

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *Handwritten*

BOARD AGENDA # *C-5

Urgent Routine

AGENDA DATE May 7, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Director of Public Works to Sign a Consent to Common Use Agreement with Turlock Irrigation District for the Hatch Road at Santa Fe Avenue Intersection Improvement Project

STAFF RECOMMENDATIONS:

Authorize the Director of Public Works to sign a Consent to Common Use Agreement with Turlock Irrigation District (TID) for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.

FISCAL IMPACT:

The total estimated cost for construction of this project is \$1,781,289 funded 100% from the Public Facilities Fee-City/County program. Funding is available in the Fiscal Year 2012-2013 Road Projects budget.

BOARD ACTION AS FOLLOWS:

No. 2013-223

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Director of Public Works to Sign a Consent to Common Use Agreement with Turlock Irrigation District for the Hatch Road at Santa Fe Avenue Intersection Improvement Project

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Road Congestion Relief Program. One of the projects approved under this program was the Hatch Road at Santa Fe Avenue Intersection Improvement Project. The proposed improvements consist of traffic signals, installation of left turn lanes, dedicated right turn lanes, upgrade of the railroad signals, pavement widening, traffic striping (Phase 1) and expansion of the existing bridge on Santa Fe Avenue near Hatch Road (Phase 2). Construction of Phase 2 of the project that included expansion of the existing bridge was completed in February 2009. The Phase 1 Intersection Improvement Project (Project) was delayed as a result of right of way negotiations.

On August 28, 2007, the Board of Supervisors adopted the Mitigated Negative Declaration for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.

On October 21, 2008, the Board of Supervisors awarded a contract for the construction of the Phase 2 - Santa Fe Avenue Bridge Widening and Retrofit Project, and construction of this phase of the project was completed on February 10, 2009, and accepted by the Department of Public Works on February 11, 2009.

Phase 1 of the Hatch Road at Santa Fe Avenue Intersection Improvement Project is currently in the final stages of the ROW acquisition, and all ROW acquisitions of private property are complete.

The Project construction and resulting improvements will require the County to encroach on the TID right of way at the Ceres Main Canal facility. The County and TID have agreed to enter into a Consent to Common Use Agreement to allow the County to construct improvements within the ROW of TID located in the area adjacent to the irrigation canal. The agreement spells out the duties and obligations between Stanislaus County and TID relative to the irrigation canal.

In summary, the Consent to Common Use Agreement specifies:

1. Turlock Irrigation District's consent to the construction;
2. Maintenance of the facilities constructed;
3. Liability of each agency; and,
4. Indemnification of each agency.

On April 23, 2013, the TID Board of Directors approved the Consent to Common Use Agreement. Board approval of the agreement will allow the Department to move forward with the remainder of the project.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving traffic safety and reducing traffic congestion on the County road system.

Approval to Authorize the Director of Public Works to Sign a Consent to Common Use Agreement with Turlock Irrigation District for the Hatch Road at Santa Fe Avenue Intersection Improvement Project

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

AV:sn

L:\ROADS\9208 - Hatch Road at Santa Fe Ave\Design\Board Items\9208_5-7-13 BOS Item_Hatch Rd @ Santa Fe Int Imp

AGREEMENT CONSENTING TO COMMON USE

This Agreement is made on _____, 2013, by and between the Turlock Irrigation District, an irrigation district, hereinafter called "DISTRICT", and Stanislaus County, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

This Agreement is made with reference to the following facts:

A. DISTRICT is in possession of certain real property in Stanislaus County consisting of a strip of land, 90 feet in width, with certain canal improvements thereon, which real property is commonly known and referred to as DISTRICT'S Ceres Main Canal.

B. COUNTY desires, at COUNTY'S expense, to make certain improvements at the intersection of Hatch Road and Santa Fe Avenue including the widening of Hatch Road by adding a right turn lane from eastbound Hatch to southbound Santa Fe that would occupy a portion of the DISTRICT'S Ceres Main Canal, and to make such improvements to DISTRICT'S Ceres Main Canal as are necessary to maintain said canal right-of-way in light of the widening of COUNTY'S road. This includes Turlock Irrigation District Canal property.

C. The widened Hatch Road will occupy a portion of DISTRICT'S property for the Ceres Main Canal, which portion is hereinafter referred to as the "Area of Common Use", and is described on Exhibit "A" and illustrated on the plat labeled Exhibit "B" attached hereto.

NOW, THEREFORE, IT IS AGREED as follows:

1. DISTRICT, pursuant to the terms and conditions hereinafter set forth, hereby consents to the COUNTY'S proposed widening of Hatch Road and to the common use by the DISTRICT and COUNTY of said widened road and "Area of Common Use".
2. COUNTY acknowledges DISTRICT'S title to DISTRICT'S facilities within the "Areas of Common Use". Except in emergencies, DISTRICT shall give reasonable notice to COUNTY before performing any work on DISTRICT'S facilities in the "Area of Common Use" when such work will obstruct the free flow of traffic. In all cases, DISTRICT shall make adequate provisions for the protection of the traveling public when performing work on the DISTRICT'S facilities in the "Area of Common Use".
3. Except in emergencies, COUNTY shall give reasonable notice to DISTRICT before performing any work on COUNTY'S property or facilities in the "Area of Common Use" when such work could potentially obstruct the DISTRICT'S access to the canal bank. In all cases COUNTY shall make adequate provision for the protection of DISTRICT property and facilities when performing work on COUNTY property or facilities in the "Area of Common Use".
4. The widening of Hatch Road consented to in Paragraph 1 of this Agreement shall be coordinated with the DISTRICT so that construction

work will be carried out in such a manner as to minimize impacts to the DISTRICT'S maintenance and operation of the canal.

5. COUNTY shall perform all design, construction, and inspection, of the entire project, and DISTRICT shall review the final plans prior to construction of the intersection improvements. DISTRICT'S review of COUNTY'S plans shall not be construed as confirming or endorsing the design nor as any warranty of safety or reliability. DISTRICT shall not, by reason of such review or failure to review, be responsible for strength, details of design, adequacy or safety of COUNTY'S proposed details and work.
6. COUNTY shall maintain the entire work zone in a safe manner and shall provide adequate safety barricades and lights to protect the safety of persons using any adjacent canal bank or street or any part of DISTRICT property. Upon completion of the work, the COUNTY shall leave the entire construction area in a clean, neat, and orderly condition. The COUNTY shall insure that no materials or liquids, other than clean and uncontaminated water, are allowed to enter the DISTRICT'S canal.
7. Prior to the completion of the intersection improvements by COUNTY, DISTRICT shall inspect the construction to satisfy itself that the work was performed in accordance with the plans and is complete.
8. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any of DISTRICT'S rights in its property. Both COUNTY and DISTRICT shall use the "Area of Common Use" in

such a manner as to not interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which DISTRICT or COUNTY may now have, or may hereafter acquire, resulting from the construction of additional facilities or the alteration of existing facilities by either COUNTY or DISTRICT in such a manner as to cause an unreasonable interference with the use of the "Areas of Common Use" by the other.

9. DISTRICT hereby grants to COUNTY 2 temporary construction easements, to be used by COUNTY only for the construction period as established in this Agreement. This temporary construction easement shall terminate and cease to exist on the date COUNTY files for record, in the office of the County Recorder of Stanislaus County, a notice of completion for the intersection improvements. The size and location of the temporary easements are described in Exhibit "C" and illustrated in Exhibit "D" attached hereto.
10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
11. COUNTY shall defend, indemnify and hold DISTRICT, (including its directors, officers, agents and employees) harmless from and against any and all claims arising from any act or omission, or negligence of COUNTY or of COUNTY'S supervisors, officers, contractors, agents, or employees, in connection with the construction, maintenance, and use consented to in Paragraph 1 of this Agreement and the use of such

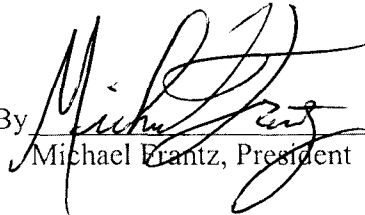
COUNTY property and facilities by the COUNTY or the public; except to the extent that any such loss was caused by the negligence of the DISTRICT.

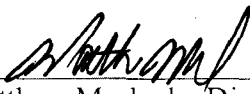
12. This Agreement shall operate to give COUNTY the rights herein provided for only insofar as DISTRICT may do so under and by virtue of the rights that DISTRICT has in DISTRICT'S property.
13. COUNTY will be responsible for the ongoing maintenance of the intersection improvements and appurtenant traffic control devices to insure DISTRICT'S canal bank remains stable and passable for DISTRICT vehicles and equipment.
14. Time is of the essence of each provision of this Agreement.
15. All exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.


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

TURLOCK IRRIGATION DISTRICT

COUNTY OF STANISLAUS

By  _____
Michael Frantz, President

By  _____
Matthew Machado, Director of
Public Works

By  _____
Joe Alamo, Board Secretary

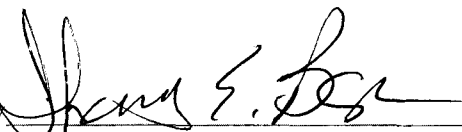
By  _____
Thomas Boze, County Counsel

EXHIBIT "A"

**AREA I OF COMMON USE
BETWEEN STANISLAUS COUNTY AND TURLOCK IRRIGATION DISTRICT**

All that portion of the Northeast Quarter of Section 8, Township 4 South, Range 10 East, Mount Diablo Meridian, in the County of Stanislaus, State of California described as follows:

Commencing at the Northeast Corner of said Section 8, thence North 89° 45' 40" West, 81.05 feet on the north line of said Section 8 also being the centerline of present day 66 foot wide Hatch Road to a point that bears North 0° 14' 20" East, 4.97 feet from construction centerline Station 102+00 as shown on the BKF Engineers "Hatch Road and Santa Fe Avenue Phase 3 Horizontal Control Plan", Thence South 0° 14' 20" West, 33.00 feet to a point on the south right-of-way line of said Hatch Road also being the north right-of-way line of Turlock Irrigation District Main Canal and the Point of Beginning of this description; Thence North 89° 45' 40" West, 97.83 feet on said south right-of-way line to the intersection with the northeasterly right-of-way of Santa Fe Avenue; Thence South 44° 58' 45" East, 30.00 feet on the northeasterly right-of-way line of said Santa Fe Avenue to a point; Thence leaving said right of way, North 74° 48' 07" East, 79.40 feet to the Point of Beginning.

Subject to all easements and right-of-ways of record.

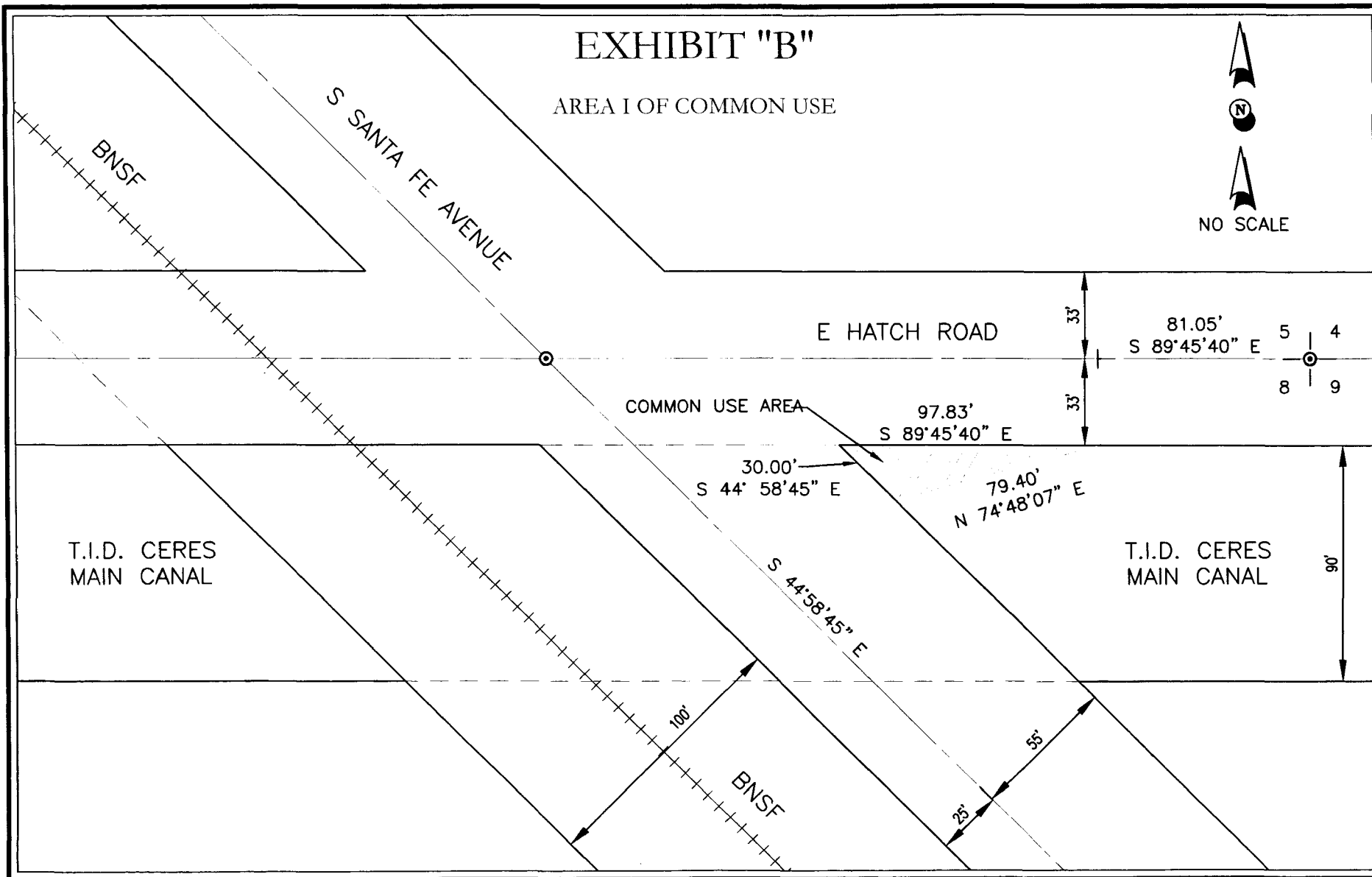
The Basis of Bearing for this description is the BFK Engineers "Hatch Road and Santa Fe Avenue Phase 3 Horizontal Control Plan" dated 09/25/2012

EXHIBIT "B"

AREA I OF COMMON USE



NO SCALE



AREA OF COMMON USE

NE ¼ SECTION 8 T.4 S. R.10 E.
COUNTY OF STANISLAUS

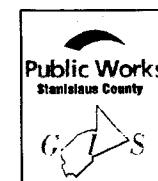


EXHIBIT "A"

AREA II OF COMMON USE BETWEEN STANISLAUS COUNTY AND TURLOCK IRRIGATION DISTRICT

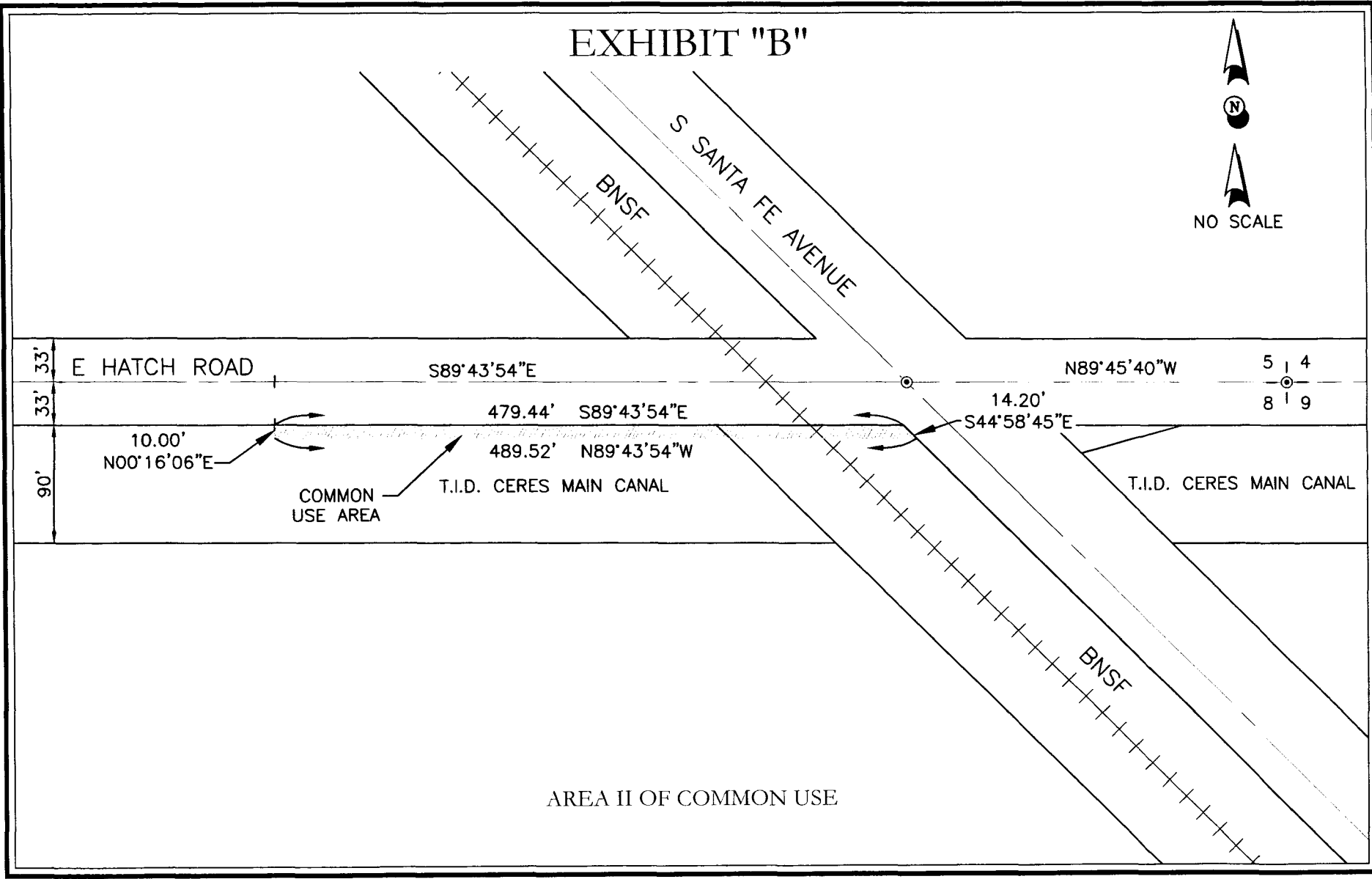
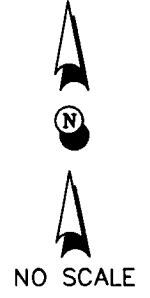
All that portion of the Northeast Quarter of Section 8, Township 4 South, Range 10 East, Mount Diablo Meridian, in the County of Stanislaus, State of California described as follows:

Commencing at the Northeast Corner of said Section 8, thence North $89^{\circ} 45' 40''$ West, 290.21 on the north line of said Section 8 also being the centerline of present day 66 foot wide Hatch Road to the intersection of Hatch Road and Santa Fe Avenue marked by a 1 inch iron pipe; thence North $89^{\circ} 43' 54''$ West, 481.69 feet along said Section line and centerline a point that bears North $0^{\circ} 16' 06''$ East, 3.55 feet from construction centerline Station 95+09.14 as shown on the BKF Engineers "Hatch Road and Santa Fe Avenue Phase 3 Horizontal Control Plan", Thence South $0^{\circ} 16' 06''$ West, 33.00 feet to a point on the south right-of-way line of said Hatch Road also being the north right-of-way line of Turlock Irrigation District Main Canal and the Point of Beginning of this description; Thence South $89^{\circ} 43' 54''$ East, 479.44 feet on said south right-of-way line of Hatch Road to the intersection with the southwesterly right-of-way of Santa Fe Avenue; Thence South $44^{\circ} 58' 45''$ East, 14.20 feet on said right-of-way Santa Fe Avenue to a point; Thence leaving said right of way, North $89^{\circ} 43' 54''$ West, 489.52 feet; thence North $00^{\circ} 16' 06''$ East 10.00 feet to the Point of Beginning.

Subject to all easements and right-of-ways of record.

The Basis of Bearing for this description is the BFK Engineers "Hatch Road and Santa Fe Avenue Phase 3 Horizontal Control Plan" dated 09/25/2012

EXHIBIT "B"



AREA OF COMMON USE
 NE ¼ SECTION 8 T.4S. R.10 E.
 COUNTY OF STANISLAUS



EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT AREA BETWEEN STANISLAUS COUNTY AND TURLOCK IRRIGATION DISTRICT

All that portion of the Northeast Quarter of Section 8, Township 4 South, Range 10 East, Mount Diablo Meridian, in the County of Stanislaus, State of California described as follows:

Commencing at the Northeast Corner of said Section 8, thence South $0^{\circ} 14' 20''$ West, 33.00 feet to a point on the south right-of-way of Hatch Road also being the north right-of way of Turlock Irrigation District's Main Canal and the Point of Beginning of this description; thence east along said right-of-way, 519 feet to a point on Station 108+00 as shown on the BFK Engineers "Hatch Road and Santa Fe Avenue Phase 3 Horizontal Control Plan"; thence south 19 feet to the north concrete canal lining of Turlock Irrigation District's Main Canal, thence along said concrete lining, west, 676 feet to a point on the north end of the existing headwall of said canal; thence north 18 feet to the south right-of-way of said Hatch Road; thence east, 157.7 feet to the Point of Beginning.

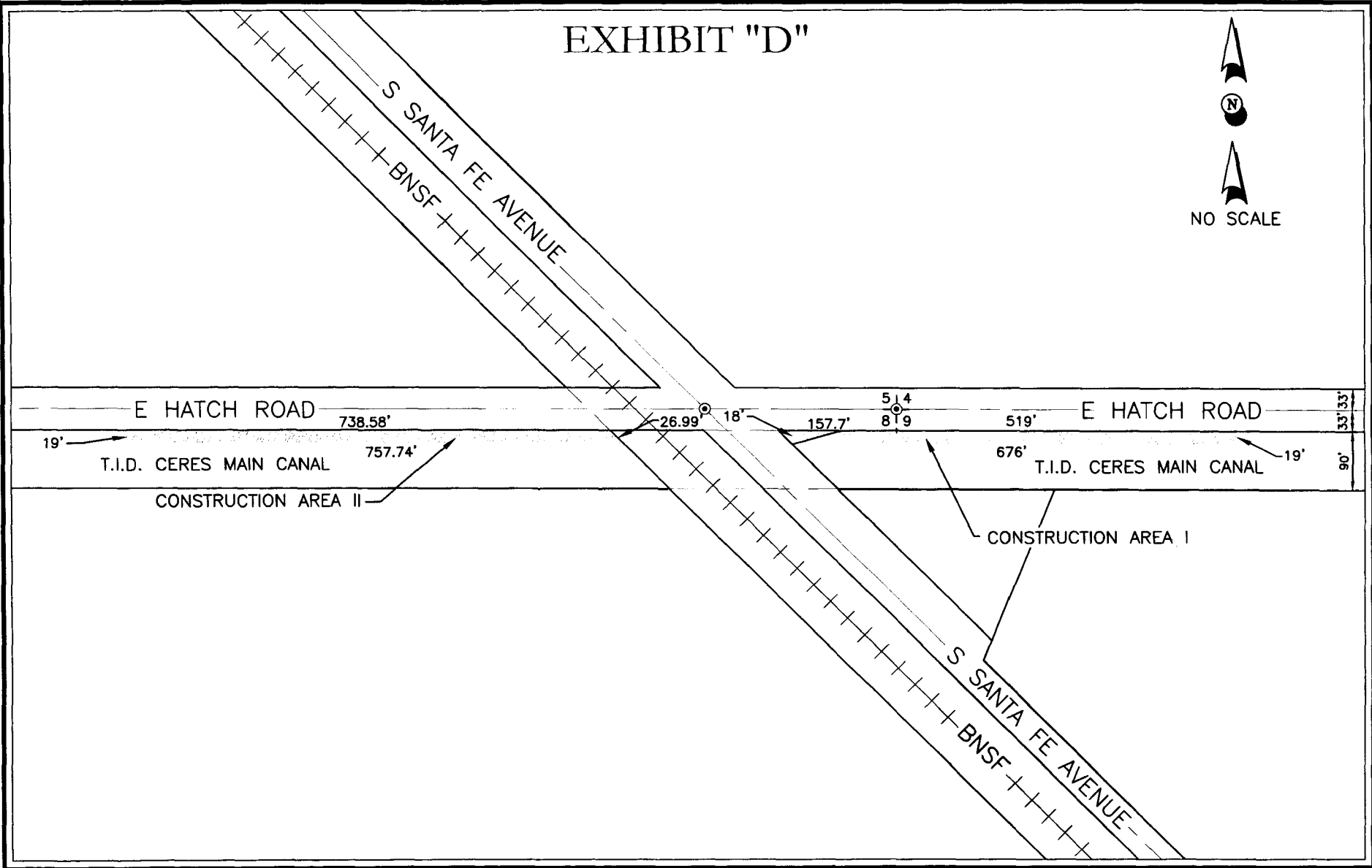
Together with:

Beginning at the intersection of the south right-of-way of Hatch Road with the southwesterly right-of-way of Santa Fe Avenue, thence west, 738.58 along the south right-of-way of Hatch Road also being the north right-of way of Turlock Irrigation District's Main Canal to a point on Station 92+50 as shown on the BFK Engineers "Hatch Road and Santa Fe Avenue Phase 3 Horizontal Control Plan"; thence south 19 feet to the north concrete canal lining of Turlock Irrigation District's Main Canal, thence along said concrete lining, east, 757.74 feet to the intersection with the southwesterly right-of-way of Santa Fe Avenue, thence North $44^{\circ} 58' 45''$ West, 26.99 feet to the Point of Beginning.

Subject to all easements and rights-of-ways of record.

The Basis of Bearing for this description is the BFK Engineers "Hatch Road and Santa Fe Avenue Phase 3 Horizontal Control Plan" dated 09/25/2012

EXHIBIT "D"



TEMPORARY CONSTRUCTION EASEMENT AREA FOR AREA OF COMMON USE

NE ¼ SECTION 8 T.4 S. R.10 E.
COUNTY OF STANISLAUS



RESOLUTION NO. 2013 - 48

RESOLUTION APPROVING AN AGREEMENT CONSENTING TO COMMON USE BETWEEN THE TURLOCK IRRIGATION DISTRICT AND STANISLAUS COUNTY FOR THE HATCH ROAD AND SANTA FE AVENUE INTERSECTION IMPROVEMENTS

WHEREAS, the California Water Code Section 22502 states: All conveyances and leases of district property shall be executed by the secretary and president on behalf of the district in accordance with a resolution of the board; and

WHEREAS, the Turlock Irrigation District ('District') intends to follow the California Water Code and this resolution is therefore, in accordance with the California Water Code Section 22502.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of Directors of the Turlock Irrigation District that the President and Secretary of the Board are authorized to sign on behalf of the District an Agreement Consenting To Common Use, attached hereto and described and shown in Exhibit A and B of area I and Exhibit A and B of Area II, and Temporary Construction Easements shown on Exhibit C and D between the District and Stanislaus County for the construction, maintenance, and use of a widened road as well as the common use by the District and Stanislaus County of the 'Area of Common Use'.

Moved by Director Alamo, seconded by Director Fernandes, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors Fernandes, Alamo, Macedo, Frantz
Noes: Directors None
Absent: Director Santos

The President declared the resolution adopted.

I, Tami Wallenburg, Executive Secretary to the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 23rd day of April, 2013.



Executive Secretary to the Board of
Directors of the Turlock Irrigation District