Parkway, Sullivan Family Limited Partnership, dated September 16, 2014, for the maintenance of developed property within the State of California State Route 20 highway right-of-way.

#### Attachments:

- 1. Resolution Amendment to Agreement with State of California
  - a. Amendment No. 1 to Landscape Maintenance Agreement with State of California

- Resolution Amendment to Agreement with Property Owner

   Amendment No. 1 to Landscape Maintenance Agreement with Property Owner

  3. Exhibit – Vicinity Map

Prepared by:

Submitted by:

/s/ Joshua G. T. Wolffe Joshua G. T. Wolffe Assistant Engineer

/s/ Michael Rock Michael Rock City Manager

Reviewed by:	
Public Works Director	<u>BM</u>
Finance Director	<u>SM</u>
City Attorney	SLC by email

# ATTACHMENT 1

### RESOLUTION NO.

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AMENDING THE LANDSCAPE MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DATED OCTOBER 22, 2014 FOR THE MAINTENANCE OF DEVELOPED PROPERTY WITHIN THE STATE OF CALIFORNIA STATE ROUTE 20 RIGHT-OF-WAY ASSOCIATED WITH JOHN L. SULLIVAN CHRYSLER JEEP RAM, LOCATED AT 950 HARTER PARKWAY

WHEREAS, John L. Sullivan Dodge Chrysler Jeep RAM, located at 950 Harter Parkway south of State Route 20, and Yuba City Toyota, located at 955 Harter Parkway south of State Route 20, constructed improvements adjacent to State Route 20 and Harter Parkway in 2014, with portions of work adjacent to State Route 20 that were in state right-of-way; and,

WHEREAS, the City of Yuba City entered into Landscape Maintenance Agreements with Sullivan Limited Partnership (Sullivan), Sutter Partners LLC (Toyota), and the Department of Transportation (Caltrans) on September 16, 2014, October 7, 2014, and October 22, 2014 respectively, to delegate maintenance responsibilities for the portions of land within state right-of-way; and,

WHEREAS, through the 2019 expansion of Sullivan, the property owners are currently constructing improvements including landscaping and fencing within state right-of-way westerly one hundred thirty-two feet; and,

WHEREAS, the State of California, through Caltrans, requires an amendment to the existing agreement with the City of Yuba City regarding the maintenance of said expansion area.

NOW THEREFORE BE IT RESOLVED and ordered by the City Council of the City of Yuba City as follows:

- 1. The Mayor is hereby authorized and directed to execute on behalf of the City of Yuba City that certain Amendment to the Landscape Maintenance Agreement in the City of Yuba City between the City of Yuba City and the State of California, through the Department of Transportation.
- 2. A copy of said Amendment in the City of Yuba City is attached hereto for reference.

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 5<sup>th</sup> day of November 2019.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

# APPROVED AS TO FORM COUNSEL FOR YUBA CITY:

Shannon L. Chaffin, City Attorney Aleshire & Wynder, LLP

Attachment(s):

A. Amendment to Landscape Maintenance Agreement with State of California.

# ATTACHMENT A

### AMENDMENT NO. 1 TO LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 20 WITHIN THE CITY OF YUBA CITY

This AMENDMENT NO. 1 to the Landscape Maintenance Agreement identified below (AMENDMENT), entered into and effective on \_\_\_\_\_\_\_, 2019, is between the State of California, acting by and through its Department of Transportation, referred to herein as "STATE", and the City of Yuba City, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

#### **RECITALS:**

- 1. STATE and CITY, collectively referred to herein as "PARTIES", entered into an agreement on October 22, 2014, entitled "Landscape Maintenance agreement within State Highway Right of Way on Route 20 within the City of Yuba City" (AGREEMENT). AGREEMENT defined the terms and conditions applicable to CITY's maintenance of landscaping, irrigation systems, and the non-standard fence within STATE right of way along State Route 20, as shown in Exhibit A of AGREEMENT.
- 2. The purpose of this AMENDMENT is to assign and expand the maintenance responsibilities for the landscape, irrigation systems, (collectively the "LANDSCAPING") and the non-standard fence (hereafter the "FENCE") placed within the State Highway right of way on State Route 20, as shown on Exhibit A "Revised", attached to and made a part of this AGREEMENT.
- 3. STATE and CITY desire to amend AGREEMENT as provided herein.

### IT IS THEREFORE MUTUALLY AGREED:

4. Article 1 of AGREEMENT is hereby deleted and replaced in its entirety to read as follows:

"1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit Numbers 0313-6FN0500, 0313-6LC0723, and 0319-6LC0149."

- 5. Exhibit "A" of AGREEMENT is hereby deleted and replaced by Exhibit A "Revised".
- 6. All other terms and conditions of AGREEMENT shall remain in full force and effect.
- 7. AMENDMENT is hereby deemed to be included and made a part of AGREEMENT.

SUT 20 PM 14.36-14.6 City of Yuba City Encroachment Permit No. 0319-6LC0149

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF YUBA CITY

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

BOB FRANZOIA Director of Transportation (A)

By:

Amarjeet S. Benipal District 3 Director

ATTEST:

By:

Mayor

By: Clerk

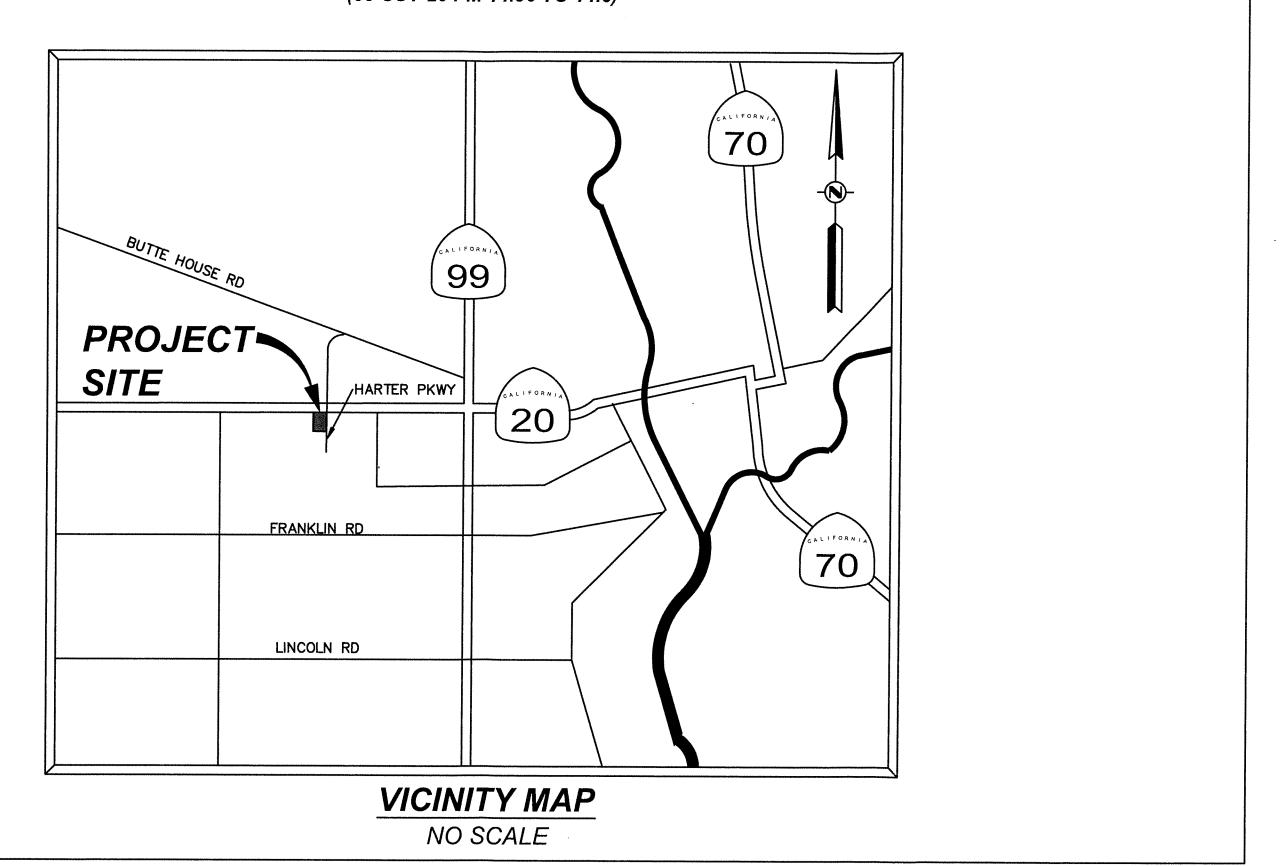
By

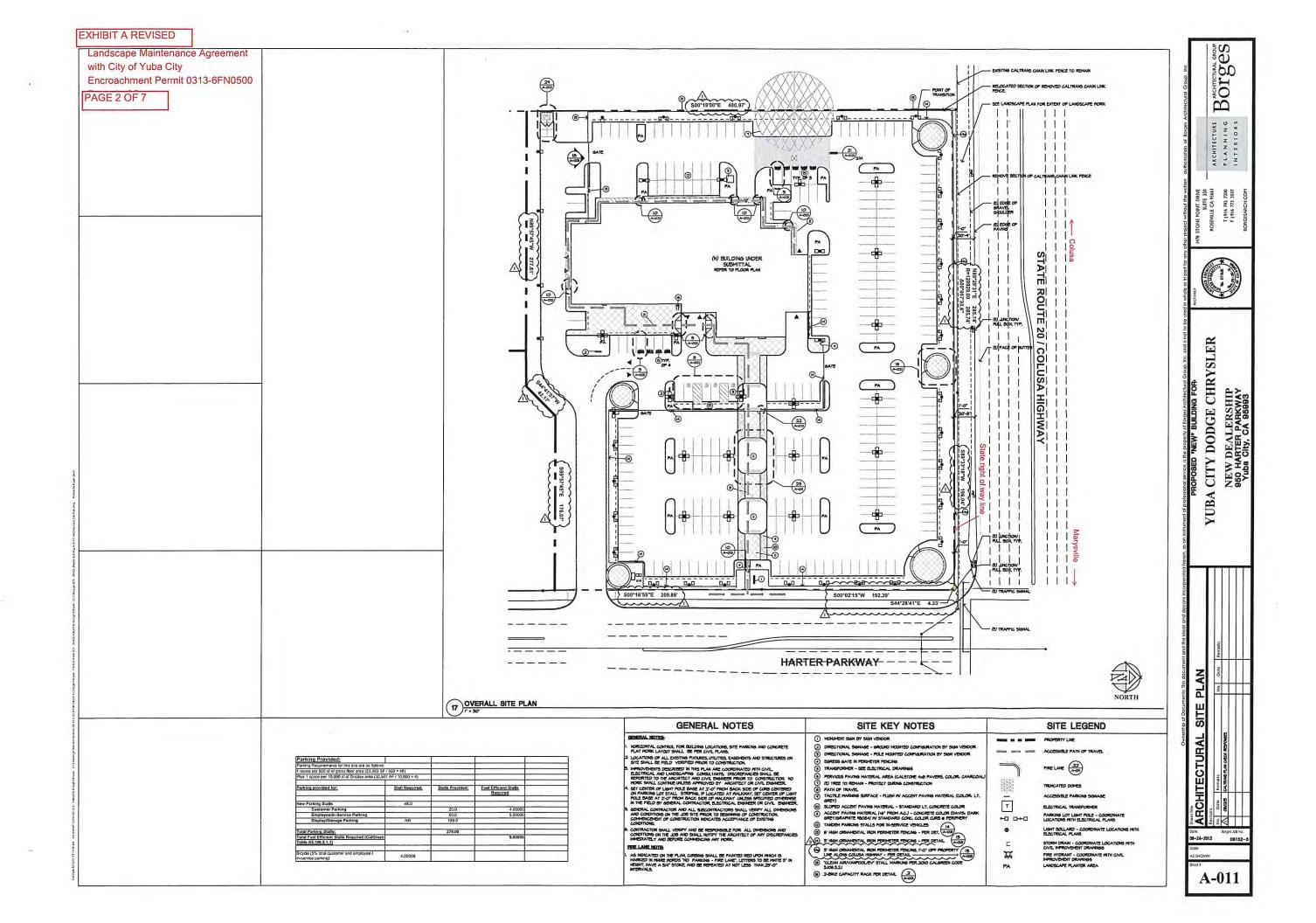
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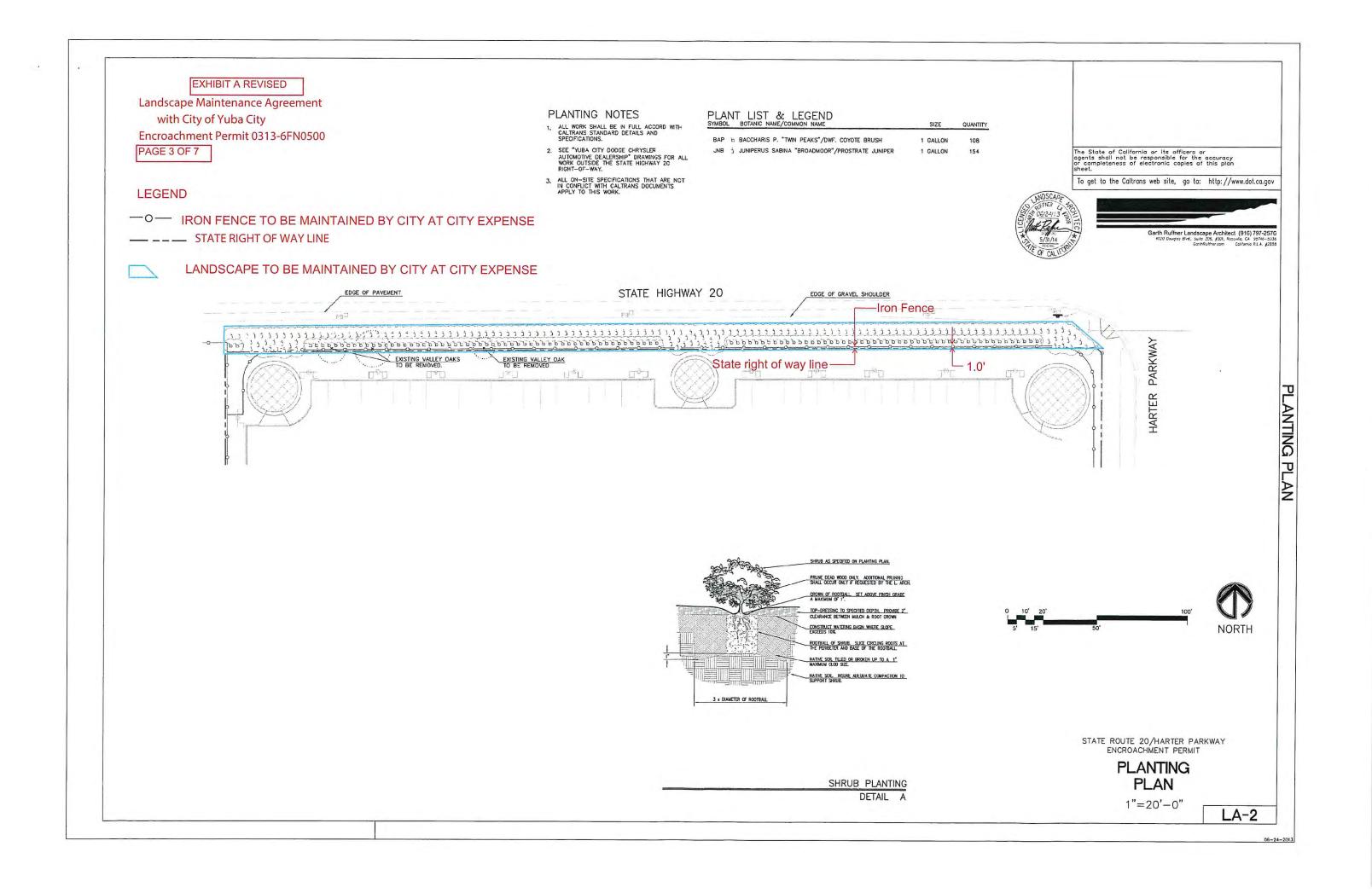
By: Attorney Department of Transportation

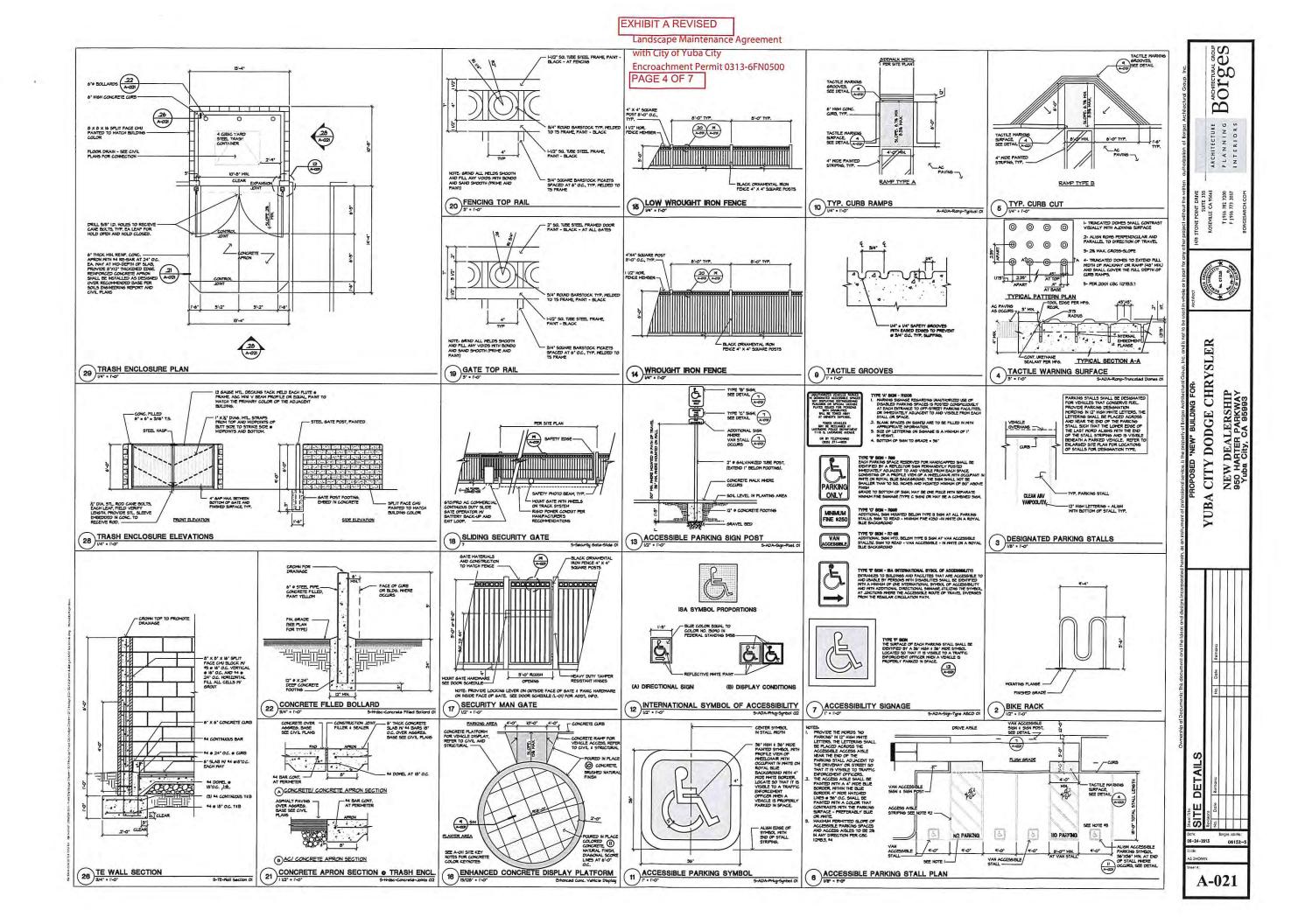
## LANDSCAPE MAINTENANCE AGREEMENT WITH CITY OF YUBA CITY EXHIBIT A "Revised" PAGE 1 OF 7

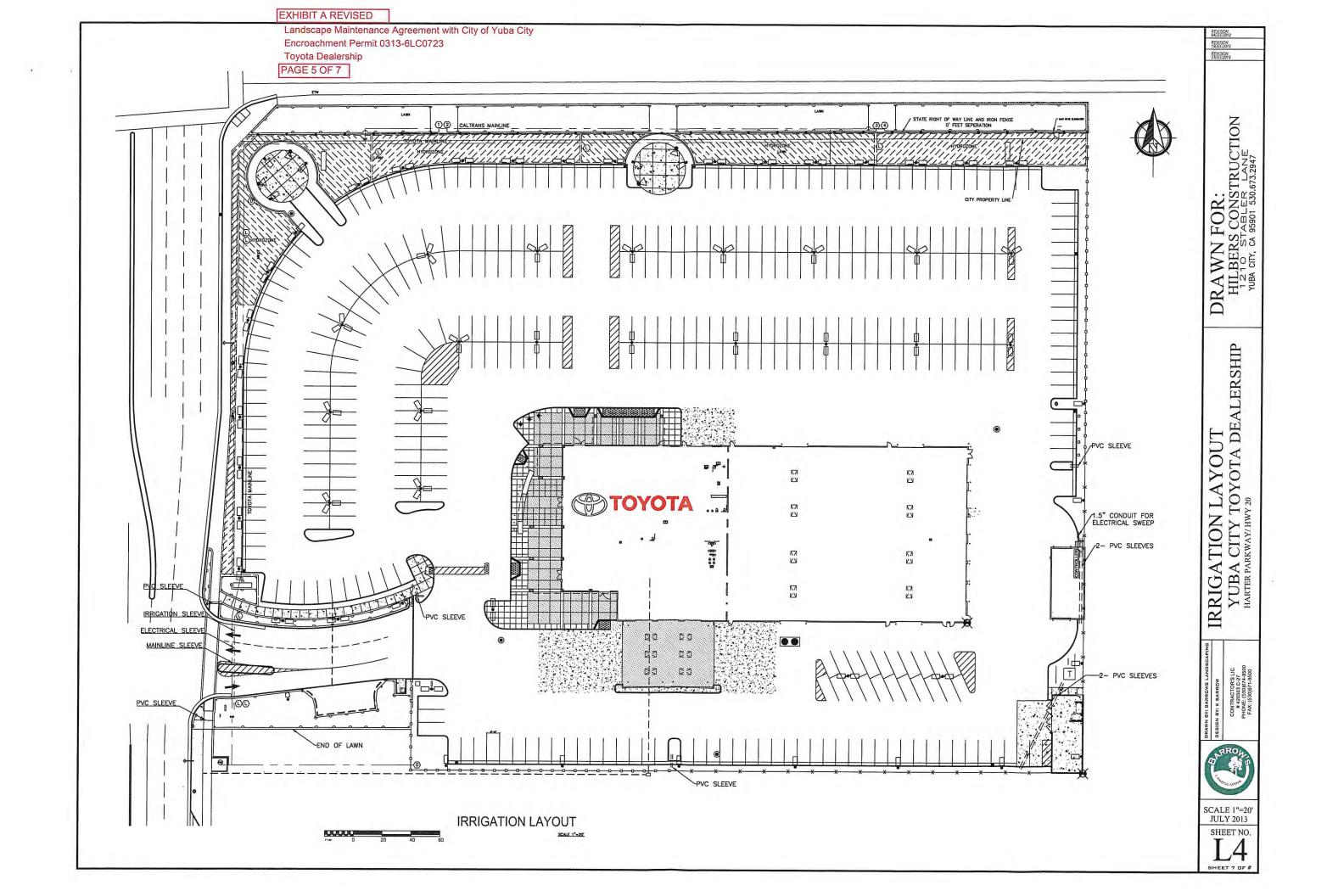
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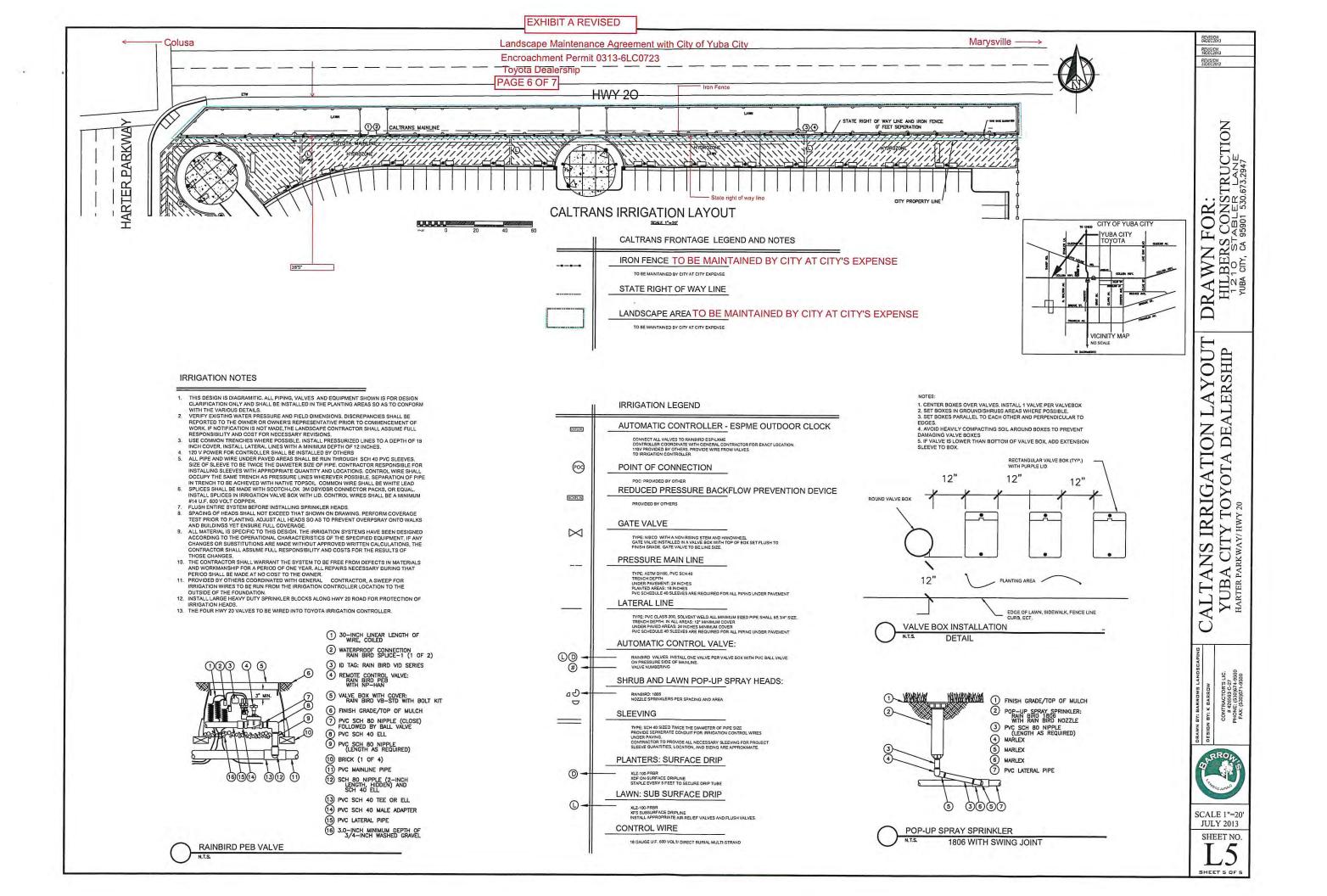


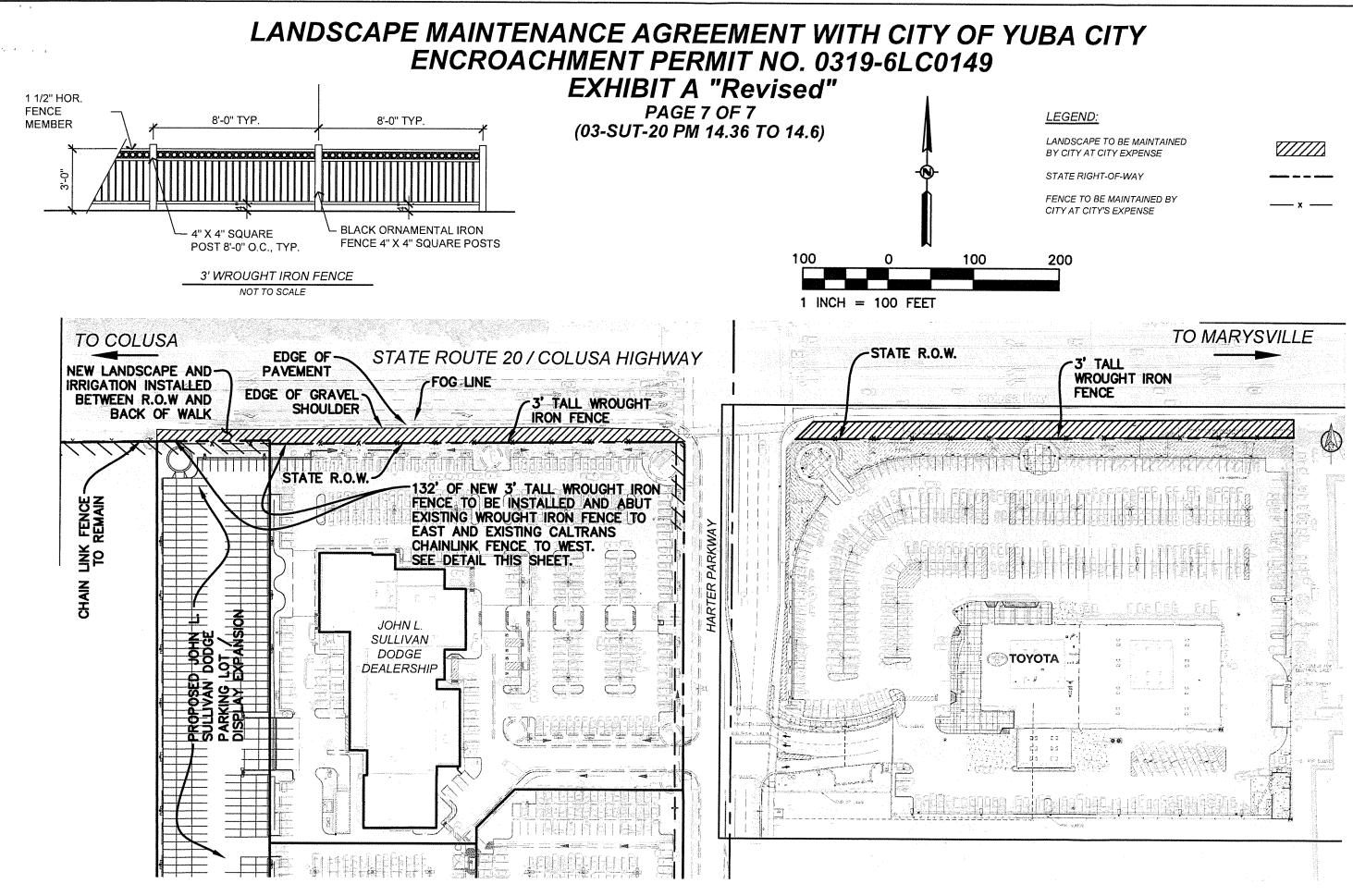












# ATTACHMENT 2

### RESOLUTION NO.

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AMENDING THE LANDSCAPE MAINTENANCE AGREEMENT WITH THE PROPERTY OWNERS OF 950 HARTER PARKWAY, SULLIVAN FAMILY LIMITED PARTNERSHIP, DATED SEPTEMBER 16, 2014, FOR THE MAINTENANCE OF DEVELOPED PROPERTY WITHIN THE STATE OF CALIFORNIA STATE ROUTE 20 RIGHT-OF-WAY

WHEREAS, John L. Sullivan Dodge Chrysler Jeep RAM, located at 950 Harter Parkway south of State Route 20, and Yuba City Toyota, located at 955 Harter Parkway south of State Route 20, constructed improvements adjacent to State Route 20 and Harter Parkway in 2014, with portions of work adjacent to State Route 20 that were in state right-of-way; and,

WHEREAS, the City of Yuba City entered into Landscape Maintenance Agreements with Sullivan Limited Partnership (Sullivan), Sutter Partners LLC (Toyota), and the Department of Transportation (Caltrans) on September 16, 2014, October 7, 2014, and October 22, 2014 respectively, to delegate maintenance responsibilities for the portions of land within state right-of-way; and,

WHEREAS, through the 2019 expansion of Sullivan, the property owners are currently constructing improvements including landscaping and fencing within state right-of-way westerly one hundred thirty-two feet; and,

WHEREAS, the City of Yuba City, requires an amendment to the existing agreement with Sullivan regarding the maintenance of said expansion area.

NOW THEREFORE BE IT RESOLVED and ordered by the City Council of the City of Yuba City as follows:

- 1. The Mayor is hereby authorized and directed to execute on behalf of the City of Yuba City that certain Amendment to the Landscape Maintenance Agreement in the City of Yuba City between the City of Yuba City and the Sullivan Family Limited Partnership.
- 2. A copy of said Amendment in the City of Yuba City is attached hereto for reference.

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 5<sup>th</sup> day of November 2019.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM COUNSEL FOR YUBA CITY:

Shannon L. Chaffin, City Attorney Aleshire & Wynder, LLP

Attachment(s):

A. Amendment to Landscape Maintenance Agreement with Sullivan Limited Partnership

# ATTACHMENT A

#### AMENDMENT NO. 1 TO AGREEMENT FOR LANDSCAPE MAINTENANCE ON STATE ROUTE 20 – SULLIVAN FAMILY LIMITED PARTNERSHIP

THIS AMENDMENT NO. 1 to the Agreement for Landscape Maintenance identified below (AMENDMENT) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by and between Sullivan Family Limited Partnership hereinafter designated "Owner," and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter designated "City." WITNESSETH

WHEREAS, City and State collectively referred to herein as "Parties", entered into an agreement on September 16, 2014, entitled "Agreement for Landscape Maintenance on State Route 20 – Sullivan Family Limited Partnership" (AGREEMENT). AGREEMENT defined the terms and conditions applicable to Owner's maintenance of landscaping, irrigation systems, and the non-standard fence along State Route 20, as shown in Exhibit A of AGREEMENT.

WHEREAS, the purpose of this AMENDMENT is to assign and expand the maintenance of responsibilities for the landscape, irrigation systems, and the non-standard fence placed within State Highway right-of-way on State Route 20, as Shown on Exhibit A "Revised", attached to and made a part of this AGREEMENT.

WHEREAS, City and Owner desire to amend AGREEMENT as provided herein.

NOW, THEREFORE, City and Owner mutually agree as follows:

1. The second WHEREAS clause of AGREEMENT is hereby deleted and replaced in its entirety to read as follows:

"WHEREAS the certain lands located in the right-of-way of the State of California are located north of Owner's property identified by APNs 63-010-101 and 63-010-142, with the legal descriptions attached as Exhibit A REVISED."

- 2. Exhibit A of AGREEMENT is hereby deleted and replaced by Exhibit A REVISED.
- 3. Exhibit B of AGREEMENT is hereby deleted and replaced with Exhibit B REVISED.
- 4. All other terms and conditions of AGREEMENT shall remain in full force and effect.
- 5. AMENDMENT is hereby deemed to be included and made a part of AGREEMENT.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

BY	
	Shon Harris, Mayor
BY	
	Patricia Buckland, City Clerk
	SULLIVAN FAMILY LIMITED PARTNERSHIP
BY	
TITLE	

### EXHIBIT A REVISED LEGAL DESCRIPTION APN 63-010-101

The lot described here-in below is situated in the City of Yuba City, County of Sutter, State of California and is a portion of the Northeast one-quarter of Section 20, Township 15 North, Range 3 East, M.D.M. and is described as follows:

All of Lot 9 and a portion of Lots 10 and 11, as said Lots are shown on the official plat of "River Valley Commercial Center", filed for record in the office of the Recorder of Sutter County in Book 19 of Surveys, Page 100, and described as follows:

Beginning at a point located on the west line of said Lot 10 which bears South 00°19'00" East 63.48 feet from the northwest corner thereof; thence from said Point of Beginning North 89°57'45" West 241.67 feet to the west line of said Lot 11; thence along said west line North 00°19'00" West 63.48 feet to the southwest corner of said Lot 9; thence along the west line of said Lot 9 North 00°19'00" West 400.97 feet to the northwest corner thereof, being also the southerly right of way line of Colusa Highway (State Highway 20); thence along the north line of said Lot 9 and said right of way line the following three (3) courses: (1) curving to the right on an arc of a 129,925.00 foot radius curve, said arc having an interior angle of 00°07'33.63", an arc of length of 285.74 feet and being subtended by a chord bearing North 89°29'31" East 285.74 feet, (2) North 89°33'18" East 196.04 feet, and (3) South 44°28'41" East 4.33 feet to the east line of said Lot 9, being also the westerly right of way line of Harter Parkway, a public street shown on said Plat; thence along the easterly line of said Lot 9 and said westerly right of way line the following two (2) courses: (1) South 00o02'15" West 192.39 feet and (2) South 00°16'55" East 209.86 feet to the southeast corner of said Lot 9; thence along the south line of said Lot 9 North 89°57'45" West 196.81 feet; thence leaving said south line South 45°00'00" West 63.30 feet to the west line of said Lot 10; thence along the west line of said Lot 10 South 00°19'00" East 18.69 feet to the Point of Beginning; containing 4.855 Acres, more or less.

#### End of Description

### LEGAL DESCRIPTION APN 63-010-142



#### **RECORDING REQUESTED BY:** First American Title Company

### MAIL TAX STATEMENT

AND WHEN RECORDED MAIL DOCUMENT TO: John L. Sullivan Family Limited Partnership 700 Automall Drive Roseville, CA 95661

## 2018-0016991

MS

Recorded Official Records County of Sutter Donna M. Johnston Clerk Recorder

REC FEE 19.00 TAX 1427.25 SURVEY MONUME 10.00 HFE-DTT 0.00

09:10AM 31-Dec-2018 Page 1 of 2

Space Above This Line for Recorder's Use Only

#### A.P.N.: 63-010-090 (a portion of)

File No.: 3427-5672057 (LK)

### **GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$1,427.25; SURVEY MONUMENT FEE \$ ſ

] computed on the consideration or full value of property conveyed, OR Х

1 computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

City of Yuba City, and Х Γ

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Calvary Christian Center Assembly of God of Yuba City California, a California corporation fomerly known as Calvary Temple Assembly of God, a California corporation

hereby GRANTS to John L. Sullivan Family Limited Partnership, a California limited partnership

the following described property in the City of Yuba City, County of Sutter, State of California:

Parcel 2 of Parcel Map No. 18-02, according to the official map thereof, filed for record on December 20, 2018 in Book 8 of Parcel Maps, at page 98, Sutter County Records.

Grant Deed - continued

Date: 12/20/2018

ē

A.P.N.: 63-010-090

File No.: 3427-5672057 (LK)

Dated: December 20, 2018

Calvary Christian Center Assembly of God of Yuba City California, a California corporation

By:

Name: Michael A. Ciociola Title: CEO

By:

Name: Clifford E. Smart Title: Secretary/CFO

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 CAUFORNAA )SS COUNTY OF SULTER )

, Notary Public, personally appeared

On DECEMBER 21, 2018 Michael A. Clociola and Clifford E. Smart

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.

before me, J.O. GARAIDO

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.

Notary Signature

This area for official notarial seal.



END OF EXHIBIT A REVISED

## EXHIBIT B REVISED AMENDMENT NO. 1 WITH STATE AGREEMENT

### AMENDMENT NO. 1 TO LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 20 WITHIN THE CITY OF YUBA CITY

This AMENDMENT NO. 1 to the Landscape Maintenance Agreement identified below (AMENDMENT), entered into and effective on \_\_\_\_\_\_\_, 2019, is between the State of California, acting by and through its Department of Transportation, referred to herein as "STATE", and the City of Yuba City, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

#### **RECITALS:**

- 1. STATE and CITY, collectively referred to herein as "PARTIES", entered into an agreement on October 22, 2014, entitled "Landscape Maintenance agreement within State Highway Right of Way on Route 20 within the City of Yuba City" (AGREEMENT). AGREEMENT defined the terms and conditions applicable to CITY's maintenance of landscaping, irrigation systems, and the non-standard fence within STATE right of way along State Route 20, as shown in Exhibit A of AGREEMENT.
- 2. The purpose of this AMENDMENT is to assign and expand the maintenance responsibilities for the landscape, irrigation systems, (collectively the "LANDSCAPING") and the non-standard fence (hereafter the "FENCE") placed within the State Highway right of way on State Route 20, as shown on Exhibit A "Revised", attached to and made a part of this AGREEMENT.
- 3. STATE and CITY desire to amend AGREEMENT as provided herein.

### IT IS THEREFORE MUTUALLY AGREED:

4. Article 1 of AGREEMENT is hereby deleted and replaced in its entirety to read as follows:

"1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit Numbers 0313-6FN0500, 0313-6LC0723, and 0319-6LC0149."

- 5. Exhibit "A" of AGREEMENT is hereby deleted and replaced by Exhibit A "Revised".
- 6. All other terms and conditions of AGREEMENT shall remain in full force and effect.
- 7. AMENDMENT is hereby deemed to be included and made a part of AGREEMENT.

SUT 20 PM 14.36-14.6 City of Yuba City Encroachment Permit No. 0319-6LC0149

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF YUBA CITY

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

BOB FRANZOIA Director of Transportation (A)

By:

Amarjeet S. Benipal District 3 Director

ATTEST:

By:

Mayor

By: Clerk

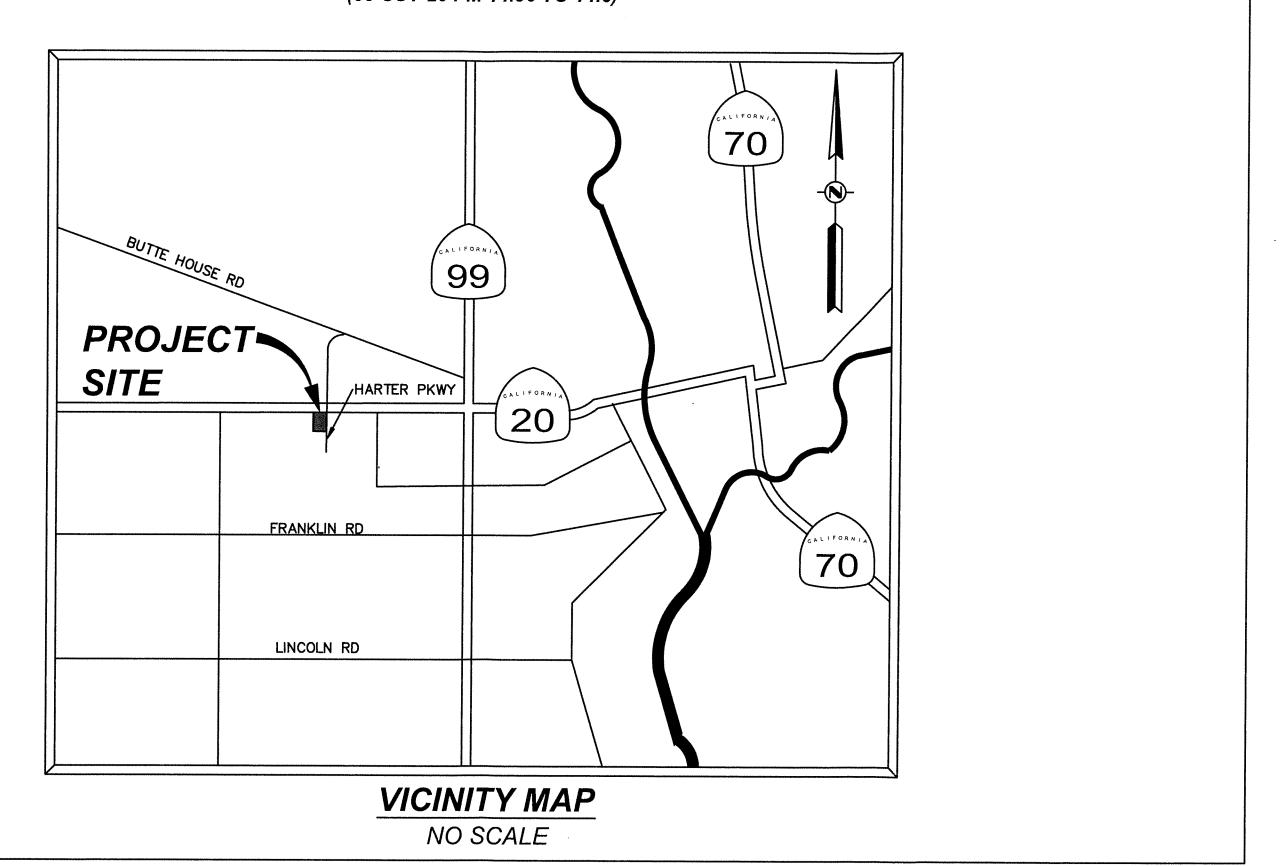
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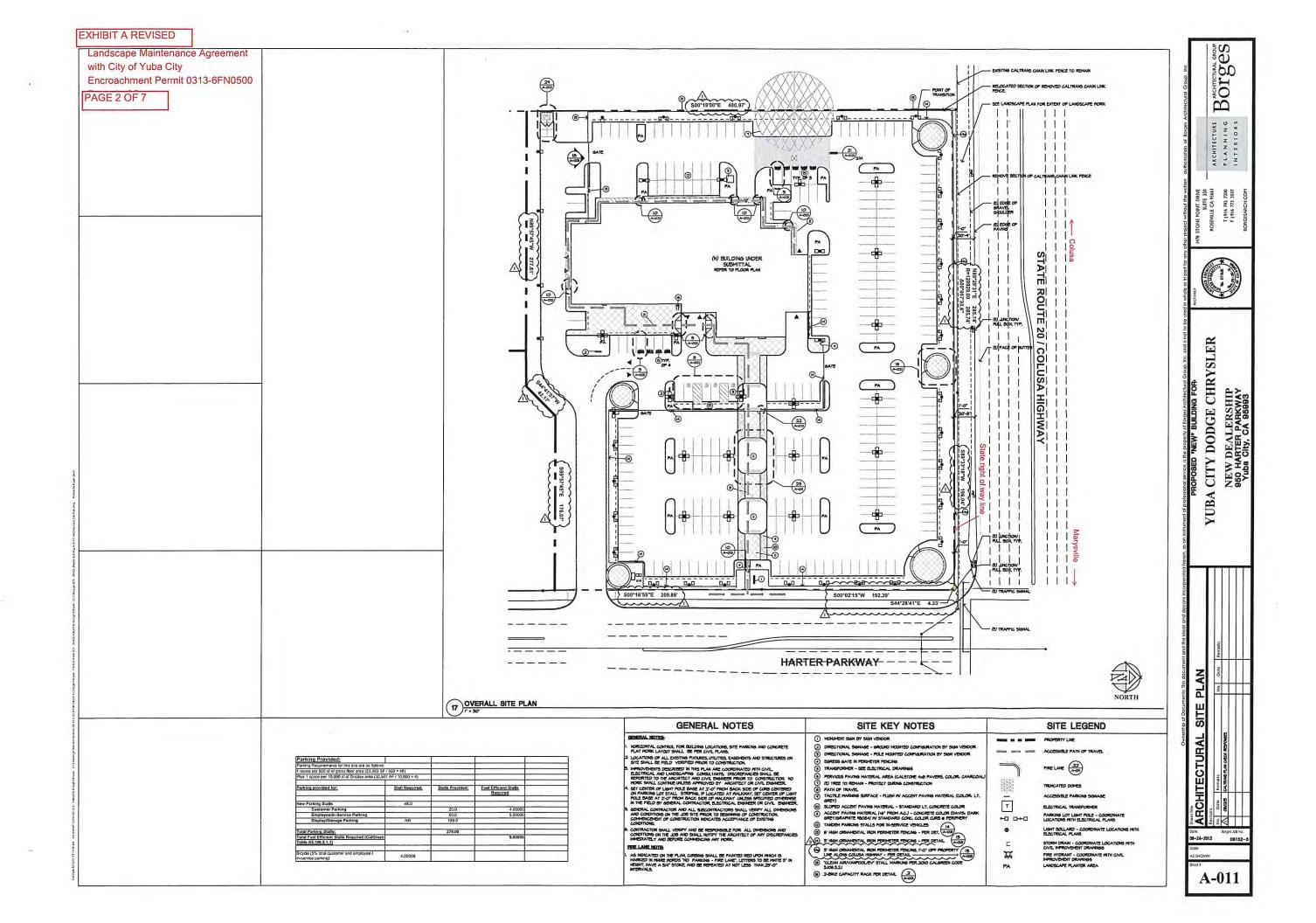
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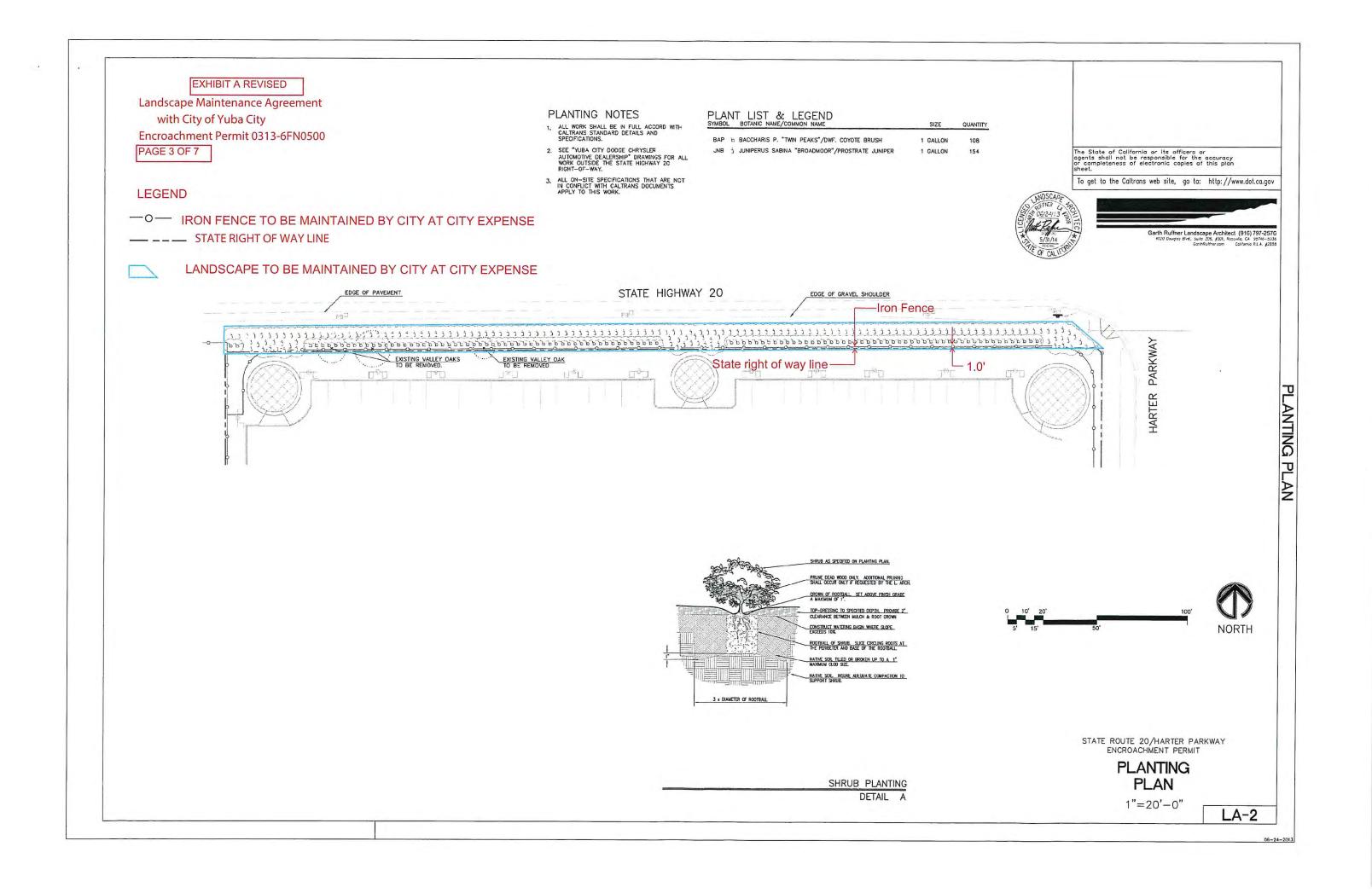
By: Attorney Department of Transportation

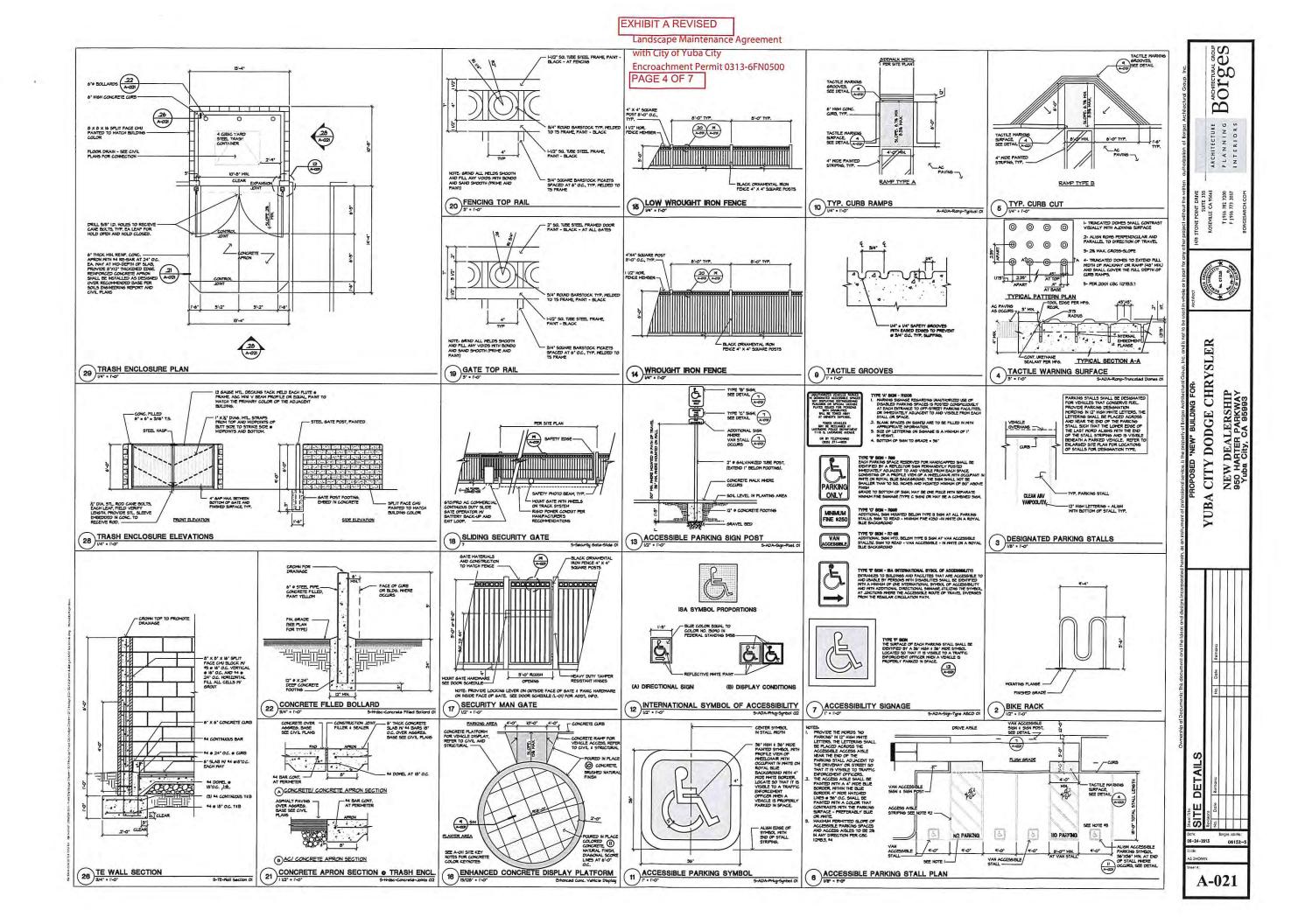
## LANDSCAPE MAINTENANCE AGREEMENT WITH CITY OF YUBA CITY EXHIBIT A "Revised" PAGE 1 OF 7

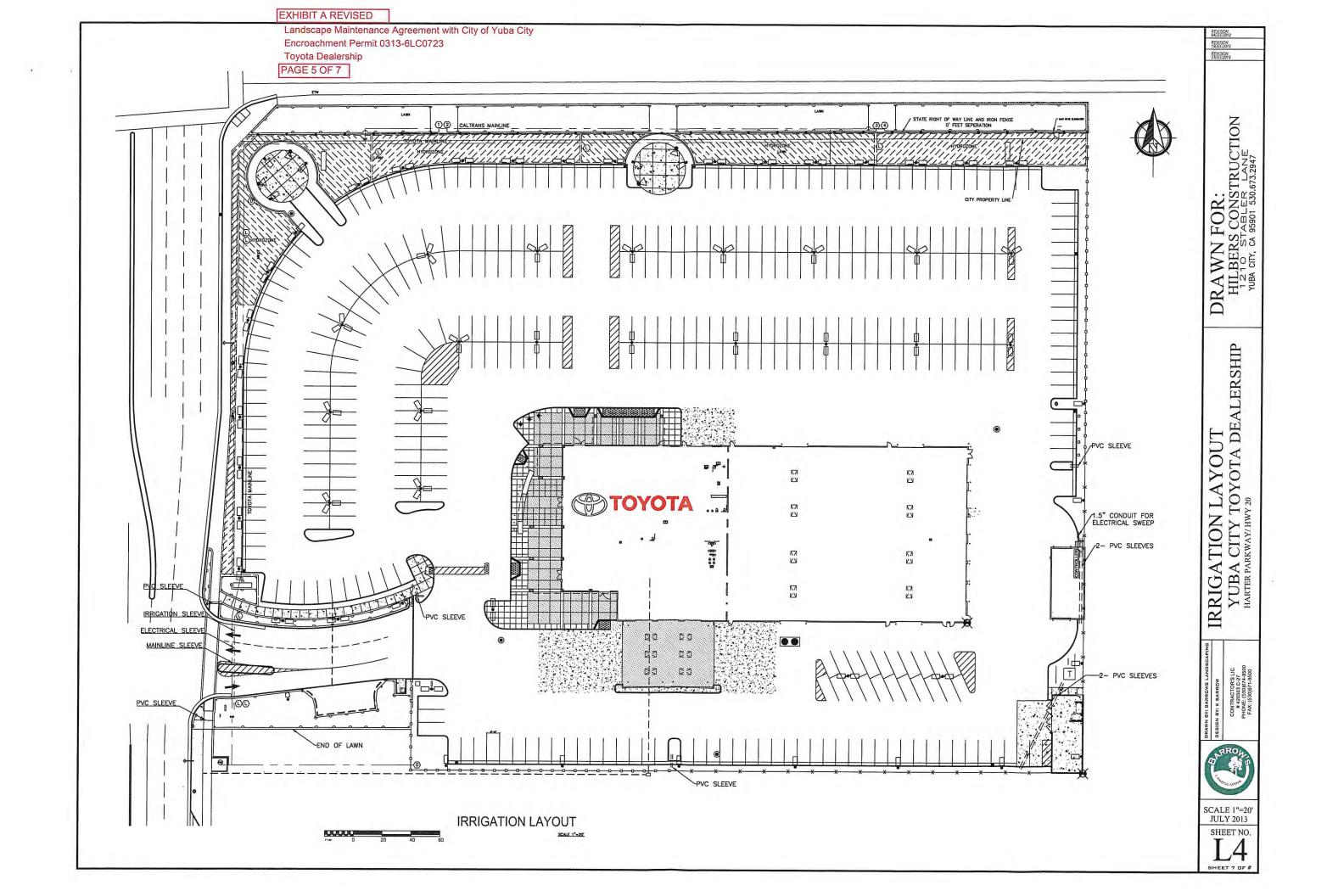
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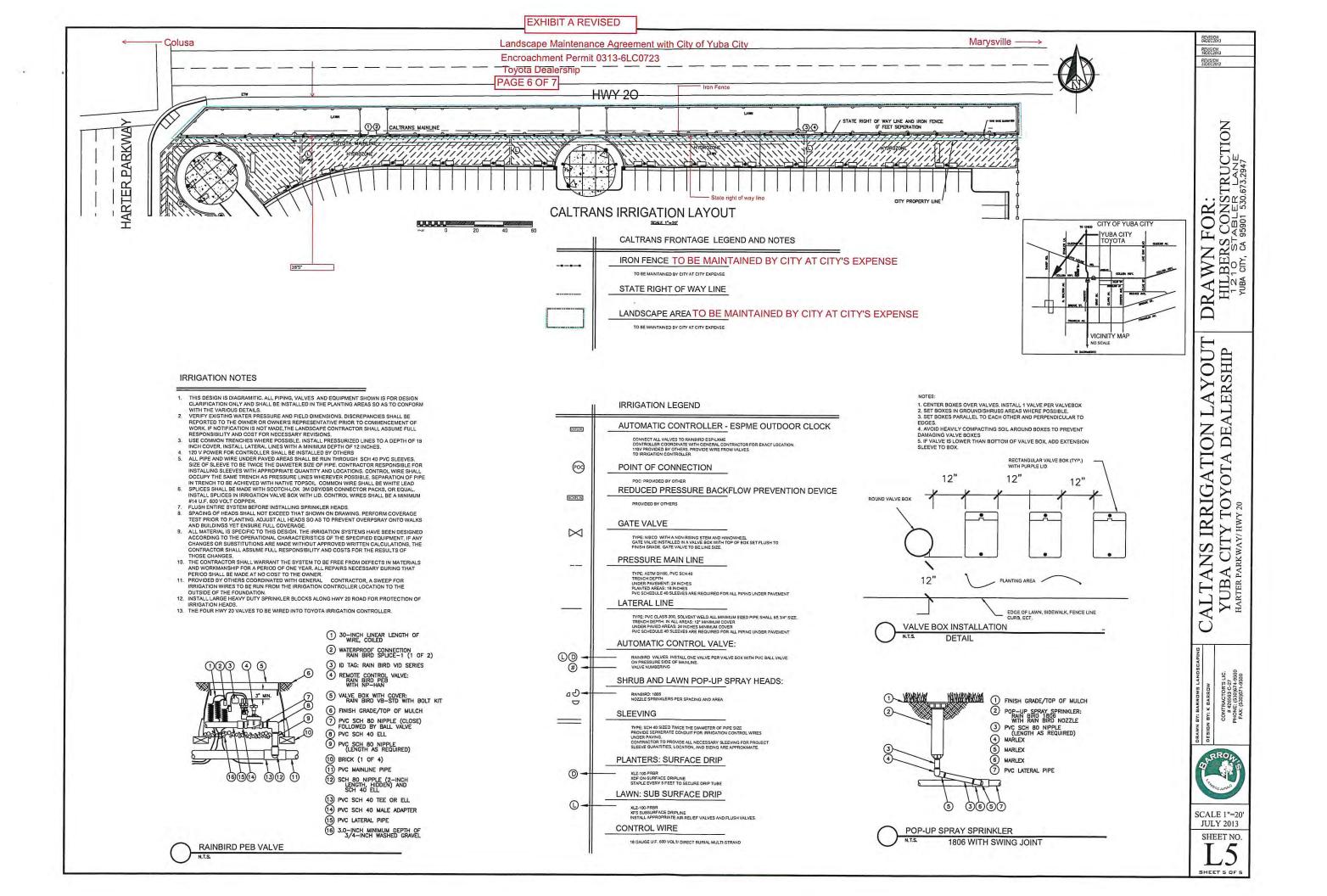


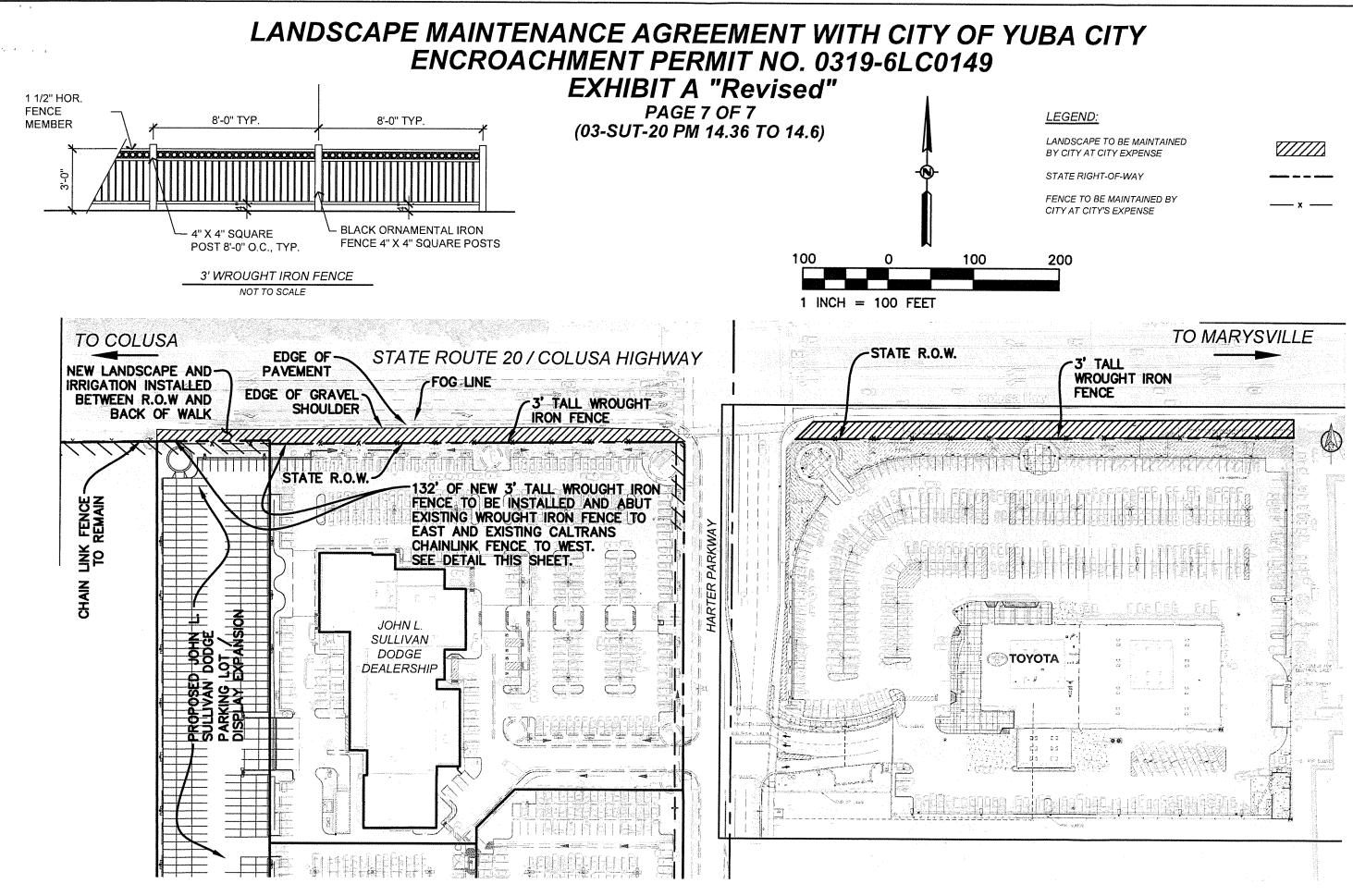




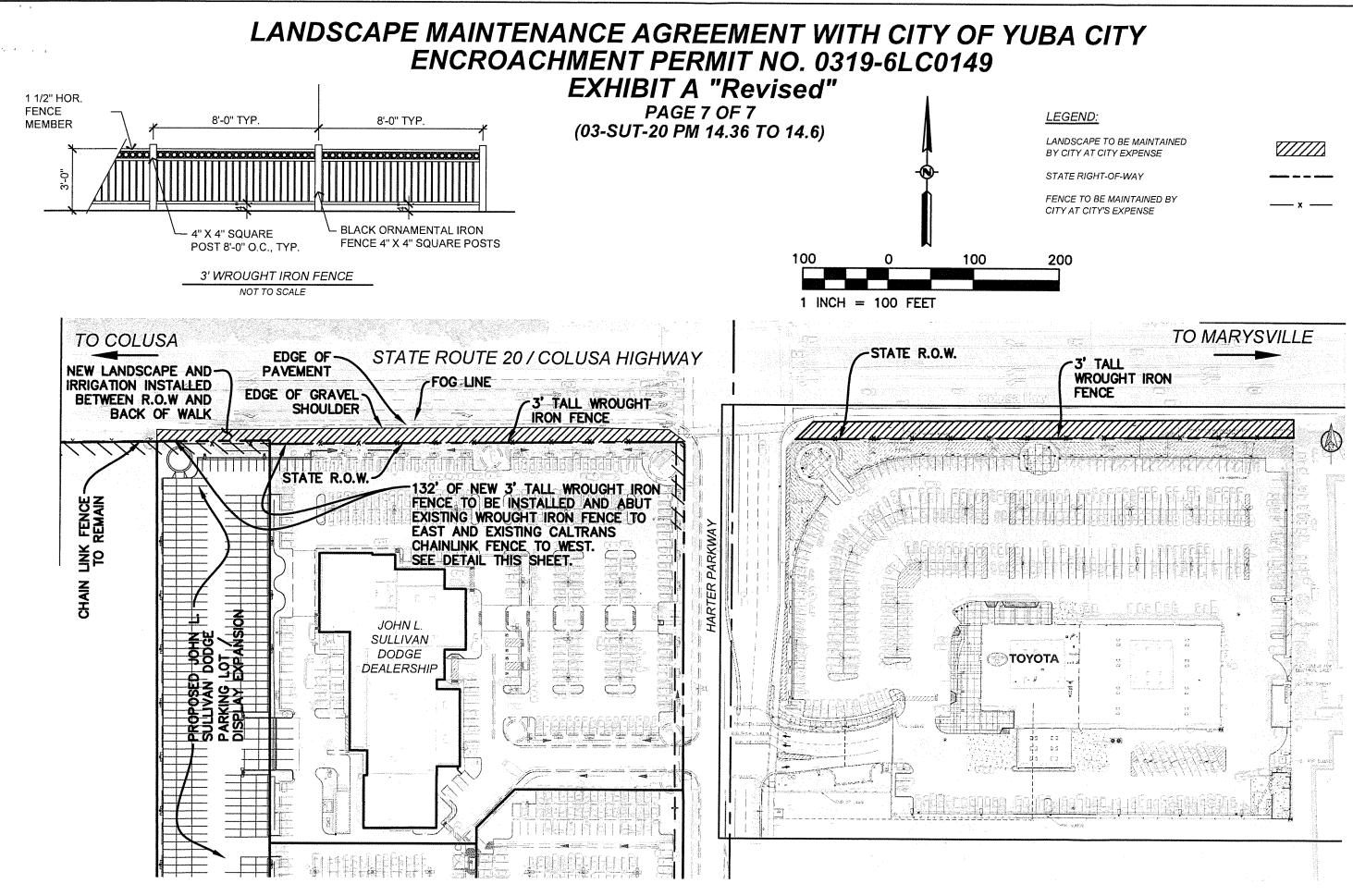








## ATTACHMENT 3



# ATTACHMENT 3

