



Meeting Date: 04 / 21 /09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Lou Balderrama, City Engineer

Agenda Item No. I-6

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Public Works [Signature]

DATE: April 9, 2009

TO: City Council

FROM: Lou Balderrama, City Engineer
Public Works Department [Signature]

SUBJECT: Oxnard Boulevard Relinquishment, Memorandum of Understanding (MOU)
between Caltrans and City of Oxnard

RECOMMENDATION

That City Council approve a draft Memorandum of Understanding regarding the relinquishment of State Route 1(Oxnard Boulevard) from U.S. 101 to the intersection of Rice Ave and Pleasant Valley Road, Vineyard Avenue from U.S. 101 to Oxnard Boulevard, and Fifth Street from Oxnard Boulevard to Rice Avenue, and authorize the Mayor to execute the final MOU in form and substance substantially similar to the draft (Agreement No. A-7165).

DISCUSSION

In January of 2005, the City of Oxnard sent Caltrans a request to consider relinquishment of Oxnard Boulevard ahead of what was called out in an agreement dating back to 1990. The proposed relinquishment limits requested are as follows: Oxnard Boulevard from Oxnard Blvd/U.S. 101 intersection on the north through downtown Oxnard east to the intersection of Oxnard Boulevard and Rice Avenue (Pleasant Valley S.R.-1 interchange). Included are the segments of U.S. 232 (Vineyard Avenue) from U.S. 101 to Oxnard Blvd, and State Route 34 (Fifth Street) from Oxnard Boulevard to the City limits east on Rice Avenue.

Staff determined that there was reasonable and beneficial justification for the request. Oxnard Boulevard from U.S. 101 through downtown Oxnard is in the State Highway System but no longer serves as a typical highway. This section of highway, once used as a regional route, currently functions as a city street, with access points to the U.S. 101 freeway on the north and the State Route 34 in central Oxnard, exiting on the south to the Pacific Coast Highway (S.R.-1). Oxnard Boulevard is a north/south thoroughfare with nearly fully developed properties along its full stretch. It crosses several major east/west arterials and is an important component of the City's transportation system. The immediate need and benefit of this request is that it will allow the City of Oxnard to effectively manage and control

Oxnard Boulevard Relinquishment, Memorandum of Understanding (MOU) between

Caltrans and City of Oxnard

April 9, 2009

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the traffic signals at major intersections to provide optimum circulation in both the north/south and east/west directions. The City of Oxnard is in the process of developing master plan improvements on the east and west sides of the highway and will be better able to incorporate improvements utilizing City standards and themes along Oxnard Boulevard to enhance aesthetics, traffic flow, and overall function. Control of the access along Oxnard Boulevard to the properties will further benefit the city street function and move away from the highway use. The relinquishment benefits both State and City objectives and both parties conceptually agreed to move towards that end.

On October 31, 2008, after passage from both the Senate and Assembly, Governor Arnold Schwarzenegger signed Senate Bill 1366 (SB 1366 Negrete Mcloud), authorizing a change in the Streets and Highway Code to relinquish certain portions of State Highways of 1 (Oxnard Boulevard) 232 (Vineyard Avenue) and 34 (Fifth Street) from the California Department of Transportation (Caltrans). SB 1366 authorizes the California Transportation Commission (CTC) to relinquish the certain portions of State Highways Routes 1, 34, and 232 located within the city limits to the City of Oxnard.

Prior to CTC approval, CTC requires a Memorandum of Understanding (MOU) between the City of Oxnard and Caltrans for the terms and conditions of the relinquished portions of state highways including rights-of-way maps detailing their locations. Staffs from the City and Caltrans have prepared a draft MOU (Attachment No. 1) that provides for the City's acceptance of relinquishment, ownership and maintenance in return for the one-time payment of \$1,000,000 from Caltrans. CTC also requires a Project Scope Summary Report (PSSR) that will be prepared and submitted by Caltrans. Once the CTC receives the MOU and PSSR, a Relinquishment Resolution goes before the CTC for approval. Staff anticipates CTC approval within the calendar year 2009. Relinquishment takes effect upon the first day of the next calendar year or fiscal year, whichever comes first after the effective date of CTC enactment.

FINANCIAL IMPACT

Per the terms and conditions of the MOU between the City and Caltrans, Caltrans has agreed to compensate the City \$1,000,000 for the City's acceptance of relinquishment, ownership and maintenance of certain portions of State Highways 1, 34, and 232 within the city limits. Staff will present a request to Council in the near future to appropriate the \$1 million into an account restricted to improvements along Oxnard Boulevard as defined by Exhibit A.

Attachment #1 Draft MOU

DRAFT

Agreement No. A-7165

District Agreement No. _____
07-VEN-1-15.1/21.1
07-VEN-34-4.3/6.3
Relinquishment of State Route 1
from State Route 101 to Rice Ave.
07223 - 4S9500

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON April 21, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

CITY OF OXNARD, a municipal corporation of the State of California, referred to herein as "CITY".

DRAFT

Agreement No. A-7165

District Agreement No. _____

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code sections 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish to CITY a portion of a state highway within CITY's jurisdiction.
2. STATE intends to relinquish to CITY that portion of State Route 1 (SR 1) between State Route 101(SR 101) and Rice Avenue as shown on Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". CITY is willing to accept said relinquishment upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and STATE's recording of said Resolution in the County Recorder's Office.
3. STATE and CITY have negotiated an understanding that STATE will continue to maintain the RELINQUISHED FACILITIES in a state of good repair until the date of recordation of the Resolution of Relinquishment. CITY will accept the RELINQUISHED FACILITIES in return for the payment of \$1,000,000 in exchange for CITY assuming full maintenance, ownership, responsibility, control and liability in perpetuity, over the RELINQUISHED FACILITIES and also for specific future improvements and betterments to be added by CITY including but not limited to sidewalks and curbs, more particularly described in Exhibit B, attached to and made a part of this Agreement.
4. The parties hereto intend to define herein the terms and conditions under which relinquishment is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this Agreement constitutes CITY's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in section 73 of the Streets and Highways Code.
2. To accept ownership, including all of STATE'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 STATE.

DRAFT

Agreement No. A-7165

District Agreement No. _____

3. To appear before the CTC, if deemed appropriate by CITY, to offer CITY's substantiation that the requested CTC allocation of the betterment/improvement lump sum is in the best interest of the public.
4. To accept that allocation, determined by the CTC to be in the best interests of the public in its Resolution of Relinquishment, as STATE's only payment obligation for this relinquishment of RELINQUISHED FACILITIES.
5. To defer actual receipt of funds to the following Fiscal Year (2009/10 Fiscal Year -- July 1, 2009 to June 30, 2010), with no additional interest payment, in the event when funds are not available due to budgetary constraints, at the time of recordation of the relinquishment resolution and acceptance of RELINQUISHED FACILITIES by CITY.

SECTION II

STATE AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, RELINQUISHED FACILITIES.
2. To forward and support CITY's request for the allocation of \$1,000,000 by the CTC with the expectation that the CTC will determine that this or some other allocation is in the best interest of the public to improve RELINQUISHED FACILITIES beyond a state of good repair.
3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording
4. To pay CITY, that amount, if any, allocated by the CTC in its Resolution of Relinquishment. The payment of those funds will represent STATE's only payment obligation for the purpose of this relinquishment.
5. To transfer to CITY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available STATE records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature in the Annual State Budget Act, and the

DRAFT

Agreement No. A-7165

District Agreement No. _____

allocation of any funds by the CTC.

2. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, any maintenance agreements that were in existence applicable to RELINQUISHED FACILITIES are deemed to have been terminated or nullified as of the date of that recordation. Upon execution of this agreement, maintenance agreements on signals and utility accounts, more particularly described in Exhibit C, attached hereto and made a part of this Agreement, shall be nullified effective the date of recordation of the CTC's Resolution of Relinquishment.
3. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY or arising under this Agreement. It is understood and agreed that, CITY will fully defend, indemnify and save harmless STATE and all of its officers and employees from any and all claims, costs, suits, or actions of every name, kind, and description brought forth under, including, 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 under this Agreement.
4. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless CITY and all of its officers and employees from any and all claims, costs, suits, or actions of every name, kind, and description brought forth under, including, 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 STATE under this Agreement.
5. 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.
6. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office, or on July 1, 2009, whichever is earlier in time except for those provisions which relate to a payment, indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

DRAFT

Agreement No. A-7165

District Agreement No. _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF OXNARD

WILL KEMPTON
Director of Transportation

By: _____
Dr. Thomas E. Holden
Mayor

By: _____
Douglas R. Failing
District 07 Director

Attest: _____
Daniel Martinez
City Clerk

Approved as to form and procedure:

Approved as to form and procedure:

By: _____
Attorney
Department of Transportation

By: _____
Alan Holmberg
City Attorney

Certified as to funds:

By: _____
District Budget Manager

Certified as to financial terms and conditions:

By: _____
Accounting Administrator

Exhibit "A" Relinquishment Map

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

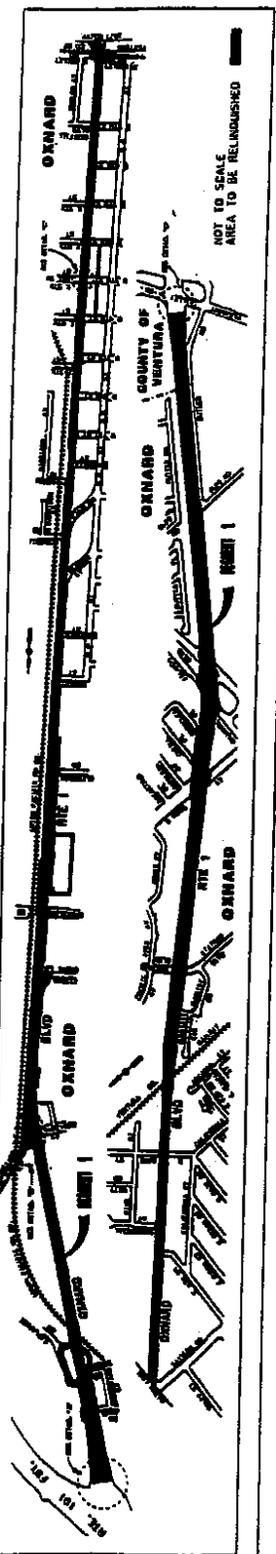
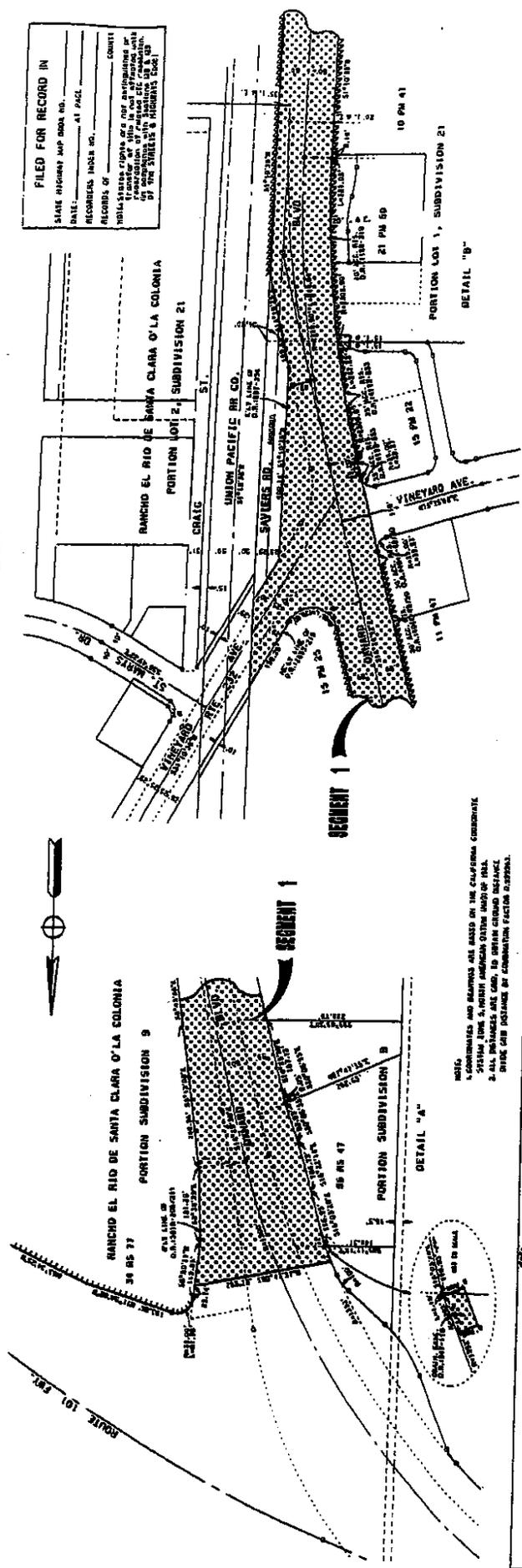
**IN THE CITY OF OXNARD, ROUTE 1 (OXNARD BOULEVARD)
 FROM PLEASANT VALLEY ROAD TO ROUTE 101 FREEWAY**

STATE	FEDERAL PROJECT NO.	DIST. COUNTY	ROUTE	POST MILES	SHEET	TRAIL SHEETS
CALIF.		15	1721	1	1	2



DESIGNED BY: J.B. REMONDINO
 PROFESSIONAL LAND SURVEYOR
 APPROVAL DATE: _____

FILED FOR RECORD IN
 STATE HIGHWAY MAP BOOK NO. _____
 DATE: _____ AT PAGE _____
 RECORDS INHERENT IN THIS MAP
 WILL STATE RIGHTS AND OUR OBLIGATIONS
 IN CONNECTION WITH THIS MAP
 TO THE PUBLIC & HIGHER COURTS



STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

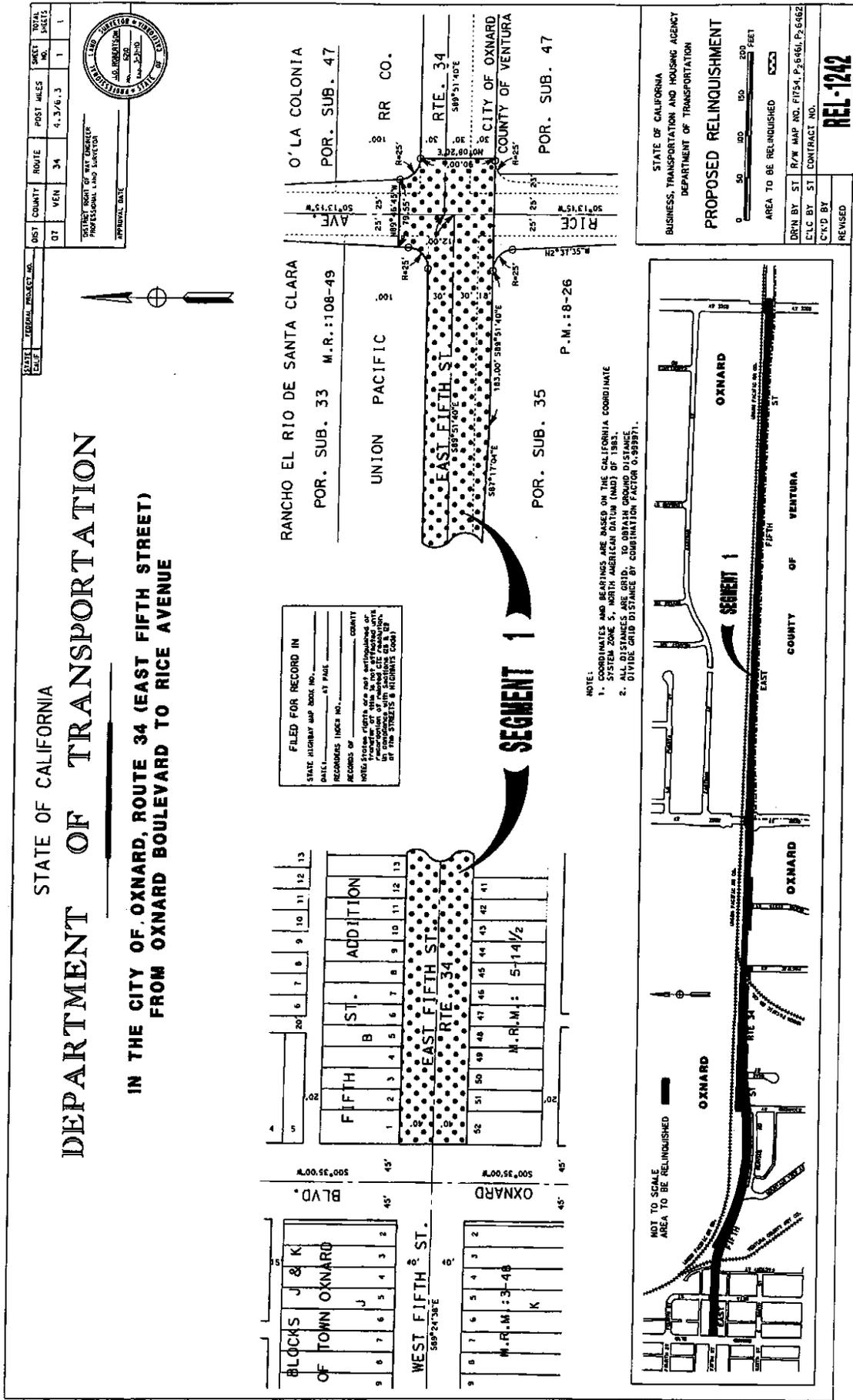
RD	200	300	400	500	FEET
AREA TO BE RELINQUISHED					
ACCESS PROHIBITED					
ACCESS TO BE RELINQUISHED					

DATE BY: ST R/W MAP NO. 1241-1232
 C/LC BY: ST CONTRACT NO. _____
 C/D BY: _____

REL-1241

Attachment No. 1
 Exhibit A
 Page 6 of 9

Exhibit "A" - Relinquishment Map



ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
34	4.3/4.3	1	1

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 12345
 EXPIRES 12/31/2025

FILED FOR RECORD IN
 STATE ALPHABET MAP BOOK NO. _____
 DATE _____ AT _____
 RECORDS INDEX NO. _____ COUNTY _____
 NOTE: Street rights are not relinquished or
 transferred if this map is not attached with
 the original survey plat and is not recorded
 in accordance with Sections 401 & 402.

NOTE:
 1. BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, NAD 83, DATUM (NAD) OF 1983.
 2. ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.
 3. DIVIDE GRID DISTANCE BY CORRECTION FACTOR 0.999971.

STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

AREA TO BE RELINQUISHED

0 50 100 150 200 FEET

DRN BY ST. R/W MAP NO. F154, P. 546, P. 662
 ELC BY ST. CONTRACT NO. _____
 CK'D BY _____
 REVISED _____

REL-1242

EXHIBIT "B" - Scope of Work

Engineering Estimate for Repair Cost negotiated as a cost of Relinquishment:

Sidewalk, Curb & Gutter along limits of Oxnard Blvd	470000
Slurry Seal Ox Blvd from US101 to Rice/Pleasant Valley	500000
<hr/>	
Sub Total:	
RE's Office:	
Mobilization:	
Contingency:	
<hr/>	
Total Construction Cost	
Design and Construction Support	
<hr/>	
Total:	
<hr/>	