



CITY COUNCIL AGENDA REPORT

MEETING DATE: NOVEMBER 6, 2007

ITEM NUMBER:

SUBJECT: AGREEMENT AND GRANT OF EASEMENTS FOR RIGHT-TURN LANE IMPROVEMENTS AND BIKE TRAIL AT 88 FAIR DRIVE (ORANGE COUNTY FAIR GROUNDS/32nd DISTRICT AGRICULTURAL ASSOCIATION)

DATE: OCTOBER 25, 2007

FROM: PUBLIC SERVICES DEPARTMENT, ENGINEERING DIVISION

PRESENTATION BY: WILLIAM J. MORRIS, DIRECTOR OF PUBLIC SERVICES

FOR FURTHER INFORMATION CONTACT: ERNESTO MUNOZ, CITY ENGINEER, AT (714) 754-5343

RECOMMENDATION:

1. Accept the Agreement and Grant of Easements for: A) Right-Turn Lane Improvements (Attachment 1) and B) Bike Trail (Attachment 2), both located at 88 Fair Drive.
2. Authorize the Mayor and the City Clerk to sign and record both Agreement and Grant of Easements.

BACKGROUND:

In 1987, the City widened Fair Drive, including an exclusive right-turn lane and driveway improvements at the Fairgrounds Main Entrance, all at City expense. At that time, no easements were given to the City. To date, the existing curb, gutter and pedestrian sidewalk on the north side of Fair Drive, from southbound Newport Boulevard Frontage Road to the Fairgrounds Main Entrance, remain outside of the City's public right-of-way and on State Fairgrounds property. Also, the pedestrian sidewalk has sustained considerable damage, which would need to be repaired prior to any assumption of ownership/maintenance by the City. See Attachment 3 for a map of the area.

Immediately after the street widening, the Fairgrounds awarded a contract for the construction of landscaping improvements along the southeastern perimeter of the Fairgrounds adjacent to southbound Newport Boulevard Frontage Road and Fair Drive. At that time, the City requested that the Fairgrounds include in their landscape improvement plans the extension of the bike trail from Mesa Drive along southbound Newport Boulevard Frontage Road, to the Fairgrounds Main Entrance along Fair Drive, as identified on the Master Plan of Bikeways.

In July 1987, an Agreement was entered into by the Fairgrounds and the City of Costa Mesa for the extension of the asphalt bike trail from Mesa Drive, along southbound Newport Boulevard Frontage Road, to the Fairgrounds Main Entrance on Fair Drive. The City agreed to pay for the construction and maintenance of the bike trail. The Fairgrounds agreed to construct the bike trail on the Fairgrounds' property. The bike trail was completed in October 1987, and in August 1988, the City made final payment to the Fairgrounds for design and construction costs of the subject asphalt bike trail in the amount of \$79,862. Easement documents were deemed as necessary, but were never completed.

In 1991, the City constructed an eight-foot wide concrete bike trail on Fair Drive from the Fairgrounds Main Entrance to Fairview Road, at City expense, in the amount of \$62,256. This bike trail was constructed on Fairgrounds property via a Right-of-Entry Agreement between the Fairgrounds and the City dated October 25, 1990. This Agreement clarified that this right-of-entry would be valid “until easement documents (were) complete.” Again, easement documents were discussed and several drafts were drawn, but were never completed or approved by the State.

In 1995, the portion of the asphalt bike trail along Fair Drive, from southbound Newport Boulevard Frontage Road to the Fairgrounds Main entrance, was removed when the Costa Mesa Sanitary District (CMSD) installed a new force main line on Fairgrounds property along Fair Drive directly under the bike Trail. This new force main line replaced an older force main line that crossed the southeast corner of the Fair Drive parking lot. The bike trail along this portion was reconstructed in concrete as part of the CMSD project, with the City paying the differential cost of \$1,034 between asphalt and concrete and CMSD paying for the remaining costs. CMSD agreed to perform sewer line cleaning as needed for the Fairgrounds for five years in exchange for the easement for the new sewer line. The sewer easement was prepared and submitted to Fairgrounds officials, but was never completed.

ANALYSIS:

From 1995 until present, City staff has attempted numerous times to obtain the necessary easements for the bike trails mentioned above. The State, until recently, was requesting compensation from the City in exchange for the requested easements. The State has now retracted this request and has agreed to grant the City the easements in the form of Agreement and Grant of Easements (see Attachments 1 & 2). The objective for granting the subject easements are to address the following items:

1. The bike trail, as described, is part of the City’s Master Plan of Bikeways and is designated as a Class 1 bike trail. In order to accommodate the required width of a class 1 bike trail, a 12-foot wide bike trail easement is required. A Bike Trail Easement Deed is needed to complete the City’s Master Plan of Bikeways.
2. On Fair Drive, a portion of the existing curb, gutter, pedestrian sidewalk, and roadway (right-turn lane) to the Fairgrounds Main Entrance, are on State property and outside of the City’s public right-of-way. The easements will allow the City to access and maintain improvements without obtaining permission by the State.
3. The bike trail and right-turn lane are currently located on Fairgrounds property without the benefit of an easement. Any liability associated with the bike trail and street right-of-way as outlined in the easements will be removed from the Fairgrounds.
4. In consideration for the State granting the easements to the City, the City has agreed to indemnify the State from all claims and liabilities arising from public use of the easements and the maintenance of both the right-turn lane and bike trail improvements. In order to accept these obligations, the documents must be signed and accepted by an authorized City official.

ALTERNATIVES CONSIDERED:

The alternative to this Council action would be to reject the Agreement and Grant of Easements. If this alternative is selected, the right-turn lane and bike trail would be located on the State’s property and could not be guaranteed for public use as it is intended. The City, in order to access the right-turn lane and bike trail for repairs would require permission from the State. In addition, this alternative would be inconsistent with the conditions of the original temporary access Agreement which states a permanent easement shall take its place. Therefore, due to safety considerations at these locations, staff does not recommend the alternative to reject the easements.

FISCAL REVIEW:

The subject Agreement and Grant of Easements have been granted to the City of Costa Mesa at no fee. However, there will be a fiscal impact by accepting the easements, as the City will be accepting liability and responsibility for maintenance of the acquired public right-of-way. This will be included within the street maintenance budget.

LEGAL REVIEW:

The City Attorney's office has approved the attached Agreement and Grant of Easement Deeds as to form.

CONCLUSION:

Staff recommends that the City Council accept both Agreement and Grant of Easements at 88 Fair Drive, and authorize the Mayor and City Clerk to sign and record the Agreement and Grant of Easements.

ERNESTO MUNOZ
City Engineer

WILLIAM J. MORRIS
Director of Public Services

Attachments 1 - [Right-Turn Lane Improvements Agreement and Grant of Easement](#)
2 - [Bike Trail Agreement and Grant of Easement](#)
3 - [Location Map](#)

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Distribution: City Manager
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