



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Public Works
Department No.: 054
For Agenda Of: April 20, 2021
Placement: Administrative
Estimated Time
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director: Scott D. McGolpin, Public Works Director, 568-3010
Contact Info: Chris Sneddon, Deputy Director- Transportation, 568-3064 **CS**
SUBJECT: License Agreement for 980 Cold Springs Road, First Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: NA

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the attached License Agreement with John J. Mitchell III, also known as John J. Michelle Jr. and Susan Davis Mitchell ("License Agreement"); and
- b) Determine that the proposed action does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378(b)(4) because it is the creation of governmental funding mechanism or other government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Summary Text:

This item is on the agenda to approve the License Agreement between John J. Michelle III, also known as John J. Mitchell Jr. and Susan Davis Mitchell, hereinafter collectively referred to as "Owners" and the County of Santa Barbara, hereinafter referred to as "County".

The Owners of 980 Cold Spring Road (APN 013-060-039 and 013-220-003) and the County, owners of a 40-foot wide easement adjacent to the subject property (20 feet from each side of the centerline) have mutually agreed to enter into the License Agreement to layout perpetual responsibilities associated with a wall that was originally constructed around the 1922 time period ("Mitchell Wall") and adjacent landscaping between the existing paved roadway and the Mitchell Wall. All areas of the License Agreement fall within County owned right of way. License Agreement (Attachment 1) responsibilities include but are not limited to:

County Responsibilities:

- Grant license to Owners in perpetuity allowing the Mitchell Wall to continue to encroach into County right of way, where the original Mitchell Wall was constructed;
- Allow Owner to perform landscaping within specified areas, consistent with the conditions of the License Agreement; and
- Maintain, repair, replace and, in a manner consistent with the remainder of the County easement, upgrade at its own expense, the public improvements in the License Area as described in the License Agreement.

Owners Responsibilities:

- Repair, replace and maintain Mitchell Wall and landscaping specified in the License Area;
- Allow County to review plans and inspect construction as needed to assure that the Mitchell Wall meets the conditions of the License Agreement;
- Owners shall not abandon, vacate or surrender any of their rights, responsibilities or obligations; and
- Owner shall obtain all necessary permits to perform work and meet all required safety and legal requirements.

The License Agreement constitutes covenants that run with the 980 Cold Springs property and are binding on Owners and County and their respective successors in interest.

Background:

Around 1922, the Mitchell's predecessors built the Mitchell Wall. This unreinforced wall runs along the length of their property, adjacent to the roadway at 980 Cold Springs Road. Portions of the Mitchell Wall encroached into the County's road right-of-way. This construction occurred prior to the County establishing the Road Encroachment Permit process, which now reviews, and if approved, conditions similar improvements. Since construction of the Mitchell Wall, the County has paved Cold Springs Road and minor fill has been added to the shoulder.

In 2015, the Mitchell Wall began to show damage and now has collapsed in places. On July 20, 2015, the Mitchells submitted a Government Tort Claim to the County alleging the County caused the damage to the Mitchell Wall through road construction activities. The County disagreed contending that the approximately 100-year wall has survived well past its design life, even exceeding current day reinforced concrete retaining wall design life, which is generally 50-75 years.

The License Agreement is mutually beneficial to the Owners and the County. The License guarantees the Owners access and ability to repair the Mitchell Wall in its current location. This License also benefits the County as repairs, reconstruction, and maintaining any portion of the Mitchell Wall (unless County damages intentionally or otherwise) is not the responsibility of the County. By requiring the Mitchells to maintain the wall, including the footing of the Mitchell Wall, the License also preserves the current widths of the shoulder adjacent to 980 Cold Springs Road.

Fiscal and Facilities Impacts:

Budgeted: *N/A*

Special Instructions:

Please return executed License Agreement with a certified stamped Minute Order to Public Works, Transportation Division, Attn: Gail Ocheltree, 805.568.3094

Attachments:

Attachment A: Proposed License Agreement

Authored by:

Walter Rubalcava, Public Works Transportation Division, 805.803.8775