

DATE SUBMITTED 06/12/15
 SUBMITTED BY City Manager
 DATE ACTION REQUIRED 06/17/15

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: Relinquishment of State Route 86

DEPARTMENT INVOLVED: City Manager

BACKGROUND/SUMMARY: The City of Imperial has for many years sought to improve its image and view corridor along the major thoroughfare of State Route Highway 86. The City's former Redevelopment Agency developed a plan that included new fencing, pedestrian and bicycle pathways and median landscaping. These improvements cannot move forward while the roadway is in control of the State of California. Having control of speed limits, directional and commercial signage, access points and appearance are positive reasons why the City should look at accepting relinquishment of the highway. The cost of maintenance and improvements, liability concerns regarding public safety, and enforcement needs are reasons that the City should at minimum carefully consider the ownership of the roadway.

Legislation has been approved on a State level that allows Caltrans to discuss options with the City. A workshop was held with the City Council in March 2015 to learn about the details of possible relinquishment and provide staff the support to move ahead with discussions or not. Based on discussion at the workshop, staff has been negotiating with Caltrans about improvements to the roadway, the inclusion of two parcels along with the right of way, education about maintenance methods and equipment, including signage with the new street name. Staff is comfortable that if improvements are completed as outlined the roadway will need minimal maintenance for approximately 5 years. Staff has also spoken to Caltrans about assistance and support for City lead grant applications for improvements that Caltrans alone cannot pursue. Staff is already aware of commercial interests that would be interested in the City if State Route 86 is relinquished.

FISCAL IMPACT: If Caltrans can assist with placement of new signage, relinquishment of this roadway is not anticipated to add to costs for the City in the next year or two. After that is would add to the amount of road miles the City could apply for in several street improvement funds that would assist with financing maintenance and improvements.

F.O. INITIALS _____

STAFF RECOMMENDATION: Staff recommends that the City Council give direction to accept the relinquishment of SR-86 from the State of California to the City of Imperial within its jurisdictional boundaries, with the area to be adjusted based on changes in the City limits over time.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS _____

The City Manager recommends acceptance of the relinquishment of SR 86 and City Council approval to execute the attached agreement.

MOTION:

SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	

DEPARTMENT OF TRANSPORTATION**DISTRICT 11**

4050 TAYLOR STREET, M.S. 120

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June 8, 2015

Checklist for Relinquishment of State Route (SR-86) to City of Imperial

Caltrans will complete the following items prior to relinquishment of SR-86 to the City of Imperial:

1. Provide four core samples to the City in four locations along the route.
2. Provide an environmental assessment of existing hazardous waste materials on site.
3. Clean the drainage ditches along the entire section of SR-86 within the City limits.
4. Caltrans to train-walk through with City staff on-and review the operation and maintenance of the signal controls and provide keys to the cabinets. Certification will be at the discretion and responsibility of the City.

RELINQUISHMENT AGREEMENT

This Agreement, entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

CITY OF IMPERIAL, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. CALTRANS and CITY, pursuant to Streets and Highways Code sections 73 and 386 (c) (3), are authorized to enter into a Cooperative Agreement in order to relinquish to CITY that portion of State Highway within CITY's jurisdiction.
2. CALTRANS intends to relinquish to CITY that portion of State Route 86 (SR-86) consisting of roadway and appurtenances as shown in Exhibit 1, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on Legislative Enactment and CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution in the County Recorder's Office.
3. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for conveyance of two parcels of property: 2183-01-02 and 1999-01-01, deemed to be in the best interest for CALTRANS.

SECTION I

CITY AGREES:

1. Execution of this Agreement constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code section 73.

2. To accept conveyance of the two parcels of property: 2183-01-02 and 1999-01-01, as shown in Exhibit 2, attached to and made a part of this agreement, as determined by the CTC to be in the best interest of CALTRANS, as CALTRANS's only obligation for this RELINQUISHED FACILITIES.
3. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
4. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To forward and support CITY's request to CTC for the conveyance of two parcels of property: 2183-01-02 and 1999-01-01 from CALTRANS to CITY with the expectation that CTC will determine that this conveyance is in the best interest of CALTRANS.
3. To improve SR-86 between Treshill Road and Ralph Road by digging out sub-standard areas and overlaying the entire section of SR-98 with a chip seal of Asphalt Concrete, including the portion of roadway at 15th street that is settling.
4. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
5. To convey said properties to CITY, within thirty (30) days of approval of conveyance by the CTC. The conveyance of these properties will represent CALTRANS's only obligation for the purpose of the RELINQUISHED FACILITIES.

5. Thereafter, upon CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files such as plans, survey data and right of way information, for RELINQUISHED FACILITIES.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the CTC's approval of the conveyance of said properties or the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of any funds by the CTC.
2. CALTRANS reserves the right to enter, at no cost to CALTRANS, RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. CITY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS's facilities retained in those collateral facilities.
3. RELINQUISHED FACILITIES may be recaptured by CALTRANS for future transportation project at no cost to CALTRANS and CITY agrees to reconvey property when so requested.
4. CITY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the CAR, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
5. CALTRANS shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the CAR, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.

6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.
7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
8. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office and the conveyance of aforementioned properties by CALTRANS or any other allocation by CTC to CITY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF IMPERIAL

By: _____
LAURIE BERMAN
District Director

By: _____
NAME/TITLE

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

Attorney
Department of Transportation

Attorney/ Counsel

CERTIFIED AS TO FUNDS

District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

Accounting Administrator

11-IMP-86
PM: 8.8/12.3
EA: 40301K
PID: 1114000050
District Agreement No. 11-8398

Attachments:

Exhibit 1 – Relinquishment Limits
Exhibit 2 – Right of Way Map

