



**SAN RAFAEL**  
THE CITY WITH A MISSION

**Agenda Item No: 4.b**

**Meeting Date: August 19, 2024**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: April Miller, Public Works Director**

**City Manager Approval:** \_\_\_\_\_

**TOPIC: CALTRANS MAINTENANCE AGREEMENT AMENDMENT**

**SUBJECT: RESCIND RESOLUTION 15306 AND ADOPT RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT WITH CALTRANS**

**RECOMMENDATION:**

Rescind Resolution 15306 and adopt a resolution approving and authorizing the City Manager to execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with Caltrans.

**BACKGROUND:**

A Supplemental Freeway Maintenance Agreement (Agreement) was executed between the State of California through the Department of Transportation (Caltrans) and the City of San Rafael (City) in 1962 for maintenance adjacent and within the State right of way at the Manuel T. Freitas overcrossing.

The Caltrans-owned intersection of Manuel T. Freitas Parkway (Freitas Parkway) and US 101 North ramp where vehicles exiting on the highway currently flow freely with no stop sign or traffic signal, which causes confusion for vehicles trying to make turning movements across these vehicle movements. Northbound vehicles exiting from US 101 go straight through or turn right at the intersection without stopping. Vehicles from Freitas Parkway either stay right to merge onto US 101 north or yield to on-coming vehicles before making a left turn to the next intersection of Freitas Parkway/ Redwood Highway/ Civic Center Drive, where Freitas is uncontrolled, and Redwood Highway and Civic Center Drive is stop-controlled.

These intersections are non-standard and there is a history of collisions. Further, the intersections are challenging for bicyclists and pedestrians to navigate. A bus stop for Golden Gate transit routes at the on-ramp is only accessible by stairs and a narrow sidewalk.

Caltrans Project No. 0416000141 is proposing improvements to the two intersections, including a new roundabout and a relocated bus stop at the Freitas Parkway/ Redwood Highway/ Civic Center Drive intersection that will include a refuge island for vehicles from Freitas waiting to merge. These changes will improve traffic flow and make these busy intersections safer and more straightforward for motorists, bicyclists, and pedestrians.

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**FOR CITY CLERK ONLY**

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

At the [June 17, 2024](#) City Council meeting, the City Council adopted Resolution 15306 ([Attachment 2](#)), approving and authorizing the City Manager to enter into an amendment to the Maintenance Agreement (“Amendment No. 1”, [Attachment 4](#)) to account for upcoming changes in the configuration of these intersections.

**ANALYSIS:**

Due to a clerical error, a revised version of Exhibit A to Amendment No. 1 (“Exhibit A”, [Attachment 5](#)), which Caltrans and the City had negotiated and intended to include as part of the Amendment No. 1 was not included as part of Resolution 15306 at the June 17, 2024, City Council meeting.

Staff recommends that Resolution 15306 ([Attachment 2](#)) be rescinded and a new Resolution ([Attachment 1](#)) including the revised Exhibit A ([Attachment 5](#)) be adopted. Revised Exhibit A removes an area of approximately 185 square feet from City maintained roadway and associated infrastructure elements that was originally included in the Resolution 15306 Exhibit A. Moving forward, this area will be maintained by Caltrans as it is located adjacent to Caltrans right-of-way.

**FISCAL IMPACT:**

The maintenance costs associated with Amendment No. 1 are included in the annual Public Works Park and Landscape Maintenance Program budget.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that the action does not meet CEQA's definition of a “project,” because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Rescind Resolution 15306 as adopted on June 17, 2024, and adopt the new resolution with revised Exhibit A.
2. Direct staff to return with more information.

**RECOMMENDED ACTION:**

Rescind Resolution 15306 and adopt a resolution approving and authorizing the City Manager to execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with Caltrans.

**ATTACHMENTS:**

1. Resolution
2. Resolution 15306
3. Existing 1962 Maintenance Agreement
4. Amendment No. 1
5. Revised Exhibit A – Layout of Maintenance Agreement Area

## RESOLUTION NO.

### RESOLUTION OF THE SAN RAFAEL CITY COUNCIL RESCINDING RESOLUTION NO. 15306 AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE SUPPLEMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR MAINTENANCE OF PORTIONS MANUAL T. FREITAS PARKWAY AND CIVIC CENTER DRIVE WITHIN STATE RIGHT-OF-WAY

**WHEREAS**, at the June 17, 2024 meeting, City Council adopted Resolution 15306, approving and authorizing the City Manager to enter into Amendment No. 1 to the Supplemental Freeway Maintenance Agreement in the City of San Rafael (“Maintenance Agreement”); and

**WHEREAS**, Caltrans and the City revised Exhibit A associated with Resolution 15306. The revised Exhibit A was not included in Resolution 15306 at the June 17, 2024 meeting; and

**WHEREAS**, Resolution 15306 shall be rescinded and readopted as this Resolution; and

**WHEREAS**, the State of Department of Transportation (“Caltrans”) generally does not maintain local city streets within the State right-of-way; and

**WHEREAS**, portions of local streets Manual T. Freitas Parkway and Civic Center Drive within and adjacent to State right-of-way will be improved with a new roundabout per Caltrans Project No. 0416000141 (the “Project”) requiring maintenance; and

**WHEREAS**, Caltrans and the City have an existing Maintenance Agreement in place that was signed in 1962 based on the existing roadway layout; and

**WHEREAS**, Amendment No. 1 would modify the Maintenance Agreement to match the layout of curbs, gutters, retaining walls, sidewalks, asphalt pavement, and striping after the Project is constructed; and

**WHEREAS**, Caltrans is requiring the City to maintain those roadway infrastructure elements as more fully described in the Staff Report and Amendment No. 1 that includes the layout shown on Exhibit A; and

**WHEREAS**, the City and Caltrans agree that the City will perform maintenance as described in Amendment No. 1 of the Maintenance Agreement.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** that the City Council of the City of San Rafael, State of California, does hereby resolve as follows:

1. The City Council hereby rescinds Resolution No. 15306 and approves and authorizes the City Manager to execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with the State of California Department of Transportation for maintenance of portions Manual T. Freitas Parkway and Civic Center Drive within State right-of-way, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

**I, LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 19<sup>th</sup> day of August 2024, by the following vote, to wit:

<b>AYES:</b>	<b>Councilmembers:</b>
<b>NOES:</b>	<b>Councilmembers:</b>
<b>ABSENT:</b>	<b>Councilmembers:</b>

**Lindsay Lara, City Clerk**

**RESOLUTION NO. 15306**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE SUPPLEMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR MAINTENANCE OF PORTIONS MANUAL T. FREITAS PARKWAY AND CIVIC CENTER DRIVE WITHIN STATE RIGHT-OF-WAY**

**WHEREAS**, Caltrans as the State of Department of Transportation (Caltrans) generally does not maintain local city streets within the State right-of-way; and

**WHEREAS**, portions of local streets Manual T. Freitas Parkway and Civic Center Drive within and adjacent to State right-of-way will be improved with a new roundabout per Caltrans Project No. 0416000141 (Project) requiring maintenance; and

**WHEREAS**, Caltrans and the City have an existing Supplemental Freeway Maintenance Agreement (Agreement) in place that was signed in 1962 based on the existing roadway layout; and

**WHEREAS**, Amendment No. 1 would modify the Agreement to match the layout of curbs, gutters, retaining walls, sidewalks, asphalt pavement, and striping after the Project is constructed; and

**WHEREAS**, Caltrans is requiring the City to maintain those roadway infrastructure elements as more fully described in the Staff Report and draft Amendment No. 1 that includes the layout shown on Exhibit A; and

**WHEREAS**, City and Caltrans agree that the City will perform maintenance as described in Amendment No. 1 of the Agreement;

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** that the City Council of the City of San Rafael, State of California, does hereby resolve as follows:

1. The City Council hereby approves and authorizes the City Manager to execute Amendment No. 1 to the Supplemental Freeway Maintenance Agreement with the State of California Department of Transportation (Caltrans) for maintenance of portions Manual T. Freitas Parkway and Civic Center Drive within State right-of-way, subject to final approval as to form by the City Attorney.

2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 17<sup>th</sup> day of June 2024, by the following vote, to wit:

<b>AYES:</b>	<b>Councilmembers: Bushey, Hill &amp; Mayor Kate</b>
<b>NOES:</b>	<b>Councilmembers: None</b>
<b>ABSENT:</b>	<b>Councilmembers: Kertz &amp; Llorens Gulati</b>



**Lindsay Lara, City Clerk**

SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 7<sup>th</sup> day of May, 1962, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State", and the City of San Rafael, hereinafter for convenience referred to as "the City", witnesseth:

WHEREAS, on February 10, 1959, a Freeway Agreement was executed between the County of Marin and the State relating to the development as a freeway, of a portion of State Highway Route 1, within the limits of the County of Marin, and

WHEREAS, under the provisions of said Freeway Agreement, the County agreed to certain adjustments in the County road system, and for the carrying of certain roads over or under or to a connection with the freeway, and

WHEREAS, the City has annexed certain areas covered by said Freeway Agreement with the County of Marin and has thereby taken over control and maintenance of certain County roads, hereinafter referred to as City streets, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties mutually desire to clarify the division of maintenance responsibility as to separation structures, and City streets or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, on June 23, 1952, a Freeway Maintenance Agreement was executed between the County and the State wherein the County

agreed to maintain certain areas, shown in said Agreement, on State Highway Route 1, between Ignacio and 0.2 mile north of Forbes Overhead.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The City will maintain, at City expense, all portions of city streets and appurtenant structures and bordering areas, colored in yellow on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereof. The City will maintain, at City expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The City will also maintain all traffic service facilities provided for the benefit or control of city street traffic.

3. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities, and all water lines except those incased within the walls, deck or floor of the structure, will be maintained by the City.



#### 4. PEDESTRIAN OVERCROSSINGS

Except for damage to the structure resulting from freeway vehicular traffic, the City will maintain pedestrian overcrossings in their entirety.

#### 5. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The City will maintain all drainage and lighting installations, and all water lines except those incased within the walls, deck or floor of the structure. The City will also be responsible for all cleaning and painting as may be required to keep the structure free of debris and obscenity.

#### 6. LANDSCAPED AREAS

All plantings or other types of roadside development within the freeway limits and colored in yellow on Exhibit "A" will be maintained by the City.

7. The purpose of this Agreement is to delineate the extent of City's maintenance responsibilities with respect to areas within the freeway limits that have been annexed to the City.

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8. EFFECTIVE DATE

This agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not effect any pre-existing obligations of the City to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the City has agreed to maintain pursuant to the terms of said Freeway Agreement, has been completed.

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

J. C. WOMACK  
STATE HIGHWAY ENGINEER

BY *Geo. B. Garte*  
Deputy State Highway Engineer

CITY OF SAN RAFAEL JUN 2 1962

Approval Recommended

*L. W. Warrnath*  
District Engineer

*Edward J. ...*  
Maintenance Engineer

Approval as to Form

*Harold ...*  
Attorney for Department

*Ray ...*  
Mayor

*...*  
City Clerk Deputy

\_\_\_\_\_  
Attorney

RESOLUTION NO. 2577

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING  
SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement entitled "Supplemental Freeway Maintenance Agreement" which concerns State Highway Route 1, in the City of San Rafael in the vicinity of Freitas Parkway, and

WHEREAS, the City Council has heard read said agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the City Council of the City of San Rafael, that said Supplemental Freeway Maintenance Agreement be and the same is hereby approved and the Mayor and the City Clerk are directed to execute the same on behalf of said City.

ADOPTED THIS 11 DAY OF May, 1962.

Attest:

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of San Rafael at a regular meeting thereof held May 11, 1962.

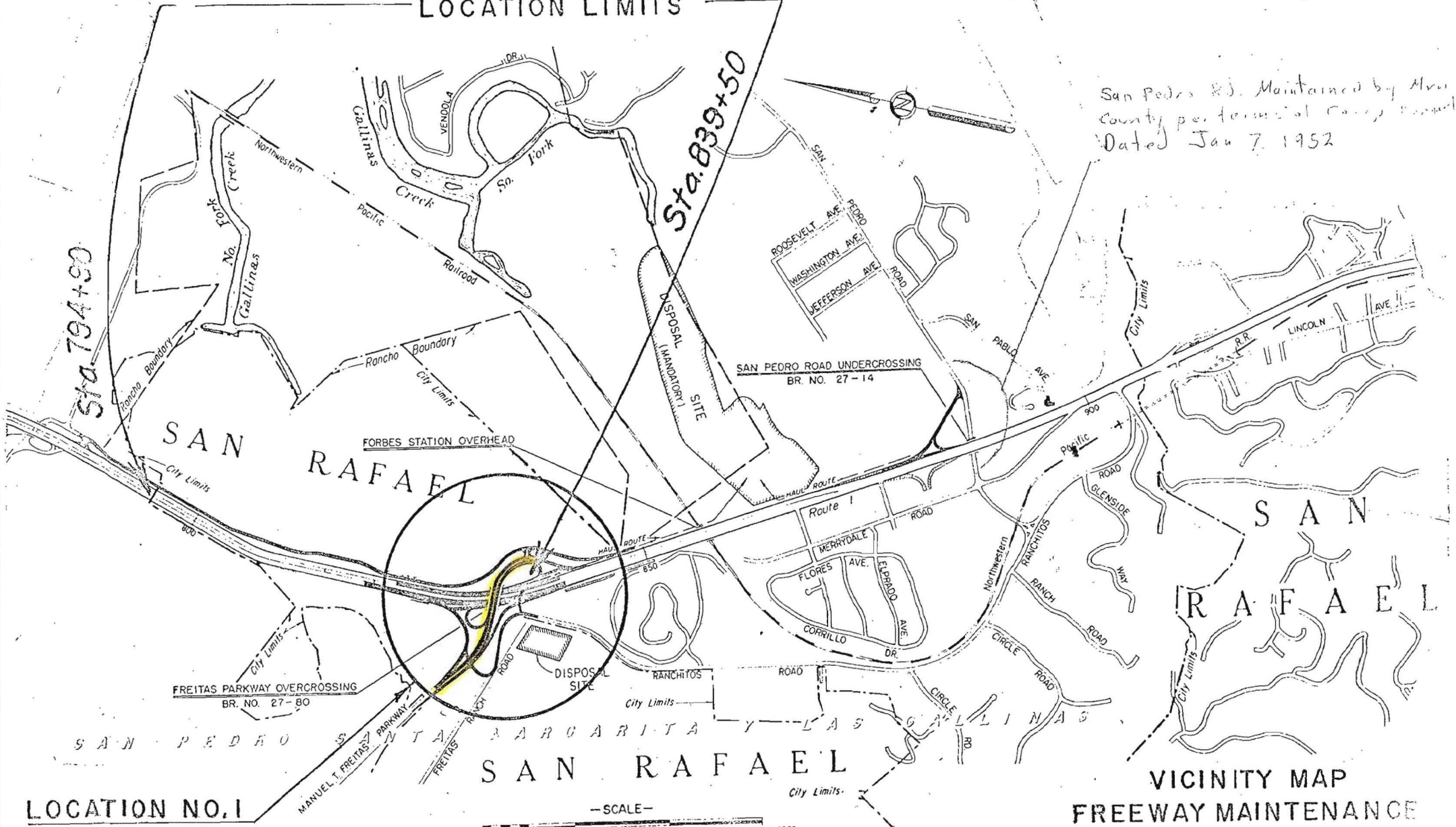
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City Clerk  
M. G. CORRELL  
City Clerk

DIST.	CO.	RTE.	SEC.	SHEET OF SHEETS	
IV	Mrn	1	SRf	1	3

1962

LOCATION LIMITS



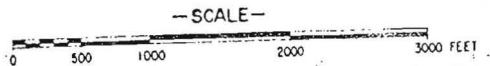
San Pedro Rd. Maintained by Alameda County per terminal Camp Contract. Dated Jan 7, 1952

LOCATION NO. 1

See sheets 2 & 3

FOR DETAIL

Area to be maintained by City



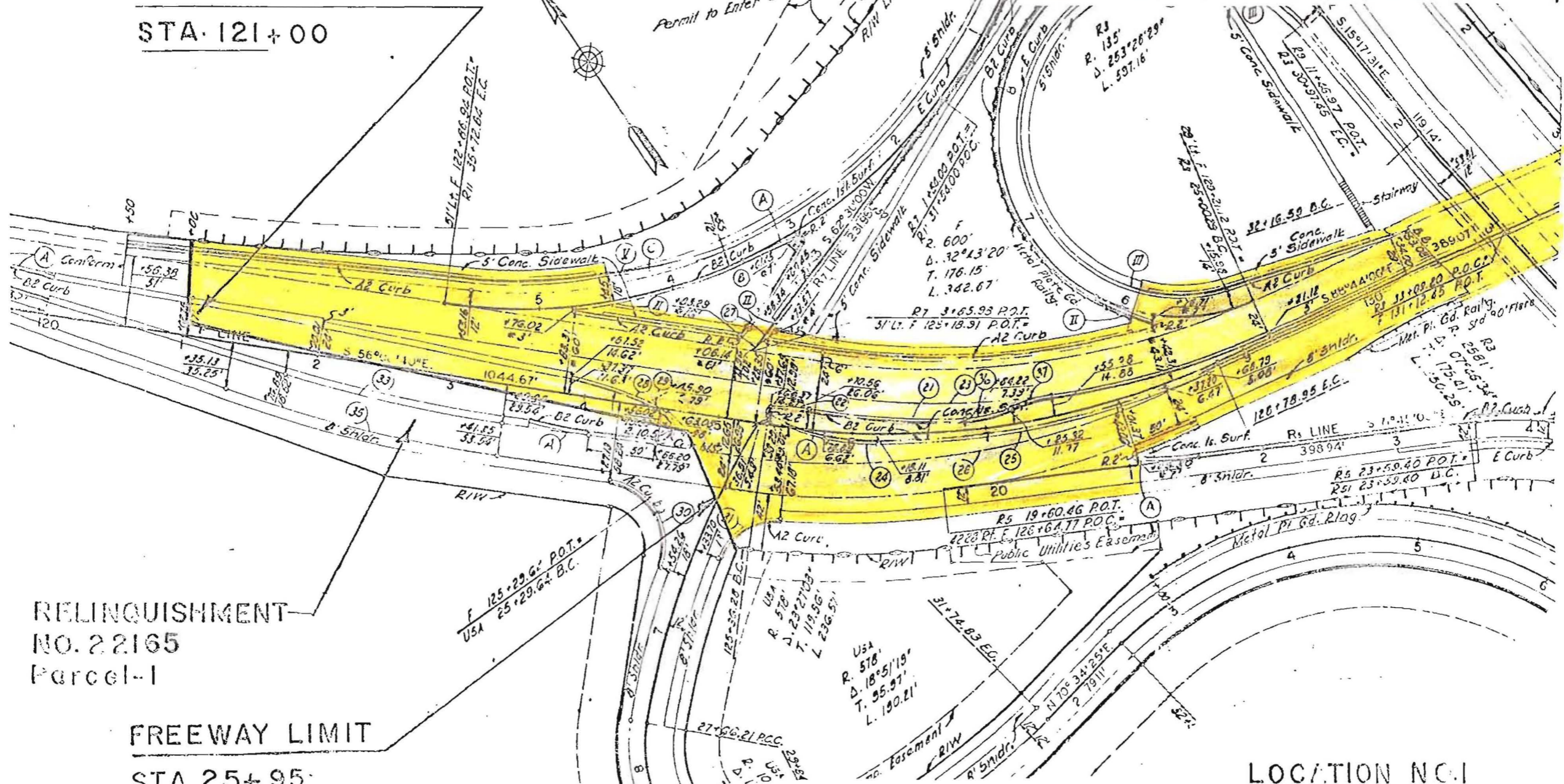
VICINITY MAP  
 FREEWAY MAINTENANCE  
 AGREEMENT

EXHIBIT "A"

DIST.	CO.	RTE.	SEC.	SHEET OF SHEETS
IV	Mn	1	SRf	2 3

FREEWAY LIMIT

STA. 121+00



RELINQUISHMENT

NO. 22165

Parcel-1

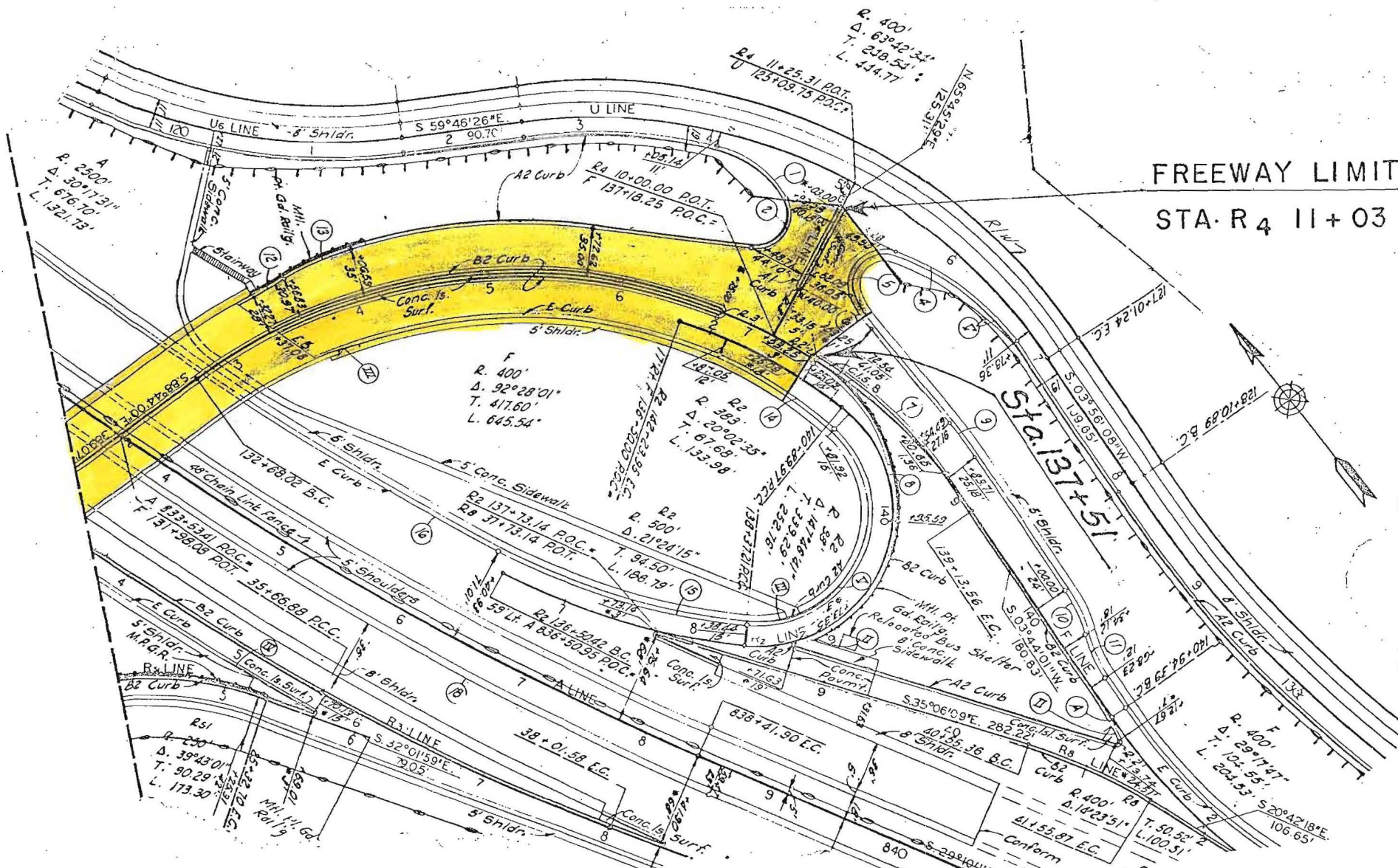
FREEWAY LIMIT

STA. 25+95

Area to be maintained by City



LOCATION NO. 1  
EXHIBIT "A"



FREEWAY LIMIT  
STA. R4 11+03

Area to be maintained by City



LOCATION NO. 1  
EXHIBIT "A"

**AMENDMENT NO. 1  
TO  
SUPPLEMENTAL FREEWAY MAINTENANCE AGREEMENT  
IN THE CITY OF SAN RAFAEL**

This Amendment No. 1 to the Supplemental Freeway Maintenance Agreement in the City of San Rafael is made and entered into by and between STATE of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and City of San Rafael, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, a Supplemental Freeway Maintenance Agreement in the City of San Rafael", hereinafter referred to as "AGREEMENT", was executed by CITY on May 7, 1962, and

WHEREAS, CITY desires to maintain improvements to be constructed under Project No. 0416000141 on Route 101 at Manuel T. Freitas Parkway overcrossing in the City of San Rafael; consisting of roundabout island, landscaping, retaining walls, and sidewalk, etc); and

WHEREAS, PARTIES hereto now mutually consent that AGREEMENT be amended.

NOW, THEREFORE, PARTIES agree to add retaining wall article below and replace the entire Exhibit A of AGREEMENT and shall become a part of AGREEMENT for all purposes.

- 1. RETAINING WALLS- CITY is solely responsible for the wall in its entirety but not limited to: structural adequacy, debris removal, cleaning and painting to keep wall structure free of debris, dirt, and graffiti.

TERM OF AGREEMENT AMENDMENT - This Amendment shall become effective on the date as shown below and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Amendment and have delegated to the undersigned the authority to execute this Amendment on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Amendment.

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

CITY OF SAN RAFAEL

STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
By: City Manager

ATTEST;

By

\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
LEAH BUDU            Date  
Deputy District Director  
Maintenance- District 4


\_\_\_\_\_  
CITY Attorney



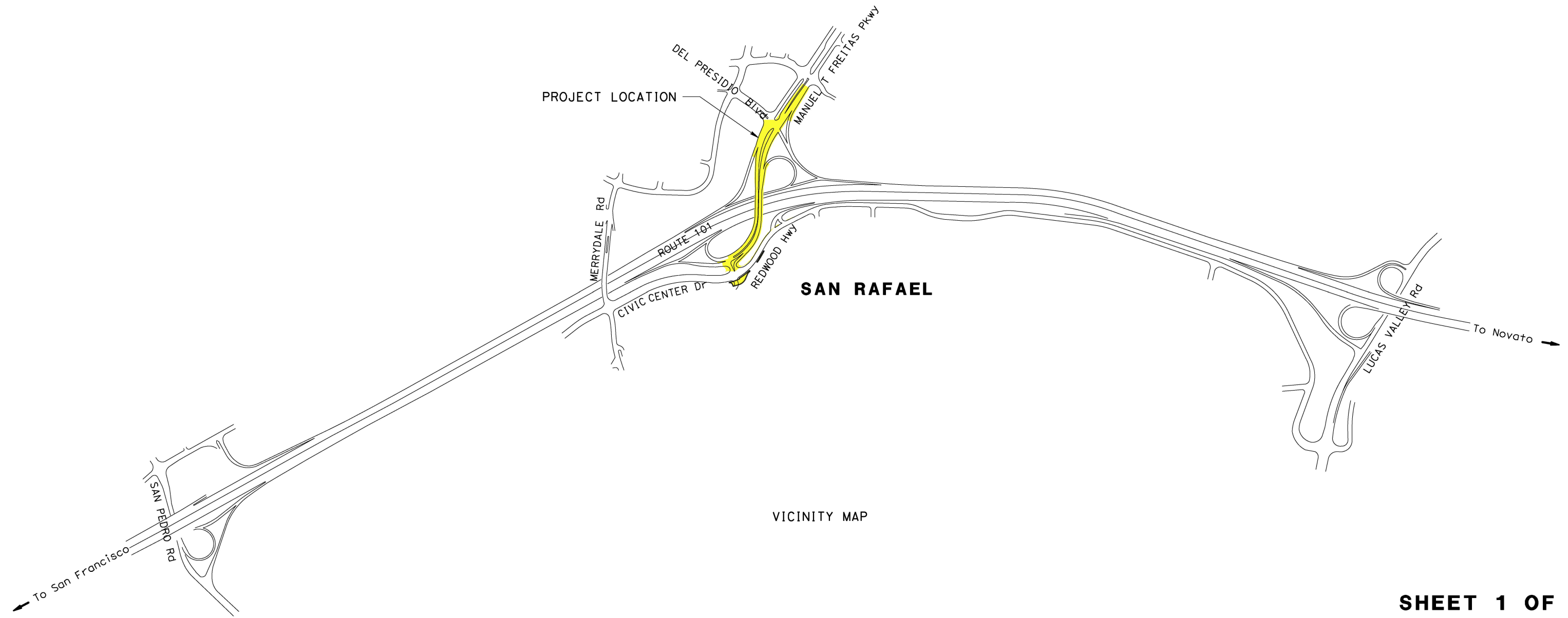
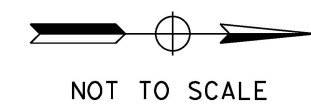
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	Mrn	101	13.7

**EXHIBIT "A"**

**LEGEND**

 AREA TO BE MAINTAINED BY THE CITY


**MAINTENANCE AGREEMENT  
WITH CITY OF SAN RAFAEL**



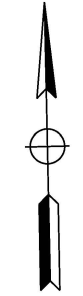
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	Mrn	101	13.7

**EXHIBIT "A"**

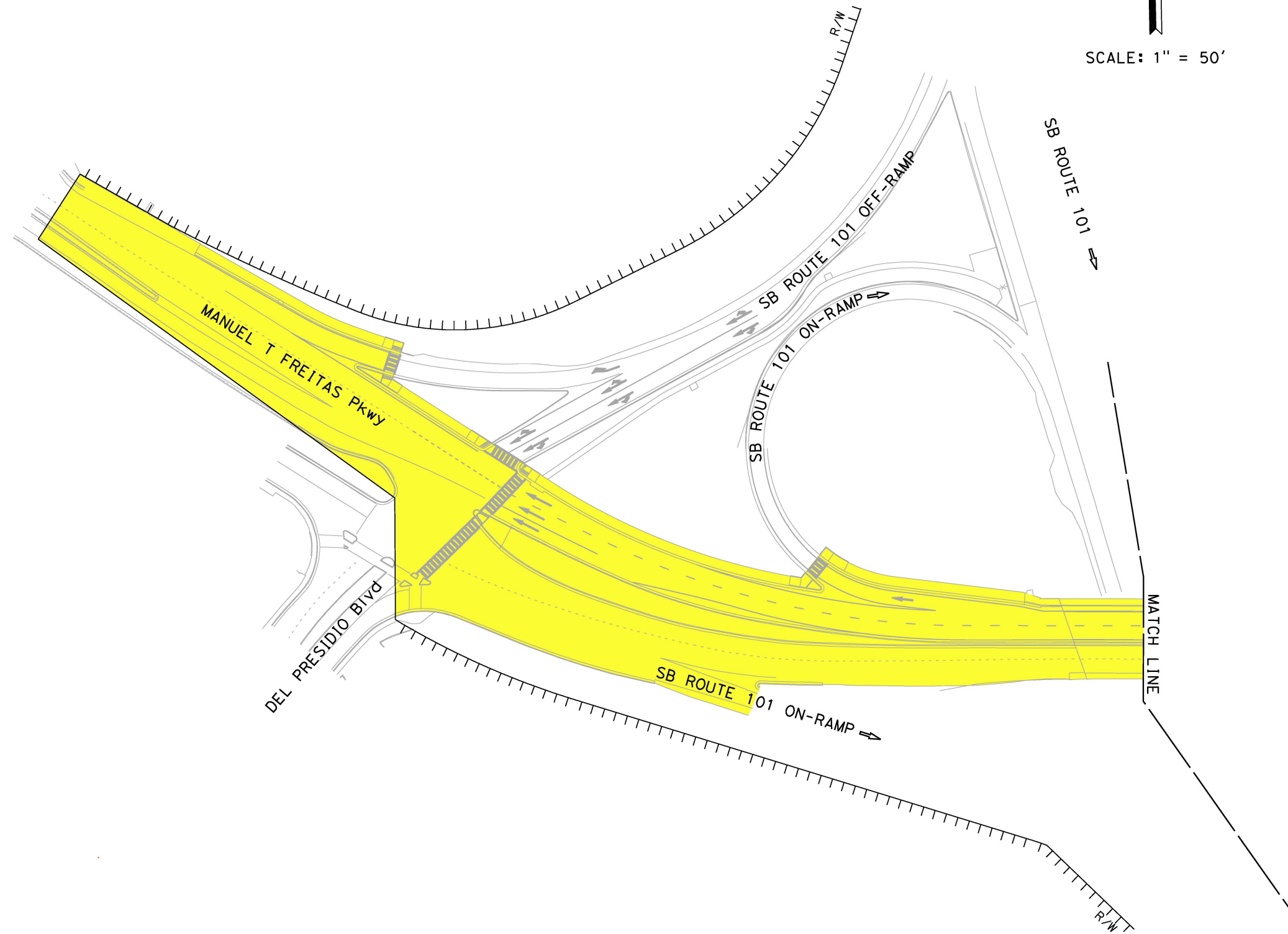
**LEGEND**

 AREA TO BE MAINTAINED BY THE CITY

**MAINTENANCE AGREEMENT  
WITH CITY OF SAN RAFAEL**

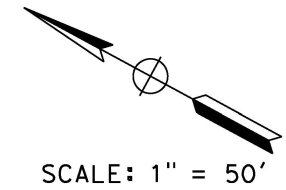


SCALE: 1" = 50'



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	Mrn	101	13.7

**EXHIBIT "A"**



**LEGEND**

- \* CITY IS RESPONSIBLE FOR STRUCTURAL AND AESTHETIC MAINTENANCE OF RETAINING WALLS WITHIN AREA INDICATED.
- AREA TO BE MAINTAINED BY THE CITY

**MAINTENANCE AGREEMENT WITH CITY OF SAN RAFAEL**

