

**MEMORANDUM  
DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
COUNTY OF PLACER**

To: Honorable Board of Supervisors Date: January 26, 2016

From: Ken Grehm, Director of Public Works and Facilities  
By: Peter Kraatz, Assistant Director

Subject: **Engineering / Caltrans Relinquishment Agreement / Fanny Bridge / State Route 89  
Community Revitalization Project**

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**ACTION REQUESTED**

Adopt a Resolution authorizing the Director of Public Works and Facilities, or designee, to execute a Relinquishment Agreement with the State of California Department of Transportation for the Fanny Bridge / State Route 89 Community Revitalization project.

**BACKGROUND**

The project has been in development for many years and will reroute Highway 89 from south of the Tahoe City Transit Center to the north at the Caltrans Maintenance Yard along an alignment west of the existing Highway 89 and Fanny Bridge in the unincorporated community of Tahoe City (see attachment 2). The new bypass will provide improved traffic flow and alleviate traffic congestion along this corridor, as well as enhance pedestrian mobility by converting 1,600 feet or about 0.3 miles of existing Highway 89 into a 'complete' street with sidewalks, landscaping, lighting, Class 2 bike lanes, narrower travel lanes and on-street parking. Efforts that are underway may allow the project to begin construction in the spring of 2016.

As part of the project, Caltrans must execute various agreements with local agencies, one of which is a Relinquishment Agreement (RA) with Placer County. This agreement allows for existing State Route 89 to be relinquished to Placer County when the new Highway 89 alignment is complete. The segment that will be relinquished to Placer County consists of the section of existing Highway 89 starting on the north side of Fanny Bridge to just south of the entrance to the Tahoe City Transit Center, a distance of approximately 0.25 mile. The relinquishment also includes the existing Fanny Bridge and land around the 'wye' intersection behind the back of curb where new sidewalks and public parking will be constructed as part of the project. A relinquishment map is attached to the RA that depicts the general right-of-way limits within the County's jurisdiction.

It should also be noted that the project will provide all new roadway improvements and a new Fanny Bridge prior to relinquishment to Placer County. The relinquishment of the areas identified in the RA for transferred ownership to Placer County will not go into effect until construction has been accepted by Placer County and the California Transportation Commission files a Resolution of Relinquishment in the County Recorder's Office.

**ENVIRONMENTAL**

The Tahoe Transportation District, lead agency for the project, prepared and received approval of a joint environmental document that meets requirements of the California Environmental Quality Act, National Environmental Policy Act, and the Tahoe Regional Planning Agency (TRPA) on various dates in 2015 with the last environmental document approval coming from TRPA on May 27, 2015.

**FISCAL IMPACT**

The cost to bring the existing Highway 89 and Fanny Bridge up to a state of good repair and construct the project improvements is estimated at \$8 million dollars. The entire project is funded primarily by the Federal Land Access Program (FLAP) in the amount of \$27.6 million with state and local funds

matching the federal funds at 21.5 percent. The local funds comprise a combination of Placer County traffic impact fees and transient occupancy tax dollars totaling \$2.8 million.

The relinquishment of the existing State Route 89 to the County will add additional maintained mileage to the County's roadway network that will generate additional road maintenance funds coming to Placer County. In addition, the existing Fanny Bridge should be eligible for Federal Highway Bridge Program funding for future bridge maintenance costs. Funding sources for the maintenance of other project improvements in the relinquished area such as sidewalks, parking areas, landscaping and lighting are not certain at this time; but the Department will work with other agencies and the community to pursue future maintenance funding for these project improvements.

Attachment 1 - Resolution  
Attachment 2 - Project Map  
Attachment 3 - Relinquishment Agreement

T:\DPW\Tahoe Engineering Division\BOS Agenda Items\2016\2016 Jan 26 - Caltrans Relinquish Agreement - SR89\01-26-16\_bdmem\_relinq\_agree4SR89.doc

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: Resolution authorizing the Director of Public Works and Facilities, or designee, to execute a Relinquishment Agreement with Caltrans for the Fanny Bridge / State Route 89 Community Revitalization Project

Resol. No. \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on \_\_\_\_\_ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:  
Clerk of said Board

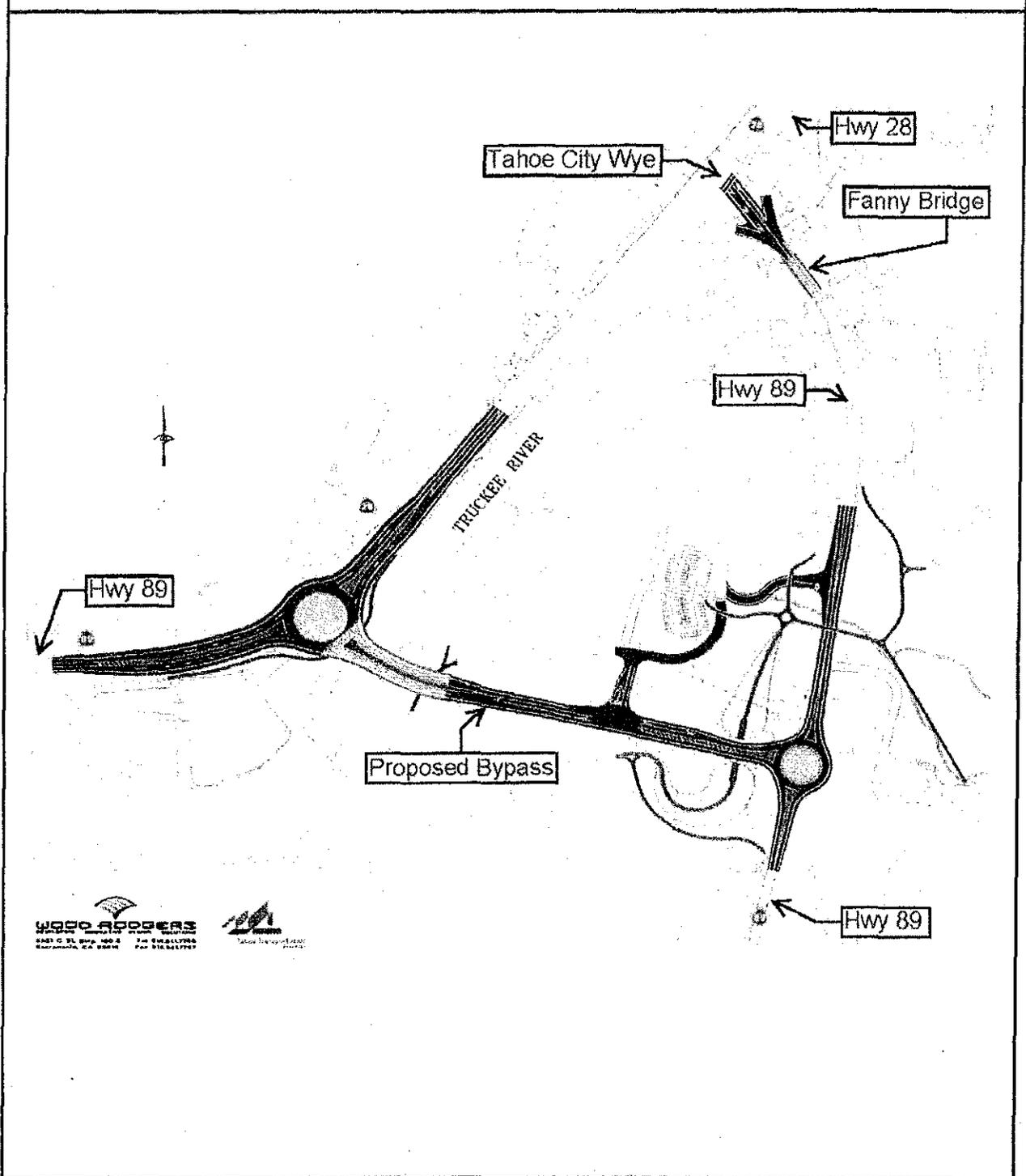
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WHEREAS, the State of California Department of Transportation and the County of Placer, pursuant to Chapter 25, Article 5 of the Caltrans Project Development Procedures Manual, require the approval of a Freeway Relinquishment Agreement for the superseding relinquishment of an existing 0.25-mile section of Highway 89 and areas around the intersection of Highway 89 and 28 to Placer County; and

WHEREAS, Section 73 of the Streets and Highways Code, by Resolution, authorizes the California Transportation Commission (CTC) to relinquish any portion of any state highway to Placer County that has been superseded by relocation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, as follows: The Placer County Board of Supervisors does hereby approve this Resolution authorizing the Director of Public Works and Facilities, or designee, to execute a Relinquishment Agreement between Placer County and the State of California Department of Transportation (Caltrans).

Attachment 2



## RELINQUISHMENT AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of California, Department of Transportation, hereinafter referred to as "CALTRANS", and the County of Placer, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the.

### RECITALS

1. CALTRANS and COUNTY, pursuant to Streets and Highways Code section 73, are authorized to enter into a Cooperative Agreement in order to relinquish to COUNTY a portion of a state highway within COUNTY's jurisdiction.
2. CALTRANS intends to relinquish to COUNTY that portion of State Route 89 (SR 89) from PM 007.95/T008.569 including Fanny Bridge (Bridge No. 19-0033) to COUNTY as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on superseded highway (by pass). COUNTY 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 COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. The parties hereto intend to define herein the terms and conditions under which RELINQUISHED FACILITIES is to be accomplished.

### SECTION I

#### COUNTY AGREES:

1. Execution of this Agreement constitutes COUNTY'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 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.
3. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Phase I Environmental Site Assessment of State Route 89/Fanny Bridge Community Revitalization Project, Tahoe City, California. COUNTY has received and reviewed a copy of the above-referenced Phase I Environmental Site Assessment of State Route 89/Fanny Bridge Community Revitalization Project. 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 submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.

## SECTION III

### IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to 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. COUNTY 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 COUNTY agrees to re-convey property when so requested.
4. COUNTY 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 Phase I Environmental Site Assessment of State Route 89/Fanny Bridge Community Revitalization Project, 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 COUNTY 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 Phase I Environmental Site Assessment of State Route 89/Fanny Bridge Community Revitalization Project, 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 COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, 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 COUNTY and/or its agents under this Agreement.

7. Neither COUNTY 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 COUNTY 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, 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.

APPROVED  
State of California, Department of Transportation

By: \_\_\_\_\_  
Thomas L. Brannon  
Deputy District Director, D3 Programming  
and Project Management

Date: \_\_\_\_\_

APPROVED AS TO PROCEDURE

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works and Facilities

Date: \_\_\_\_\_

APPROVED AS TO FORM AND PROCEDURE

By: \_\_\_\_\_  
Department of Transportation Attorney

Date: \_\_\_\_\_

APPROVED AS TO FORM AND PROCEDURE

By: \_\_\_\_\_  
County Counsel, Placer County

Date: \_\_\_\_\_

CERTIFIED AS TO FUNDS

By: \_\_\_\_\_  
District Project Control Officer

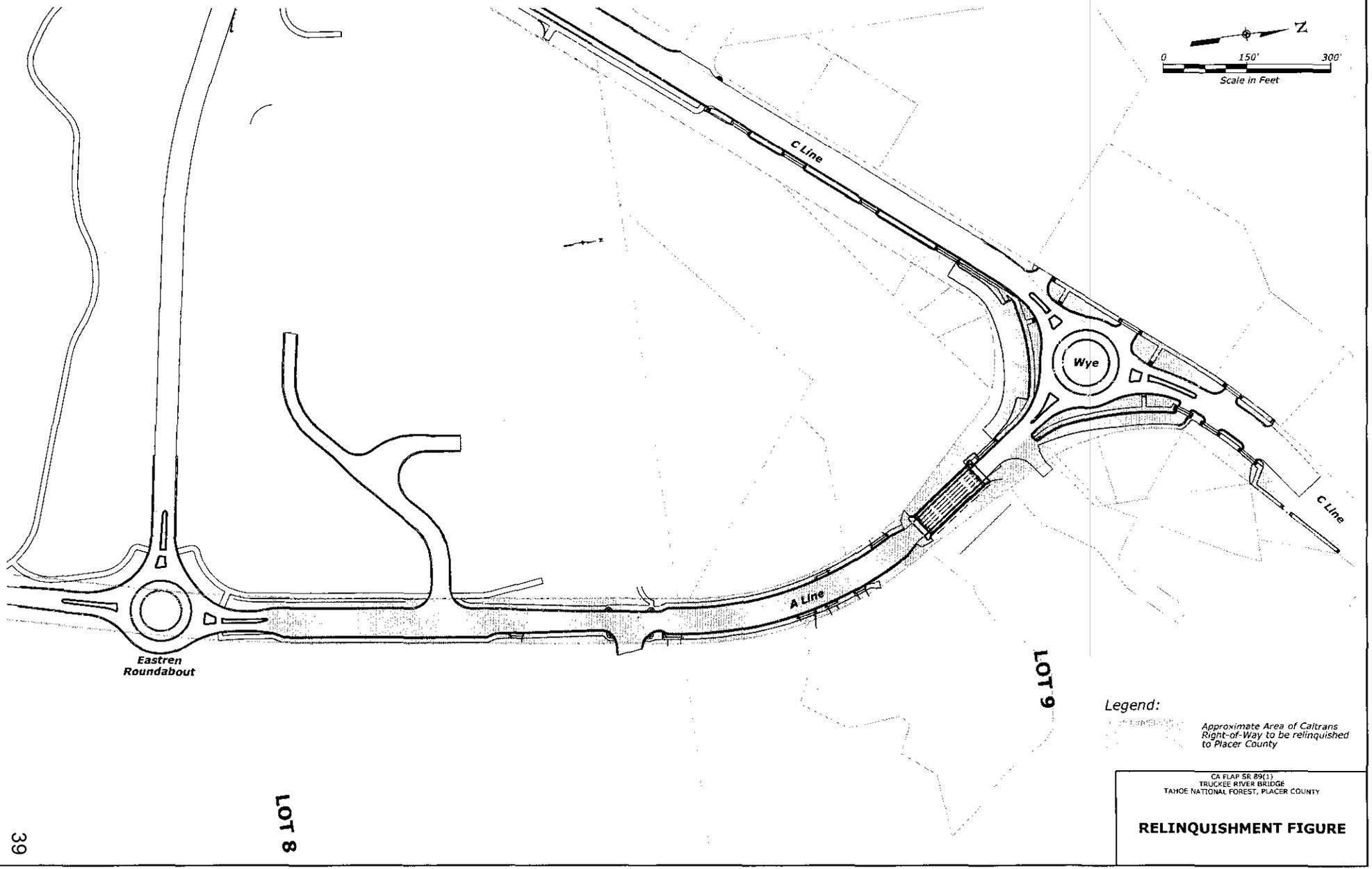
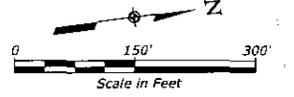
Date: \_\_\_\_\_

CERTIFIED AS TO FINANCIAL TERMS  
AND POLITICES

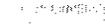
By: \_\_\_\_\_  
Accounting Administrator

Date: \_\_\_\_\_

Exhibit A



Legend:

 Approximate Area of Caltrans Right-of-Way to be relinquished to Placer County

CA FLAP SR 89(1)  
 TRUCKEE RIVER BRIDGE  
 TAHOE NATIONAL FOREST, PLACER COUNTY

**RELINQUISHMENT FIGURE**

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