

May 24, 1985  
5-SLO-1-12.4  
05201-326201  
OCEANO DRAINAGE  
CORRECTION

TO: File

FROM: R. D. McNew

SUBJECT: Retention Basin on Railroad Property

On May 31, 1985, the following people met in Oceano at 1371 Railroad Ave. to discuss the effects of the changes made to the existing drainage system below the intersection of Highway 1 at 13th street: Dennis Donovan, POVE, John Goni, Water Quality Control Board, Pete Hom, Jim Carpenter, Gary Simms and Bob McNew, Caltrans.

The purpose of this meeting was to determine how to correct the drainage of Highway 1 at 13th Street. The Oceano Community Services District has offered to share the cost of this improvement. We began the meeting by examining the present drainage conditions and discussing the conditions of the drainage prior to the expansion of the vegetable processing facility. We then discussed alternatives to lower the outlet of the drainage facility. Alternative 1: jack a pipe under the tracks into the pond, move the drain for the vegetable cooler to the overflow basin and grade a swale across the parking lot from the pond to the low point of the county road. Alternative 2: jack a pipe under the tracks in line with the low point in the county road, extend the pipe to the edge of Railroad property and construct an inverted siphon. It was decided that alternative 2 was the best solution and Dennis requested that we provide him with two copies of our proposal to justify a request for funds. The Railroad and/or POVE would pay for the pipe and inverted-siphon under the POVE parking lot.

Both Dennis and John agreed that the wastewater from the vegetable washer should be separate from the Highway drainage.

After we concluded the meeting Pete suggested we persue getting the Railroad to pay for all the work done within the railroad property.

RDM;rdm

CC

file  
PH  
GLS  
RRP ✓

CT 00082

C 0084

11-3-87

320-1-12.4

05201-346861

To: Dyer Campbell

ATTENTION: W W EVANS

FROM: P. HOM

SUBJECT: AMEND COOPERATIVE AGREEMENT No. OSA 239

PLEASE WRITE AN AMENDMENT TO  
COOPERATIVE AGREEMENT No. OSA 239 WITH  
OCEANO COMMUNITY SERVICE DISTRICT.

THE FOLLOWING SHOULD BE AMENDED:

1. SECTION I P 6 - TO ACCEPT DISTRICT'S CONTRIBUTION OF \$5000.00 AS DISTRICT'S TOTAL SHARE OF THE COST OF WORK PURSUANT TO THIS AGREEMENT, THE COST OF A DRAINAGE AND FLOOD PLAIN STUDY PAID FOR BY THE DISTRICT WILL BE CONSIDERED AS PARTIAL PAYMENT. IN CASE, THE SAID STUDY COST OVER \$5000.00, IT WILL BE CONSIDERED AS FULL PAYMENT UPON DELIVERY OF THE STUDY.

2. SECTION II #1. ADD - THE DISTRICT WILL BEAR THE COST OF A DRAINAGE AND FLOOD PLAIN STUDY PRIOR TO THE DESIGN OF THE DRAINAGE PROJECT. THE COST OF THE STUDY WILL BE DEDUCTED FROM THE \$5000.00 TO THE STATE. IF THE COST OF THE STUDY EXCEED \$5000.00, IT WILL BE CONSIDERED AS PAYMENT IN FULL WHEN THE STUDY IS DELIVERED TO THE STATE

3. SECTION III

ADD TP. AFTER REVIEW THE DRAINAGE AND FLOOD PLAIN STUDY REPORT THAT THE PROPOSED DRAINAGE PROJECT IS NOT FEASIBLE, THIS AGREEMENT WILL BE TERMINATED WITH NO ADDITIONAL COST TO THE STATE OR DISTRICT.

4. SECTION III TP 8 REVISE THE TERMINATION DATE TO DECEMBER 30, 1989.

5-SLO-001-12.4

5-202 - 910052

Front St. (SH001) & 13th St.

District Agrmt. No. 05A239

5379  
THIS AGREEMENT, ENTERED INTO ON March 13 1985 is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

OCEANO COMMUNITY SERVICES DISTRICT  
a municipal corporation of the  
State of California, referred  
to herein as DISTRICT

5379

## RECITALS

1. There exists an unsatisfactory drainage condition on State Highway Route 1 at Mile Post 12.4, which has resulted in frequent and periodic flooding of the aforesaid State Highway, and other public roads and private property.

2. STATE contemplates the correction of the aforesaid unsatisfactory drainage condition, during the 1985-1986 fiscal year.

3. DISTRICT contemplates the construction of a new fire station at this time, and has expressed a desire to participate in STATE's contemplated drainage improvement, to provide for additional drainage that will result from the construction of the new fire station.

4. It is recognized that in order to achieve the full benefits of the contemplated drainage improvement in enhancing the safety, welfare, convenience and enjoyment of the public using the State Highway, it will be to the STATE's and DISTRICT's mutual benefit, and desire to specify herein the responsibility of both parties to this agreement.

## SECTION I

### STATE AGREES

1. To include in STATE's contemplated construction contract facilities to correct the existing unsatisfactory drainage condition and to provide for the additional drainage

that will result from the DISTRICT's construction of the new fire station, said work to be accomplished in accordance with plans and specifications prepared by STATE.

2. To provide required environmental clearance.
3. To acquire all necessary rights of way as may be necessary for said construction of the aforesaid drainage improvement.
4. To make all necessary arrangements with the owners of public or private utilities for the removal and/or relocation of all utilities which could conflict with the aforesaid construction, in accordance with applicable law, the provisions of any franchise, Master Contracts or other agreements in effect with the respective utility owners and to prepare the necessary notices to relocate, and/or utilities agreements and to inspect the required relocation work.
5. To maintain the aforesaid drainage facility in its entirety, within State Highway Right of Way, unless otherwise provided for.
6. To accept DISTRICT's contribution of \$5,000.00 as DISTRICT's total share of the cost of work pursuant to this agreement.
7. That if the work to be performed by STATE and for which DISTRICT has advanced a deposit for its share, is to be delayed indefinitely or postponed beyond 6 months from the date of deposit, STATE shall promptly return, at the discretion of and upon demand of DISTRICT such funds as are advanced, provided however, that compensation has been made for all costs incurred by either party on behalf of the other up to such time as the DISTRICT'S demand for such funds.

## SECTION II

### DISTRICT AGREES

1. To deposit with STATE, prior to award of a Construction Contract for the aforesaid drainage improvement, within 30 days of receiving a billing, the amount of \$5,000.00, which figure represents DISTRICT's total share of the cost of work pursuant to this agreement.

2. That at the time the DISTRICT constructs the new fire station, any work within State Highway Right of Way will require DISTRICT to apply for necessary encroachment permit, in accordance with STATE's standard permit procedure.

## SECTION III

### IT IS MUTUALLY AGREED AS FOLLOWS:

1. That all obligations of STATE under the terms of this agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

2. That State shall not award a contract for the work until after receipt of DISTRICT's deposit required in Section II(1).

3. That neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement.

It is also agreed that, pursuant to Government Code Section 895.4 DISTRICT shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.3) occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement.

4. That neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this agreement.

5. That should any portion of the PROJECT be financed with Federal funds or STATE gas tax funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

6. Upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed within STATE's right right of way will automatically be vested in the STATE, and all materials, equipment and appurtenances installed outside of STATE's right of way will be vested in the DISTRICT and no further agreement will be necessary to transfer ownership as hereinabove stated.

7. That execution of this agreement by DISTRICT grants to STATE the right to enter upon DISTRICT owned lands, as necessary, to construct the PROJECT referred to herein.

8. That this agreement shall terminate upon completion and acceptance of PROJECT by STATE and DISTRICT or on December 30, 1987, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated in writing by mutual agreement.

STATE OF CALIFORNIA  
Department of Transportation

OCEANO COMMUNITY SERVICES DISTRICT

LEO J. TROMBATORE  
Director of Transportation

By *George F. Allen*  
Chairman, Board of Directors

By *[Signature]*  
District Director

Attest: *Sara A. Davis*  
Deputy Secretary

APPROVED AS TO FORM AND PROCEDURE

*[Signature]*  
ATTORNEY  
DEPARTMENT OF TRANSPORTATION

MINUTE ORDER

At its regular meeting on March 13, 1985, the Board of Directors of the Oceano Community Services District directed President Allen to sign amended cooperative agreement #05A239, between the State and Oceano Community Services District, covering the contribution by the District to State for the correction of an unsatisfactory drainage condition at Mile Post 12.4 on State Highway 1.

Dated: 3-14-85

ATTEST:

  
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Gina A. Davis  
Deputy Secretary to the Board

CT 00096

**Memorandum**

To : District Accounting  
District Maintenance (4)  
District Const. (2)  
District Project Control  
District R/W (2)  
District Design (2)  
District Contract Officer  
District Hydraulics Engineer

From : DEPARTMENT OF TRANSPORTATION  
District Local Assistance

Date: April 4, 1985

File : 5-SLO-1-12.4 :  
Agreement No. 05A239

Subject: AGREEMENT NO. 05A239

Attached for your files and reference is a copy of the Cooperative Agreement between the State and Oceano Community Services District covering the contribution by the Oceano Community Services District for correction of a drainage problem along State Highway 1 at post mile 12.4, at the time the State contemplates the improvement.

CEM:bg

Attachment :

5-SLO-001-12.4

5-202 - 910052

Front St. (SH001) & 13th St.

District Agrmt. No. 05A239

THIS AGREEMENT, ENTERED INTO ON March 13 1985 is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

OCEANO COMMUNITY SERVICES DISTRICT  
a municipal corporation of the  
State of California, referred  
to herein as DISTRICT

CT 00098

C 0100

## I INTRODUCTION

This project report discusses the proposed drainage correction on Route 1 at 13th Street in the Community of Oceano, County of San Luis Obispo. The project is approximately 2.2 miles south of the City of Pismo Beach.

## II PROJECT CATEGORY AND ENVIRONMENTAL DETERMINATION

This project will be in Category 5, minor construction to improve drainage. The project has been determined to be categorically exempt, Class 1C, Section 1510.1 of Caltrans Environmental Regulations.

## III BACKGROUND

This project was initiated by the Oceano Community Services District. An Expenditure Authorization for the Project Report was requested and approved September 28, 1984.

During rainstorms water ponds on the shoulder and the east half of the northbound lane at this location. The ponding forces northbound traffic to cross into the southbound lane to avoid the pond.

A minor study of the problem was undertaken in 1974 but corrective action was not initiated at that time.

## IV EXISTING FACILITIES

### A. Roadway Features

Existing Route 1 through the project area is a two lane north-south highway, which serves as the main street for the Community of Oceano. Route 1 is a Primary Federal Aid Route. It is a scenic conventional highway with no access control. The roadway is an asphalt concrete, 40 foot, all paved section with curb and gutters. Paso Robles Street and 13th Street intersect on the easterly side of Route 1 at the project location.

### B. Traffic Data

The 1983 Average Daily Traffic on this section of Route 1 was 5800 with a peak month of 7600. The peak hour is approximately 12% of the ADT.

### C. Accident Data

In the 42 month period from January 1, 1981 to June 30, 1984 there have been four accidents at this location, two during wet weather. Eight people have been injured, two of these (one each) in the two wet weather accidents.

The actual accident rate at this location is 0.54 per MV compared to the expected rate of 0.34 per MV.

### V DEFICIENCIES AND JUSTIFICATION

The primary deficiency at this location is the sag on the easterly side of the northbound lane, creating ponding during wet weather.

This proposed drainage correction will eliminate the existing problem from both an operational and safety viewpoint.

The Oceano Community Service District is in the design stage of constructing a new fire station at this intersection. They have agreed to make a \$5000 contribution to improve the drainage in front of the fire station.

### VI PROPOSAL DESCRIPTION

It is proposed to construct a DI on the easterly side of the northbound lane with a 24" x 18" steel pipe arch running westerly under the existing roadway. Slurry cement backfill will be used for the steel pipe arch due to lack of cover.

A drainage ditch will be graded westerly from the new 24" x 18" steel pipe arch to the Southern Pacific Railroad. A 36" CMP will be jacked under the Southern Pacific Railroad draining into a pond on the westerly side of the tracks.

### VII RIGHT OF WAY

A drainage easement from the Southern Pacific Railroad will be required for the drainage ditch and 36" CMP.

### VIII PROPOSAL FUNDING

The Oceano Community Services District Board of Directors at it's meeting of August 29, 1984, allocated \$5,000.00 to participate in this project. The Signed Minute Order is Attachment #2.

The State portion is to be funded from the HA4 (Protective Betterment) program. The project's estimated cost is:

R/W (State)	=	0
Construction (State)	=	\$36,000.00
Total State Cost	=	\$36,000.00
Services District	=	\$ 5,000.00
Total Project	=	\$41,000.00

An agreement between the Department of Transportation and the Oceano Community Service District in connection with this project has been sent to the Office of Project Planning and Design for review and approval.

#### IX OTHER CONSIDERATIONS

During heavy rains neighboring retail stores must sandbag their doorways to prevent gutter over-flow from entering the buildings.

#### X PROJECT REVIEW

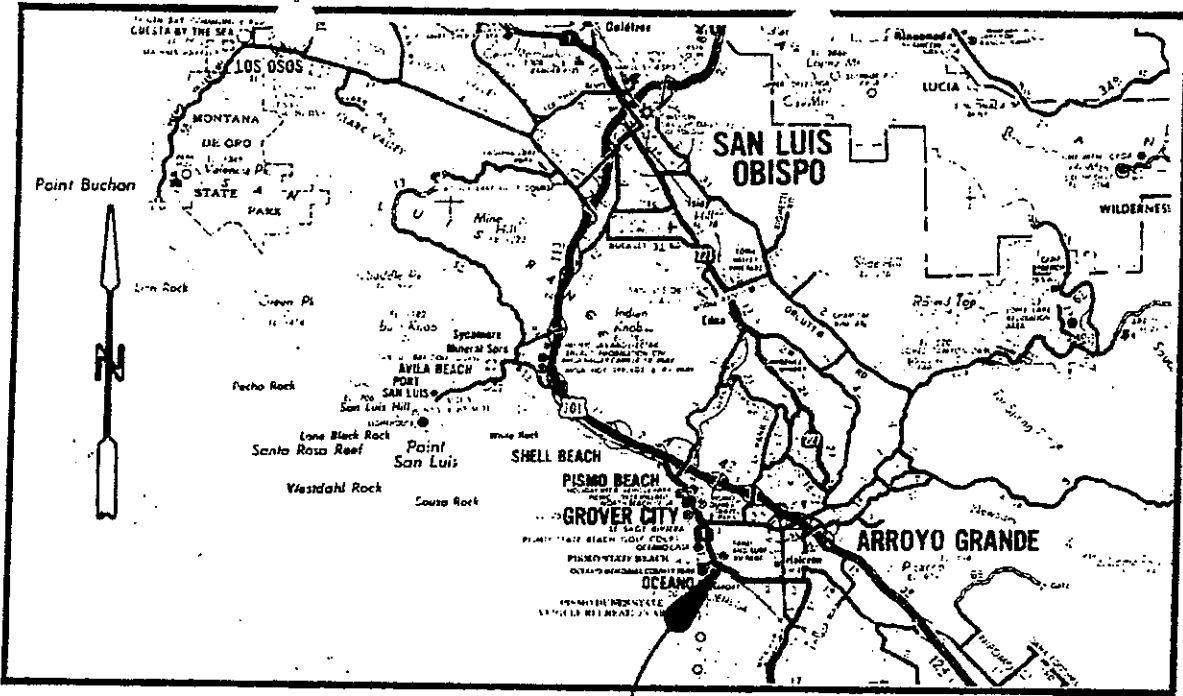
This project has not been reviewed.

#### XI PROJECT PERSONNEL

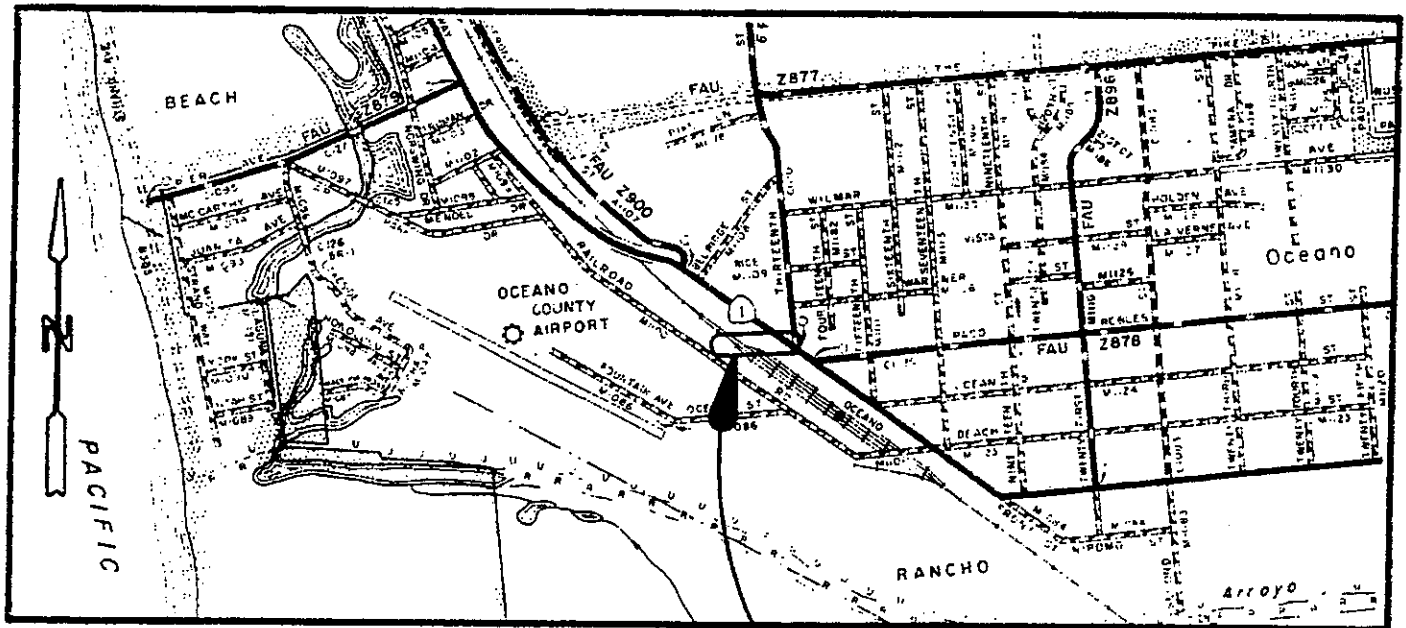
Project Development Leader	V. L. Newlander
Project Development Branch Supervisor	J. A. Hanto
Project Development Engineer	V. L. Newlander
Environmental Branch Representative	G. L. Ruggione
Environmental Branch Supervisor	G. K. Laumer
Right of Way Representative	R. N. Wright

#### XII RECOMMENDATION

It is recommended that this project be approved as outlined in Section VI and Section VIII.



PROJECT LOCATION



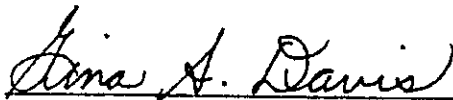
PROJECT LOCATION

MINUTE ORDER

At its meeting on August 29, 1984, the Oceano Community Services District Board of Directors approved the allocation of \$5,000.00 to participate in the Cal Trans construction project for storm drainage to relieve the ponding problem at the intersection of Front and 13th Streets, and directed the General Manager to make the necessary bonding arrangements with Cal Trans.

Dated: 09-14-84

ATTEST:



Gina A. Davis  
Deputy Secretary to the Board

