



Agenda Item B.4
CONSENT CALENDAR
Meeting Date: February 3, 2009

TO: Mayor and Council Members

FROM: Dan Singer, City Manager

CONTACT: Steve Wagner, Community Services Director
George Amoon, Project Manager

SUBJECT: Use Agreement for Caltrans Staging/Stockpile Yard

RECOMMENDATION:

Authorize the City Manager to execute a Use Agreement between the City of Goleta and Caltrans for a Caltrans Staging/Stockpile yard on excess Calle Real Road Right-of-Way in substantial conformance with the attached draft agreement

BACKGROUND:

The Los Carneros Interchange is considered a major gateway into the City of Goleta. Unfortunately the interchange is currently devoid of any landscaping except for a few scattered trees.

In April 2002, the County of Santa Barbara received a \$750,000 Federal Statewide Transportation Enhancement (STE) grant to landscape the interchange. Required matching funds also were awarded through a \$97,170 State Transportation Program grant in December 2006. The total available funding amount for the project is \$847,170. The grants were transferred to the City of Goleta upon incorporation in 2002.

In September 2007, the City executed a professional services agreement with David Black & Associates to prepare the landscape plan. The plan has been prepared, reviewed and approved by the Design Review Board and Caltrans (Attachment 1).

During the initial stages of the project, Caltrans informed City staff of their intent to use the area adjacent to the northbound off ramp as a staging/stockpile area on an ongoing basis. This however would significantly limit the area available for landscaping and City staff believes that it could create a safety hazard with vehicles using the off-ramp. Although Caltrans indicated the stockpile area could be screened with landscaping, staff believed it would detract from the purpose of beautifying this gateway interchange into the City.

As a result, Caltrans offered to discontinue use of the Los Carneros interchange site if an economical replacement site was found. City staff identified a site located on City owned right of way just west of the Patterson Avenue Interchange that was previously Calle Real before it was re-routed to the north (Attachment 2). The City does not have any short or long term plans for the use of this right of way.

Caltrans has agreed to use the Calle Real site in lieu of the Los Carneros Interchange site to allow the City to fully beautify the area as originally intended. In order to formalize the use of the Calle Real site for this purpose, Council directed staff to prepare a Use Agreement between the City and Caltrans.

DISCUSSION:

The City and Caltrans staff prepared a Use Agreement to memorialize the roles and responsibilities of each agency in regard to allowable uses, improvements, duration, liability and other pertinent terms (Attachment 3). The site will use the portion of the right of way that is closer to Patterson Avenue behind the commercial buildings along the south side of Calle Real to avoid the following potential impacts to the residences north of Calle Real (Attachment 4):

- The site will be fenced and screened with landscaping,
- Any lighting used will be shielded and directed away from residences,
- Access will only be permitted from the Patterson Avenue Interchange.

Both the City and Caltrans' attorneys have reviewed and approved the Use Agreement as to form. Once the Use Agreement is approved by the City Council and the Caltrans District Director, Caltrans will issue the encroachment permit to allow for the landscaping of the Los Carneros Road interchange to begin.

GOLETA STRATEGIC PLAN:

The Use Agreement and Relocation of the Caltrans staging/stockpiling area is consistent with the Goal in the Goleta Strategic Plan entitled, "Implement City Wide Capital Improvement Program."

ALTERNATIVES:

Council could elect not to approve the Use Agreement and direct staff to revise the landscape plan to accommodate Caltrans' use of the area adjacent to the off ramp for a stockpile/staging area. However, doing so would limit the area that could be landscaped and could create a safety hazard.

FISCAL IMPACTS:

There is no fiscal impact to the budget associated with entering into a Use Agreement with Caltrans. The eventual landscaping at the Los Carneros Interchange will be funded by existing CIP funds budgeted for the Los Carneros Interchange Landscape project. The project available budget is \$645,192.63, from account number 410-5-9021-706.

LEGAL REVIEW:

The attached Use Agreement has undergone legal review by the City Attorney's Office as well as the Legal Office for Caltrans.

Submitted By:

Reviewed By:

Approved By:

Steve Wagner
Community Services Director

Michelle Greene
Admin. Services Director

Daniel Singer
City Manager

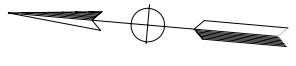
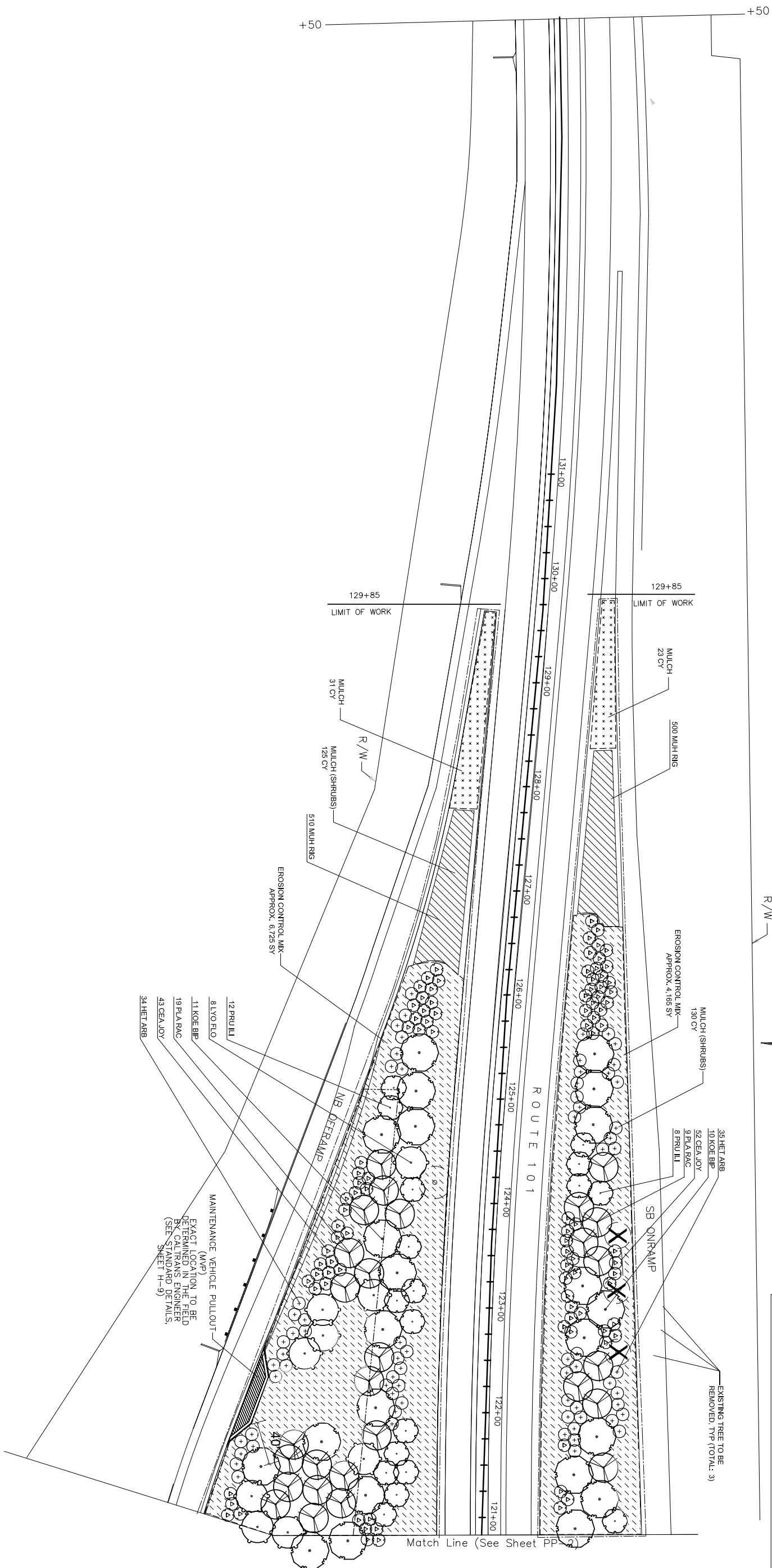
ATTACHMENTS:

1. Los Carneros Road Interchange Final Landscape Plan
2. Vicinity Aerial of Recommended Alternate Site for Caltrans Stockpile/Staging Yard near Patterson Avenue Interchange
3. Use Agreement for Stockpile/Staging area near Patterson Avenue Interchange
4. Aerial of Recommended Alternate Site for Caltrans Stockpile/Staging Yard near Patterson Avenue Interchange

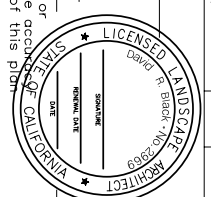
Attachment 1

Los Carneros Road Interchange Final Landscape Plan

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	PROJECT LANDSCAPE ARCHITECT	CALCULATED/DESIGNED BY	DATE	REVISED BY						
Caltrans PROJECT DEVELOPMENT	DAVID R. BLACK	CHECKED BY	DRB	DATE REVISED	7/08					



DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
05	SB	101	22.5/24.8	2
REGISTERED LANDSCAPE ARCHITECT				SHEET TOTAL
PLANS APPROVAL DATE				NO. SHEETS
The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.				8



FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

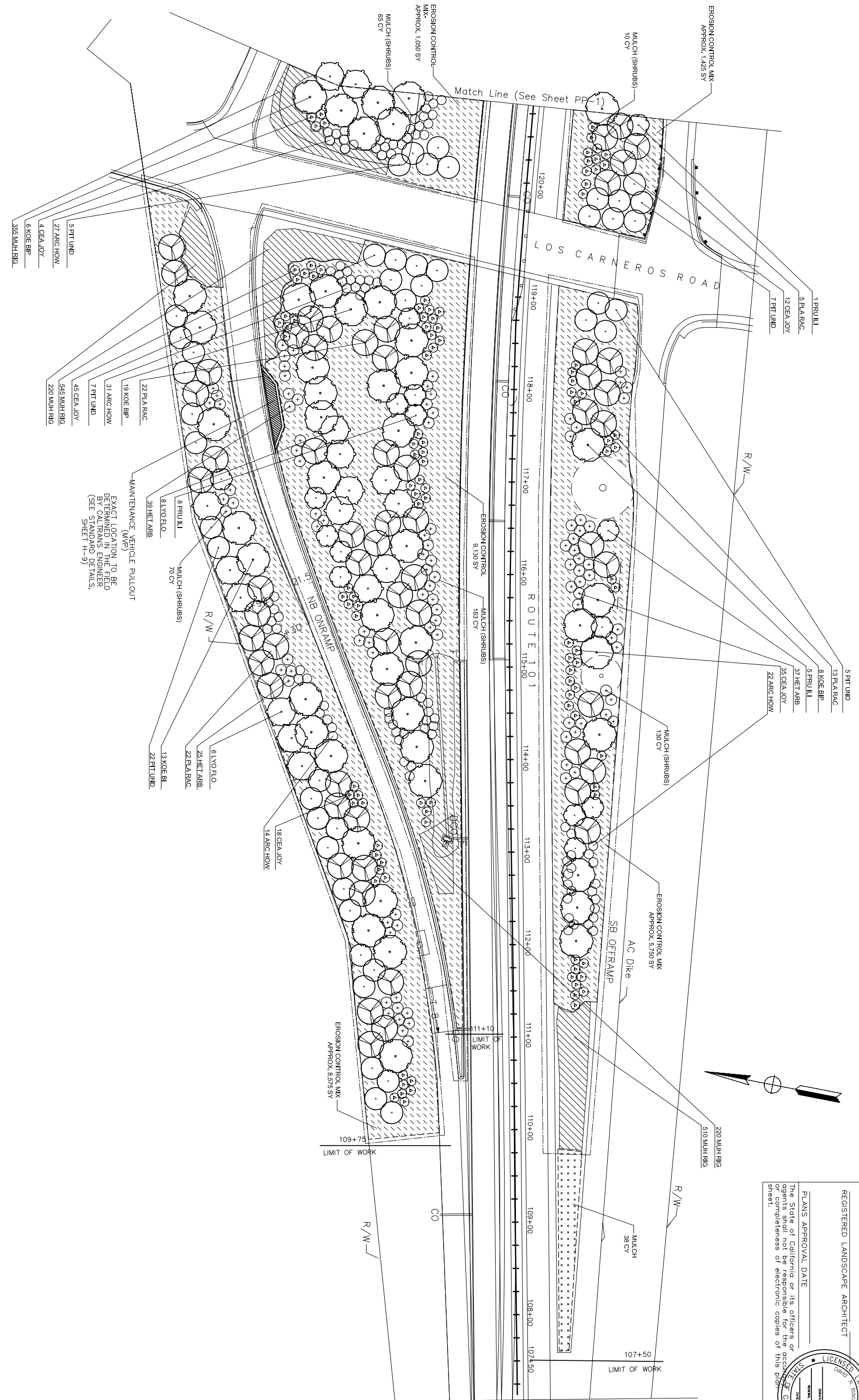
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FEDERAL PROJECT NO.: EA 05-930057

PLANTING PLAN

Scale 1"=50'

PP-1



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

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FEDERAL PROJECT NO.: EA 05-930057

LAST REVISION 00-00-00

PLANTING PLAN

Scale 1"=50'

PP-2

TIME PLOTTED => \$\$\$\$\$\$SYTIME\$\$\$\$\$

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	SB	101	22.5/24.8	3	8

REGISTERED LANDSCAPE ARCHITECT

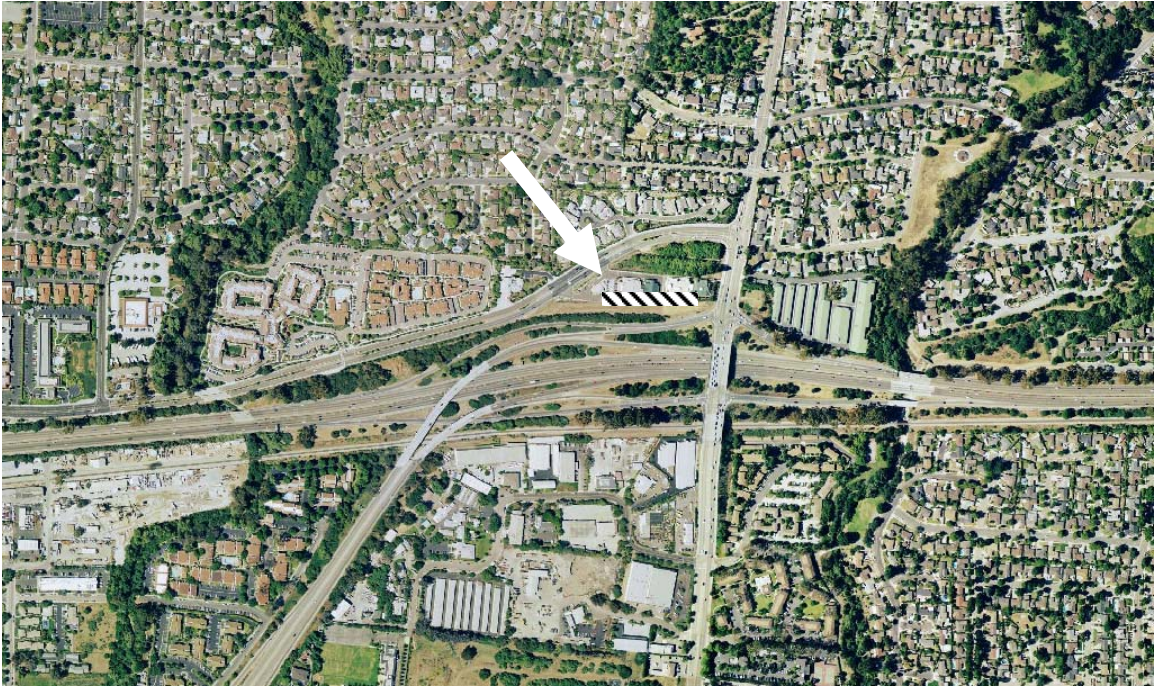
PLANS APPROVAL DATE _____

The State of California or its officers or agents shall not be responsible or liable for any consequences or damages of any kind resulting from the use of this plan sheet.

Attachment 2

Vicinity Aerial of Recommended Alternate Site for
Caltrans Stockpile/Staging Yard near Patterson Avenue Interchange

Recommended Alternate Site for Stockpile/Staging Yard on City Owned Right of Way



Attachment 3

Use Agreement for Stockpile/Staging Yard near
Patterson Avenue Interchange

**DRAFT AGREEMENT BETWEEN
THE CITY OF GOLETA AND THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION (“CALTRANS”)
REGARDING USE OF CITY PROPERTY
FOR STOCKPILING AND STORAGE**

This AGREEMENT ("AGREEMENT"), is made and entered into this _____ day of February 2009, by and between the City of Goleta, a California municipal corporation ("CITY") and the State of California Department of Transportation (“CALTRANS”).

R E C I T A L S

WHEREAS, CALTRANS has been using a portion of its right of way at the Highway 101 interchange at Los Carneros Road as a stockpile/staging yard;

WHEREAS, CITY was awarded grants to landscape the Highway 101 interchange at Los Carneros Road Interchange; and

WHEREAS, CALTRANS granted CITY permission to landscape the Los Carneros Road Interchange; and

WHEREAS, CITY has identified CITY owned right of way between Calle Real and the northbound Highway 101 onramp at Patterson Avenue as an alternative / replacement stockpile/staging site (Attachment “A”) in order for the interchange at Los Carneros Road to be landscaped pursuant to the grant (the replacement CITY owned right of way is herein referred to as “SITE”); and

WHEREAS, CALTRANS and CITY desire to relocate the stockpiling/staging yard from the Los Carneros Interchange to the SITE.

In consideration of the mutual covenants and conditions set forth herein, and in consideration of the Recitals set forth above and hereby incorporated by this reference into the Agreement, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 5 of this AGREEMENT entitled "TERMINATION OF AGREEMENT", the term shall continue until terminated as provided herein.

SECTION 2. SITE.

The SITE is CITY owned right of way between Calle Real and the northbound Highway 101 onramp at Patterson Avenue as more specifically identified in Attachment “A” hereto. The

use by CALTRANS of the SITE shall be subject to the terms of this AGREEMENT.

SECTION 3. OBLIGATIONS OF CALTRANS REGARDING USE OF SITE.

(a) CALTRANS agrees to cease using the Los Carneros interchange of Highway 101 as a staging/stockpile area.

(b) The use of the SITE shall be limited to temporary storage of road construction equipment and materials by CALTRANS personnel and contractors engaged in CALTRANS activities.

(c) All improvements to the SITE including, but not limited to, fencing with earth tone slats for shielding, landscape screening and irrigation shall be subject to CITY approved plans. Among other goals, CITY desires to minimize impacts on residences including impacts from noise and lights. All costs associated with such improvements shall be funded by CALTRANS.

(d) Access to and from the SITE shall be limited to the southern boundary along the Patterson northbound onramp (CALTRANS right of way) only. There shall be no access permitted on/off Calle Real.

(e) The use of the SITE shall be available to CALTRANS 24 hours a day, seven days a week.

(f) CALTRANS shall not permit the storage of any hazardous waste on the SITE.

(g) CALTRANS shall not permit any permanent lighting to be installed at the SITE, except in the vicinity of the ingress/egress point on the Patterson Ave on-ramp. Temporary lights used for safe operations on the site will be allowed when work activities are being performed. Such lights shall be shielded and limited in size, scope, location and use so as to only achieve the purpose of the lights and to avoid any impacts on residences.

(h) Overnight vehicle storage shall only be allowed when actively in use on CALTRANS projects. No storage of vehicles is allowed that are not actively utilized for current projects.

(i) All storm water best management practices identified in the CALTRANS SWPPP shall be maintained by CALTRANS.

(h) CALTRANS shall not allow any nuisance to be created or maintained on SITE. CALTRANS shall assure that the SITE is maintained, including maintenance of appropriate landscaping, that fencing and slats are maintained in good repair and appearance, that the SITE is kept clear of all trash and debris, including any construction debris. CALTRANS shall prevent any waste off SITE.

(i) CALTRANS shall be responsible for keeping the SITE free and clear of any and all hazardous waste and shall actively and completely remediate any hazardous waste from the

SITE as soon as discovered, whether during the term of this agreement or thereafter. Storage of hazardous materials shall be in accordance with Caltrans policies and procedures.

SECTION 4. OBLIGATIONS OF CITY

(a) CITY shall allow Caltrans to use the SITE for stockpiling/staging pursuant to the terms contained here in. CITY certifies that, to the best of its knowledge, there is no hazardous waste or materials on the SITE, other than what are consistent with right of way adjoining a freeway, prior to Caltrans use.

SECTION 5. TERMINATION OF AGREEMENT.

(a) This AGREEMENT may be terminated at any time by the parties as set forth below.

(b) The CITY may terminate the AGREEMENT with twelve (12) months written notice to CALTRANS. If the CITY so terminates the AGREEMENT, it agrees to provide CALTRANS another location for stockpiling and storage which is acceptable to CALTRANS. CALTRANS acceptance of the alternative location shall not be unreasonably withheld. If another acceptable stockpiling / storage location is not identified, CALTRANS reserves the right to resume using the area adjacent to the northbound offramp of the Los Carneros Interchange of Highway 101.

(c) CALTRANS may terminate the AGREEMENT with twelve (12) months written notice to CITY.

(d) Upon termination of this AGREEMENT, CALTRANS shall restore the SITE to its condition as it existed prior to entering into this AGREEMENT. Improvements made to the SITE may remain at CITY request.

SECTION 6. INDEMNITY.

(a) CALTRANS agrees to defend and indemnify the CITY from any and all claims arising out of any injury or death of any person, damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent or wrongful acts or omissions of CALTRANS, its agents, officers, directors, contractors, subcontractors or employees, committed in connection with this AGREEMENT.

SECTION 7. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: City Manager
City of Goleta

130 Cremona Drive, Suite B
Goleta, California 93117

To CALTRANS: District Director
District 5
50 Higuera St.
San Luis Obispo, California 93401

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 8. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CALTRANS represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CALTRANS to the performance of its obligations hereunder.

SECTION 9. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 10. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CALTRANS and by the City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 11. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

SECTION 12. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in Los Angeles. The parties do not intend hereby to consent to Federal jurisdiction.

SECTION 13. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBIT "A", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CALTRANS and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

SECTION 14. ATTACHMENT.

“A” SITE Map

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF GOLETA

CALTRANS

By _____
City Manager

By _____

Name: _____
[Print]

Title: _____

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

, Legal Counsel for CALTRANS

EXHIBIT "A"

SITE MAP



Attachment 4

Aerial of Recommended Alternate Site for
Caltrans Stockpile/Staging Yard near Patterson Avenue Interchange

City owned right of way. Access available overall via Patterson Avenue interchange

