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## SBCAG STAFF REPORT

**SUBJECT:** Cabrillo-UPRR Bridge Project

**MEETING DATE:** March 17, 2016

**AGENDA ITEM:** 5I

**STAFF CONTACT:** Fred Luna

**RECOMMENDATION:**

Authorize the chair to sign a Memorandum of Understanding with the City of Santa Barbara at a cost not-to-exceed \$800,000 for project development work related to the Cabrillo Blvd-UPRR bridge replacement project and determine that this action is exempt from CEQA under CEQA guidelines Sections 15262 and 15378(b)(4).

**SUMMARY:**

A project to improve coastal access in the vicinity of the US 101/Cabrillo Blvd. was first identified as a local improvement related to Phase I of the US 101 HOV project (Milpas/Hot Springs). However, the project, a proposed bicycle/pedestrian tunnel, was not able to secure approvals from Union Pacific Railroad (UPRR), so the project was not implemented as part of Phase 1. The scope of the project has evolved since that time in order to satisfy UPRR and the City of Santa Barbara's Local Coastal Plan. The project scope now includes replacement of the UPRR bridge to allow for the widening of Cabrillo Blvd., including bicycle and pedestrian facilities.

The City has completed a bridge replacement feasibility study pursuant to an MOU executed in 2013 between SBCAG and the City. The most feasible bridge replacement option is estimated to cost \$24.7 million. A new MOU between the City and SBCAG would be needed for the next phase of project development: environmental and engineering studies with the City serving as lead agency.

At its March 2, 2016 meeting, the South Coast Subregional Committee recommended that the Board authorize the execution of the MOU for the next phase of work. Should the SBCAG board approve the MOU, city staff has indicated that the MOU would be scheduled for action at the March 29, 2016 meeting of the Santa Barbara City Council.

The budget for the phase of work in the MOU is limited to \$800,000. The funds being used are \$2.5 million in federal and state funding that SBCAG secured, some of which was programmed for the unsuccessful tunnel project 10 years ago. It is anticipated that this next phase of work will take between 18 months and 24 months. At the completion of this phase, the City will have a certified environmental document and will have identified any environmental impacts and mitigations, updated cost estimates, and detailed design to support the initiation of the coastal permitting process. At this time, no funding has been programmed by SBCAG for construction of the project.



## **DISCUSSION:**

During the development of the design for the US 101 Milpas\Hot Springs Operational Improvements Project (Phase 1 of the HOV Project), a feature to improve coastal access from the Coast Village Road/Hot Springs Road area north of US 101 to Los Patos Drive was identified as part of the project. The improvement called for constructing a tunnel under the UPRR tracks which proved infeasible due to concerns expressed by UPRR that the tunnel would destabilize the adjacent 100 year old bridge. Thus, the tunnel design was never accepted by UPRR. Consequently, this improvement was not built with other Phase 1 improvements when those were completed in 2012. The coastal access improvements under the UPRR bridge, however, remained a part of the Coastal Development Permit (CDP) project description that was approved by the City of Santa Barbara. Once a tunnel alternative was eliminated from consideration, SBCAG and the City of Santa Barbara began to look at options to replace the UPRR bridge over Cabrillo Blvd. A new, longer bridge over the boulevard would provide improved coastal access by allowing shoulders and sidewalks to be constructed for use by pedestrians and bicyclists.

In 2013, the City and SBCAG entered into a Memorandum of Understanding (MOU) for a City-led feasibility study of bridge replacement alternatives. The primary engineering goal of the feasibility study was to better define the scope of improvements and a cost estimate for the project. With that information the project could then be presented to policy makers for a feasibility determination. In fact, the MOU required that the City of Santa Barbara achieve the following objectives to demonstrate project feasibility:

1. Obtain written approval from UPRR on a conceptual bridge replacement alternative.
2. Present the concept to the City Planning Commission and gain approval on the concept to pursue further studies.

The City hired an engineering firm to work on the feasibility study, and bridge alternatives were developed and shared with UPRR, SBCAG and Caltrans.

In November 2015, the City of Santa Barbara sent a letter to SBCAG indicating that the City had fulfilled the requirements of the 2013 MOU (Attachment 2). SBCAG staff met with City staff in December 2015 and does concur that the requirements of the 2013 MOU have been fulfilled. The City received concept approval on a bridge replacement alternative from UPRR in September 2015. In early 2015, city staff presented the concept to its planning commission and received approval to move forward with the project. The cost estimate for the most feasible bridge alternative is \$24.7 million in (2017\$), including railroad work, right of way, utilities and project support. The City is determining whether UPRR would have a responsibility to contribute to the cost of the bridge replacement.

At the March 2, 2016 meeting of the South Coast Subregional Committee, the committee approved a recommendation to the board to authorize the chair to sign a new MOU with the City for the next phase of project development. In the MOU, SBCAG will agree to fund up to \$800,000 in environmental studies to attain environmental clearance, preliminary engineering and design services for the project. This will cover the anticipated cost of consultants work products, any UPRR review costs and City staff costs up to 5% of the total. The proposed 2016 MOU has been included as Attachment 1. The funding to be made available from SBCAG for this work comes from two sources: the federal Highway Safety Improvement Program (HSIP) and previously programmed funds from the State Transportation Improvement Program (STIP).

Execution of a new MOU is consistent with Board direction from its January 2014 meeting. At that meeting, the Board adopted a policy stating that staff and the US 101 Corridor Advisor shall, “Concurrently, simultaneously and on a parallel path [to the US 101 HOV Project Phase IV] work with the affected jurisdictions on the San Ysidro, Olive Mill and Cabrillo railroad bridge projects on design, planning and identification of needed funding.”

**COMMITTEE REVIEW:**

An outline of the attached MOU was presented on February 3, 2016 to the South Coast Subregional Committee, and the committee recommended the development of a Memorandum of Understanding. At the March 2, 2016 meeting of the Committee, the committee recommended the Board authorize the execution of the MOU.

**ATTACHMENTS:**

1. MOU between SBCAG and City of Santa Barbara
2. Letter from City of Santa Barbara to SBCAG – November 2015

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**Santa Barbara County Association of Governments**  
**and the**  
**City of Santa Barbara**

This memorandum of understanding between the Santa Barbara County Association of Governments (SBCAG) and the City of Santa Barbara (CITY) is entered into with the authorization of the Board of Directors of the SBCAG and the City Council of CITY and herein referred to collectively as PARTIES.

WHEREAS, SBCAG and CITY desire to make cost effective improvements along Cabrillo Boulevard under U.S. 101 and the Union Pacific Railroad (UPRR) bridge to safely connect bicycle and pedestrian paths at Los Patos Way and Coast Village Road\Old Coast Highway (PROJECT); and

WHEREAS, an engineering study by SBCAG in cooperation with CITY and the California Department of Transportation (CALTRANS), and in conjunction with the U.S. 101 Milpas\Cabrillo-Hot Springs project was unsuccessful in securing the approval of UPRR for a bike\pedestrian tunnel PROJECT under their tracks; and

WHEREAS, subsequent efforts by SBCAG and CITY to design an interim PROJECT of raised sidewalk improvements on the shoulder of Cabrillo Boulevard raised safety and cost\benefit concerns and did not garner support at SBCAG's South Coast Subregional Committee; and

WHEREAS, SBCAG and CITY have concluded that the best long term PROJECT is a replacement of the UPRR bridge over Cabrillo Boulevard to provide improved roadway and shoulder width for vehicles and to accommodate bicycle and pedestrian facilities; and

WHEREAS, in 2013, SBCAG and CITY entered into a Memorandum of Understanding ("2013 MOU") for CITY to lead a CITY-funded feasibility study to develop a PROJECT that would receive concept approval from UPRR and also be supported by CITY Planning Commission; and

WHEREAS, in March 2015, CITY presented the proposed PROJECT to its Planning Commission and received concept approval of PROJECT.

WHEREAS, in September 2015, CITY received a letter from UPRR indicating concept approval for PROJECT.

WHEREAS, in November 2015, CITY sent a letter to SBCAG indicating that the requirements of 2013 MOU had been fulfilled and requesting that a new MOU ("2016 MOU") be developed for subsequent phases of work on the PROJECT.

WHEREAS, CITY and SBCAG believe that CITY is best equipped to provide project management for the next phase of work, including engineering to refine a cost estimate and preparation of technical studies for environmental approvals and permitting; and

WHEREAS, CITY and SBCAG, desire to define roles and responsibilities for completion of the next phase of work on the PROJECT and coordinate work with other US 101 efforts that are on-going.

NOW THEREFORE, the PARTIES do mutually agree as follows:

### **1. Project Purpose, Limits and Description of Improvements**

The purpose of the PROJECT is to improve coastal access for pedestrians and bicycles between Coast Village Road and Los Patos Way.

The PROJECT limits extend from intersection of Cabrillo Boulevard and the US 101 southbound lanes and ramps, up to and including Los Patos Way/Cabrillo Blvd. intersection.

The PROJECT improvements include the following:

- Replacement of the railroad structure over Cabrillo Blvd and other related improvements such as railroad track work, utility relocations/protections, and retaining walls;
- Roadway improvements on or along Cabrillo Blvd such as pavement, drainage, sidewalks, bike lanes, and curb and gutter;
- Improvements at the intersection of Los Patos Way and Cabrillo Blvd for the purpose of accommodating pedestrian and bicycle safe access to beachway

### **2. Term**

The term of this MOU is April 1, 2016 to December 31, 2018.

### **3. Roles and Responsibilities**

- a. CITY will be the CEQA lead agency for the PROJECT.
- b. The parties agree that they will mutually cooperate to determine the appropriate NEPA lead agency for the PROJECT.
- c. The lead agency for future phases will be the subject of subsequent agreements.
- d. CITY may retain the services of a consultant or consultants to assist with the fulfillment of its roles and responsibilities outlined in this MOU.
- e. CITY will conduct a qualifications-based selection process consistent with the federal-aid requirements in the Caltrans Local Assistance Procedures Manual.
- f. CITY will include and/or seek the input of SBCAG and CALTRANS in the consultant selection process. CITY will make the final determination on which consultant is selected.
- g. CITY may elect to ask prospective consultants to provide qualifications for elements of work not specifically covered under this MOU but that would be instrumental in selecting the most-qualified consultant to complete the entire design phase and related work.
- h. CITY acknowledges that the consultant contract will only contain the work necessary for completion of the environmental document, including any required technical/engineering studies and reports, and detailed design up to 35% consistent with the scope of this MOU.
- i. CITY may amend the contract of the consultant chosen for this phase of work covered under this MOU to expand the scope of services to allow for completion of final design

(100%) and other related preconstruction design work to ready the PROJECT for construction. Prior to this occurring, CITY shall confer with SBCAG as to whether the requirements pursuant to this MOU have been completed. An amendment to this MOU or new MOU will be required prior to the commencement of the next phase of work however, additional consultant solicitation shall not be required provided CITY and SBCAG are satisfied with consultants' performance

- j. CITY will be responsible for managing consultant work, and shall be responsible for all work products and deliverables generated during this phase of the PROJECT.
- k. CITY will develop in conjunction with its consultant team, an overall PROJECT delivery schedule which will be updated regularly as to progress during this phase of the PROJECT.
- l. CITY will form a PROJECT team for convening regular meetings that will include representatives from SBCAG, CALTRANS, consultants, and other parties deemed appropriate by CITY.
- m. SBCAG and CITY will work cooperatively to make presentations and provide updates as needed to CITY's Planning Commission and SBCAG's South Coast Subregional Planning Committee.

#### **4. Scope of Services**

At the completion of this phase of the PROJECT, CITY shall have a completed and certified environmental document (CEQA/NEPA) and detailed design up to approximately 35%. Also, CITY shall have prepared an updated cost estimate for the PROJECT including costs for construction, right of way, utilities, mitigations and project support. CITY shall include the necessary project management support activities for consultant to assist and/or participate in PDT meetings and presentations to policy makers as necessary.

#### **5. Funding and Invoicing**

- a. CITY will appropriate CITY funds to initially pay for ongoing expenses related to the PROJECT.
- b. SBCAG will reimburse the CITY up to \$800,000 for completion of this phase of the PROJECT.
- c. SBCAG will use funds from either the Highway Safety Improvement Program (HSIP) or the State Transportation Improvement Program (STIP) as the two identified funding sources for this PROJECT.
- d. SBCAG will administer the federal funding through CALTRANS Local Assistance and provide reports on the federal expenditures.
- e. SBCAG will determine the eligibility of expenditures to submit for reimbursement pursuant to the original project description application for the federal funding sources HSIP and STIP.
- f. CITY shall submit quarterly invoices for reimbursement to SBCAG. CITY shall include brief progress report of activities completed for that quarterly period. CITY may include all consultant costs as well as their own staff time for administering the PROJECT work.

CITY staff time shall be limited to no more than 5% of the overall costs for this phase of the PROJECT.

- g. SBCAG will reimburse CITY within 30 days of receipt of invoice from CITY. SBCAG shall reimburse CITY prior to seeking reimbursement from CALTRANS.
- h. SBCAG will submit invoices to CALTRANS. Invoices for which SBCAG is seeking reimbursement from the HSIP funds, SBCAG shall provide the requisite 10% local match.

**6. Other Parties of Interest**

- a. CALTRANS shall participate in the development of this PROJECT as a member of the PROJECT team, by providing oversight of work to be completed within the CALTRANS operating right of way.
- b. UPRR shall be kept informed by CITY of progress made on PROJECT. CITY shall enter into a separate agreement with UPRR to have them provide oversight of work to be completed within the UPRR right of way or involving their facilities. Any costs associated with this agreement shall be reimbursed as described in Section 5, above.

**7. Points of Contact**

CITY and SBCAG shall establish a primary point of contact for administering the work to be completed under this 2016 MOU for the PROJECT. Those representatives are shown below:

Agency	Contact Individual and Information
CITY	Brian D'Amour City of Santa Barbara City Engineer 630 Garden Street Santa Barbara, CA 93101 <a href="mailto:bdamour@santabarbaraca.gov">bdamour@santabarbaraca.gov</a>
SBCAG	Fred Luna SBCAG Principal Transportation Engineer 260 North San Antonio Road, Suite B Santa Barbara, CA 93110 <a href="mailto:fluna@sbcag.org">fluna@sbcag.org</a>

**8. Indemnification and Non-Partnership**

CITY and SBCAG agree to the provisions outlined in Exhibit A.

**9. Amendments**

CITY and SBCAG agree that 2016 MOU may be amended in writing by joint approval of the SBCAG Board of Directors and the Santa Barbara City Council.

Made and entered into on this day, March \_\_\_\_, 2016.

CITY OF SANTA BARBARA  
a Municipal Corporation

SANTA BARBARA COUNTY ASSOCIATION  
OF GOVERNMENTS

\_\_\_\_\_  
Mr. Paul Casey  
City Administrator

\_\_\_\_\_  
Ms. Janet Wolf  
Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Matt Fore, Acting City Clerk  
Services Manager

\_\_\_\_\_  
Jim Kemp, Executive Officer  
Clerk of the Board

APPROVED AS TO FORM:  
Ariel Pierre Calonne  
Santa Barbara City Attorney

APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

\_\_\_\_\_

\_\_\_\_\_  
William M. Dillon, Senior Deputy County Counsel

**MUTUAL INDEMNIFICATION**

CITY shall defend, indemnify and save harmless the SBCAG, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CITY or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the SBCAG.

CITY shall notify the SBCAG immediately in the event of any accident or injury arising out of or in connection with this MOU.

SBCAG shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SBCAG or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the CITY.

SBCAG shall notify the CITY immediately in the event of any accident or injury arising out of or in connection with this MOU.

**NON-PARTNERSHIP**

This MOU is not intended by the PARTIES to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the PARTIES shall be only those expressly set forth here.



# City of Santa Barbara

## Public Works Department

[www.SantaBarbaraCA.gov](http://www.SantaBarbaraCA.gov)

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Fax: 805.897.2577

Street Maintenance  
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Transportation  
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Water Resources  
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Fax: 805.897.1991

November 17, 2015

Jim Kemp, Executive Director  
Santa Barbara County Association of Governments  
260 N. San Antonio Road  
Santa Barbara, CA 93110

**SUBJECT: COMPLETION OF PRELIMINARY ENGINEERING REVIEW, UNION PACIFIC RAILROAD ACCEPTANCE, AND PLANNING COMMISSION CONCEPT REVIEW OF UNION PACIFIC RAILROAD BRIDGE EXPANSION OVER CABRILLO BOULEVARD**

Dear Mr. Kemp:

In April of 2013, the City of Santa Barbara (City) and the Santa Barbara County Association of Governments (SBCAG) agreed on a Memorandum of Understanding (MOU) for the purpose of determining the feasibility of replacing the Union Pacific Railroad Bridge over Cabrillo Boulevard, adjacent to the Cabrillo Interchange with Highway 101. The City and SBCAG have completed the steps in the MOU. The City is prepared to enter into a revised or new MOU for the environmental and design phase of the project, using the monies that SBCAG recently programmed for this effort.

The key elements of the MOU to achieve project feasibility are:

- Preliminary engineering review and cost of a replacement bridge;
- Acceptance in writing from Union Pacific Railroad (UPRR) for the replacement of the bridge;
- Concept review by the City Planning Commission and its acceptance of the bridge replacement as a fulfillment of the previous Coastal Development Permit of the Highway 101 Operational Improvement Project (now complete);

HDR Engineering was hired by the City to do the preliminary engineering and cost estimate. The total construction cost projected to 2017 dollars is estimated at \$24,650,000. Approximately \$4,000,000 of this amount is allocated to the relocation of fiber optic lines on the bridge, the cost of which may be passed onto the utilities that own them. We are also investigating the applicability of a Public Utilities Commission policy that requires Union Pacific to participate in 20 percent of the replacement/expansion costs of the bridge.

The City received written approval from UPRR for the bridge replacement in September 2015 (see attached letter from UPRR). The approval specifies track layout, clearances, and

Completion of Preliminary Engineering, Union Pacific Railroad Acceptance, and Planning Commission Concept Review of Union Pacific Railroad Bridge Expansion Over Cabrillo Boulevard

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the requirement that the Los Patos Way off-ramp be closed, which is also intended as the current Highway 101 High Occupancy Vehicles (HOV) alternative for the reconstruction of the Cabrillo Interchange. UPRR staff has also indicated that it will permit the use of the Los Patos Way off-ramp as the Cabrillo Interchange construction detour ramp, provided that adequate vertical clearance is created under its bridge prior to detour routing.

The Planning Commission was presented with the preliminary engineering work and potential environmental and coastal resource impacts in March 2015. Public Works Department staff asked Community Development Department staff to determine if the Planning Commission's hearing in March 2015 constituted a concept review for the UPRR Bridge Replacement Project, as listed in the MOU. The Community Development Department staff's response is included in the attached memorandum.

At the hearing, the Planning Commission and the public provided conceptual comments on the bridge, including bridge design, improved pedestrian/bicycle coastal access, and construction impacts on circulation. Although UPRR had not given final written approval of the design, the preliminary design reviewed by the Planning Commission was substantially similar to the approved Design B. An additional conceptual review by the Planning Commission would only cover the same issues. Design work and environmental analysis is required to develop the necessary information for further discretionary review. Community Development Department staff recommending the next appropriate review of the UPRR Bridge replacement to be a joint meeting of the Planning Commission and the Historic Landmarks Commission when additional information is available, prior to the Coastal Development Permit application submittal.

One misconception is that the City Planning Commission "conditioned" the Highway 101 Operational Improvements Project with pedestrian/bicycle improvements in the form of a tunnel under the UPRR tracks. However, this is not the case. The desire to improve pedestrian and bicycle access originated with the SBCAG Board and its adoption of the Highway 101 Operational Improvements Project Purpose and Need Statement in January 2000:

**Project Need** – The funds programmed by the SBCAG Board for the Highway 101 operational improvements were intended to address several transportation problems and deficiencies on the Route 101 mainline and access ramps, local interchanges, and parallel arterials. These problems/deficiencies include:

- Poor access for all travel modes between the waterfront area and the Lower Eastside and Coast Village neighborhoods.

**Project Purpose** – "The purpose of the project is to reduce congestion related to merging and improve safety and operations of Route 101 and parallel arterials between Milpas Street and Hot Springs/Cabrillo for current and future traffic volumes, in a manner consistent with the Department guidelines and standards, Local Coastal Plan policies, Highway 101 Coastal Parkway Design Guidelines and minimizing environmental effects. This purpose will be met through the following project objectives:

- Improve access for bicycles and pedestrians between the waterfront area and Lower Eastside and Coast Village areas.

Completion of Preliminary Engineering, Union Pacific Railroad Acceptance, and Planning Commission Concept Review of Union Pacific Railroad Bridge Expansion Over Cabrillo Boulevard

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We mention this because the MOU directs that the Planning Commission evaluate the bridge replacement's "applicability to fulfill the related Coastal Development Permit condition placed on the Milpas to Hot Springs project." While no such Coastal Development Permit condition exists, at the hearing in March 2015, Planning Commission Chair Addison Thompson did state that the bridge replacement would fulfill the previous project's intent to address the circulation deficiencies on Cabrillo Boulevard caused by the existing UPRR Bridge.

In conclusion, the actions required by the City/SBCAG MOU have been completed. The City is prepared to enter into an amended or new MOU with SBCAG to use the funding currently programmed by SBCAG for the environmental review and design of the UPRR Bridge replacement with the goal of having a Coastal Development Permit approved simultaneously with, or incorporated as a part of, the Highway 101 HOV Project. As previously discussed, the City is able and willing to take the lead with the consultant selection process, all the way through completion of the Preliminary Engineering (Design) phase of the work, provided funds already programmed for this project are made available. We look forward to working with you to this end.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca J. Bjork". The signature is written in a cursive, flowing style.

Rebecca J. Bjork  
Public Works Director

RJB/hr