



## CITY OF CALISTOGA

### STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** Zach Tusinger, Senior Planner/Assistant to the City Manager  
**DATE:** March 5, 2019  
**SUBJECT:** Discussion Regarding Possible Relinquishment to City of Non-Motorized Caltrans Highway 29 Right-of-Way (Lincoln Avenue Sidewalks)

**SIGNATURE:**

**DYLAN FEIK, City Manager**

**DESCRIPTION:** Discussion Regarding Possible Relinquishment to City of Non-Motorized Caltrans Highway 29 Right-of-Way (Lincoln Avenue Sidewalks).

**RECOMMENDATION:** Discuss and provide direction.

**SUMMARY:** Highway 29 (Lincoln Avenue) serves as the primary commercial artery through the heart of Calistoga. Numerous shops, restaurants, and other businesses are prominently located along it. As a state highway, the State of California (Caltrans) owns that right-of-way. The Caltrans right-of-way does not stop at the curb, however. While there is some variation, the Caltrans right-of-way generally includes all of the sidewalk right up to the building line. Caltrans ownership of this heavily used public asset occasionally complicates activities and permitting downtown. While downtown merchants may wish to conduct commercial activities on the sidewalk, including outdoor dining, periodic merchandise displays, and limited advertising, state law limits this activity to some extent, and at minimum complicates permitting in some circumstances.

The City currently has an agreement with Caltrans to administer and issue what are considered routine encroachment permits (things like signs, banners, etc.). That agreement is included here as Attachment 1. Despite that agreement, Caltrans has from

time to time required separate agreements for certain projects (such as the pending downtown wayfinding signs).

In 2009 the City of Calistoga, along with staff from St. Helena, began exploring possible options for the Highway 29 right-of-way. The preferred option that was discussed is what is referred to as 'Relinquishment' (see California Streets and Highways Code, Section 73). Generally, the relinquishment process would lead to the City accepting ownership of the sidewalks. This would be accomplished by entering into a cooperative agreement with Caltrans that would ultimately result in a Resolution of Relinquishment by the California Transportation Commission.

The possibility of pursuing relinquishment was discussed in 2009 with the Calistoga City Council. While the Council provided general direction to explore relinquishment in partnership with the Chamber of Commerce, the actual relinquishment process was never commenced.

Saint Helena entered into a Cooperative Agreement with Caltrans in mid-2010 for the sidewalks along Highway 29 in their downtown. That Resolution of Relinquishment was approved by the California Transportation Commission in 2011 and the City of Saint Helena has owned the sidewalks ever since. Staff contacted Saint Helena and they have reported that ownership of the right-of-way has been largely positive, although they have incurred financial liabilities associated with the repair and reconstruction of their sidewalks. Saint Helena has procured a \$1.2 million grant from the Napa Valley Transportation Authority (NVTA) to reconstruct sidewalks along their Main Street. An additional \$300,000 will be required as a city match for the project.

Recently, during an unrelated conversation with Caltrans officials, Calistoga city staff briefly raised the issue of sidewalks downtown. Caltrans reiterated its willingness to explore relinquishment with the City. Attachment 2 shows the approximate extent of the Caltrans ownership of sidewalks along Lincoln Avenue in the core of the downtown between Fair Way and the Napa River. A survey would be required to determine the exact limits of ownership. Should relinquishment be pursued by Calistoga, the exact scope (i.e. what stretch of the Lincoln Avenue sidewalks to be relinquished) will need to be determined.

**PURPOSE:** Discussion regarding options for the future disposition and use of existing Caltrans right-of-way over sidewalks along Lincoln Avenue.

**ANALYSIS:**

There are benefits and concerns associated with the City taking ownership of the sidewalks along Lincoln Avenue.

**Potential benefits of city-ownership include:**

1. Streamlined permitting for events, improvements, and other things that currently require coordination and permits from Caltrans. As Caltrans would still own and

be responsible for Highway 29 itself, the need for coordination with Caltrans and obtaining permits through them would not entirely be eliminated.

2. Increased flexibility in terms of the range and types of uses that could be allowed on sidewalks, including outdoor dining. Currently, full-scale sidewalk dining is difficult to permit under Caltrans regulations. The Municipal Code was amended by Ordinance 654 in 2008 to allow sidewalk dining with a Conditional Use Permit. Two such permits have been approved since that time, both for sidewalk dining on streets other than Lincoln Avenue.
3. The opportunity for the City to exercise greater discretion and control over future sidewalk improvements, modifications, and repairs.

**Potential concerns regarding city-ownership include:**

1. Currently, liability for any claims regarding the sidewalks (trip and fall accidents, for example) are between Caltrans and the adjacent property owners. If the City assumes ownership over the right-of-way, then Municipal Code Sections 12.10.020-030 would apply (see also California Streets and Highway Code Section 5600 et seq.). The municipal code says that the owners of property fronting public sidewalks are ultimately responsible for the repair and maintenance of those sidewalks. While the City would be involved when claims arise, the municipal code provides that the property owner would be liable for any injuries or damage arising from their failure to maintain the sidewalks. The Lincoln Avenue sidewalks are the most heavily trafficked in the City and while their state of repair has improved in places over the last several years, there are still sections that are in a less-than-good state of repair.
2. While also a potential benefit for citizens and business-owners, the City would be taking on the final responsibility of permitting and enforcing sidewalk encroachments and sidewalk repairs. It is possible that this would result in increased staff time for code enforcement as well.
3. While the condition of curb ramps along Lincoln Avenue has generally improved in recent years, by taking ownership of the sidewalks, the City would be taking on the financial responsibility and liability for insuring that all aspects of the sidewalks (including curb ramps, cross slopes, driveway crossings, paths of travel, etc.) are up to current ADA standards and remain so going forward.
4. If an adequate path of accessibility is not maintained along the sidewalks the City could incur liability for lack of accessibility. The Lincoln Avenue sidewalks in the downtown core are typically 13-feet in width from face of buildings to back of curb. But tree wells, parking overhangs, bike racks, newspaper stands, waste receptacles, planters, awning supports, lamp posts, and wayfinding signage result in the usable sidewalk width being very constrained in some areas. Should the City take on ownership with the end goal of allowing more outdoor dining and

other similar uses, the ability to do so safely will be limited or unavailable in front of many establishments.

5. The serving of alcoholic beverages in conjunction with sidewalk dining requires physical separations of the seating area for patrons from the open sidewalk pathway. This is a requirement of the Department of Alcoholic Beverage Control. The outdoor dining area at Pacifico is a good example of this type of seating and separation configuration. The ability to squeeze similar facilities on to the Lincoln Avenue sidewalk is quite limited.

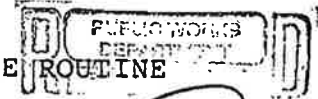
Discussion regarding the Council's interest in pursuing possible relinquishment to the City of the Lincoln Avenue sidewalks is desired so as to provide direction to staff.

**FINANCIAL IMPACT:** At this time, it is difficult to quantify the future fiscal impact of relinquishment. In the short term there would be staff time and resources associated with developing an agreement with Caltrans. Long term, there is the potential for significant costs, risks, and liabilities. However, should outdoor dining or other enhanced commercial activity be increased along the sidewalk it is possible some of those costs could be partially offset by the generation of increased sales tax revenue.

**ATTACHMENTS:**

1. 1993 Caltrans Agreement for Encroachment Permits
2. Map of Downtown Sidewalks in Caltrans Right-of-way

AGREEMENT WITH CITY OF CALISTOGA TO ISSUE ROUTINE ENCROACHMENT PERMITS ON CONVENTIONAL HIGHWAYS



MAR 22 1993

THIS AGREEMENT, made and executed in duplicate this 19th day of January 19 93, by and between the State of California acting by and through the Department of Transportation, hereinafter referred to as State and the City of Calistoga hereinafter referred to as City.

WITNESSETH:

A. RECITALS

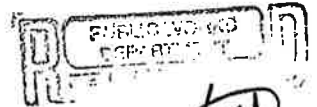
The Parties hereto desire to provide for the City to perform particular encroachment permit functions on State Highway Routes 04-Nap-24 and 04-Nap-128 within the jurisdictional limits of City, to wit, the issuance of routine encroachment permits and the control and inspection of work performed pursuant to said permits, as provided for in Sections 130 and 676 of the Streets and Highways Code.

B. AGREEMENT

This Agreement shall supersede any previous AGREEMENT WITH CITY OF CALISTOGA TO ISSUE ROUTINE ENCROACHMENT PERMITS ON STATE HIGHWAYS and/or AMENDMENTS thereto.

C. In consideration of the mutual covenants and promises herein contained it is mutually agreed that City;

1. Shall use State's Standard Encroachment Permit forms.
2. Shall follow State's policies as contained in State's Encroachment Permit Manual. A copy of said Manual will be furnished upon execution of this Agreement.
3. Shall follow State's design standards unless City standards are more restrictive. In the event of conflict as to interpretation, State's standards shall apply.
4. May issue Encroachment Permits for the following routine encroachments without State's prior approval:
  - a. Signs, marquees and awnings
  - b. Banners and decorations
  - c. Curbs, gutters and sidewalks (excluding handicap ramps)
  - d. Roof drains and through the sidewalk curb drains
  - e. Pedestrian protection (barricades or canopies)
  - f. Traffic counts
  - g. Single family driveways (multiple family and commercial driveway excluded)
5. Shall collect sufficient fees from the permittee to cover its cost of permit administration, inspection and other permit related costs. No costs for City's administration, review or inspection shall be charged to or borne by the State.



6. Shall assign qualified personnel to review permit applications, plans and specifications, to revise plans and produce permit with appropriate specifications, and to provide construction inspection or monitoring and conduct final inspection of all work performed within the highway right of way.
7. Shall keep on file, subject to State's inspection, all permits issued on State highways; and shall forward copies of all issued permits, along with Notices of Completion, As-Built plans (if any) and all other related data to State's District Permit Engineer immediately upon completion of the work permitted or upon the expiration of the permit.

D. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this agreement. It is understood and that pursuant to Government Code Section 895.4 City shall defend, indemnify and save harmless the State of California, all officer and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this agreement.

The City waives any and all rights to any type of express and implied indemnity against the STATE, its officers and employees arising from any work, authority or jurisdiction delegated to the City under this agreement.

E. TERMS OF AGREEMENT

THIS AGREEMENT shall become effective on the date that it is executed by all parties and shall remain in full force and effect until amended or terminated.

This Agreement may be amended or terminated at any time upon mutual consent of the parties hereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Glenn E. Behm

GLENN E. BEHM  
Deputy District Director, Maintenance  
Approved as to form and procedure

Francis C. McManey  
Attorney  
Department of Transportation

CITY OF CALISTOGA

BY Laverne D. Oyarzo  
LAVERNE OYARZO, Mayor

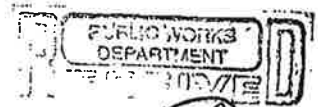
APPROVED AS TO FORM

[Signature]  
CITY ATTORNEY

RECEIVED  
MAR 22 1993  
1007

Attest:

Patt Osborn  
City Clerk



MAR 22 1993

100%

**RESOLUTION NO. 93-5**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA,  
COUNTY OF NAPA, STATE OF CALIFORNIA APPROVING AGREEMENT  
FOR THE ISSUANCE OF ROUTINE ENCROACHMENT PERMITS ON  
STATE HIGHWAYS IN THE CITY OF CALISTOGA**

WHEREAS, the State of California, through its Business, Transportation and Housing Agency, the Department of Transportation has presented an Agreement for the issuance of routine encroachment permits on State Highways in the City of Calistoga effective and to remain in effect until amended or terminated; and

WHEREAS, said Agreement for the issuance of routine encroachment permits on State Highways in the City of Calistoga has been approved this 19th day of January, 1993 and to remain in effect until amended or terminated; and

WHEREAS, the City Council of the City of Calistoga has heard and read said Agreement in full and is familiar with its contents; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Calistoga does hereby state that said Agreement for the issuance of routine encroachment permits on State Highways in the City of Calistoga is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and the City Clerk respectively are further directed to sign Agreement on behalf of the said City.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Calistoga at a regular meeting held this 19th day of January 1993 by the following vote:

AYES: Councilmember Trout, Mayor Oyarzo, Councilmembers Fundy, Ranieri and Marberry.  
NOES: None  
ABSTAIN/ABSENT: None

*Laverne Oyarzo*  
Laverne Oyarzo, Mayor

ATTEST: *Patt Osborne*  
Patt Osborne, City Clerk



## DEPARTMENT OF TRANSPORTATION

BOX 23660  
OAKLAND, CA 94623-0660  
(510) 286-4444  
TDD (510) 286-4454

RECEIVED



December 18, 1992

DEC 22

404.20

Mr. Waldo Kolb  
Department of Public Works  
City of Calistoga  
1232 Washington Street  
Calistoga, CA 94515

Subject: Agreement to Issue Encroachment Permits

Dear Mr. Kolb:

As discussed at our December 16, 1992, subject meeting, for your information we are transmitting herewith:

Encroachment Permit Form TR0126  
Encroachment Permit Rider Form TR0127  
Completion Notice Form TR0129  
Encroachment Permit Fee Schedule (1/90)  
Standard Special Provisions for type AD, BR, CS, DM,  
MC(p), SV(counters) and RS permits.

Should you have any questions, call me at (510) 286-4424.

Sincerely,

PRESTON W. KELLEY  
District Director

By 

R. L. CASHION  
District Permit Engineer

Attachment

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT (CITY)**  
 TR-0126 (NEW 9/81)

Permit No. _____	
Dist/Co/Rte/PM _____	
Date _____	
Fee Paid In Advance \$ _____	Deposit \$ _____

In compliance with (Check one):

- Your application of \_\_\_\_\_
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

<p>The following attachments are also included as part of this permit (Check applicable):</p> <table> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td>General Provisions</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td>Utility Maintenance Provisions</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td>Special Provisions</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td>A Cal-OSHA permit required prior to beginning work;</td> </tr> <tr> <td colspan="2"></td> <td># _____</td> </tr> </table>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	General Provisions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Utility Maintenance Provisions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Special Provisions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	A Cal-OSHA permit required prior to beginning work;			# _____	<p>In addition to fee, the permittee will be billed actual costs for:</p> <table> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td>Review</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td>Inspection</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td>Field work</td> </tr> </table> <p>(If any Caltrans effort expended)</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Review	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Inspection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Field work
<input type="checkbox"/> Yes	<input type="checkbox"/> No	General Provisions																							
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Utility Maintenance Provisions																							
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Special Provisions																							
<input type="checkbox"/> Yes	<input type="checkbox"/> No	A Cal-OSHA permit required prior to beginning work;																							
		# _____																							
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Review																							
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Inspection																							
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Field work																							
<input type="checkbox"/> Yes <input type="checkbox"/> N.A.    The information in the environmental documentation has been reviewed and considered prior to approval of this permit.																									

This permit is void unless the work is completed before \_\_\_\_\_, 19\_\_\_\_  
 This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.  
 No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

*This permit is issued by the undersigned city pursuant to delegation of maintenance of State highways by agreement between the city & State.*

CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
 \_\_\_\_\_, District Director

BY: \_\_\_\_\_  
 \_\_\_\_\_, District Permit Engineer

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT RIDER (CITY)**  
 TR-0127 (NEW 9/91)

Collected By	Permit No. (Original)
Rider Fee Paid \$	Dist/Co/Rte/PM
Date	Rider Number

TO: [ ]

[ ] , PERMITTEE

In compliance with (your, our) request of \_\_\_\_\_, 19\_\_\_\_ we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to:  NO CHANGE  \_\_\_\_\_

Except as amended, all other terms and provisions of the original permit shall remain in effect.

*This permit is issued by the undersigned city pursuant to delegation of maintenance of State highways by agreement between the city & State.*

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

APPROVED:

\_\_\_\_\_, District Director

BY:

\_\_\_\_\_, District Permit Engineer

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**COMPLETION NOTICE**  
 TR 0129 (Rev. 1/92)

ROUTE TO: 1) District Permit Office and Copy Maintenance  
 2) District Accounting Office for billing  
 3) Copy to local agency for agreement work

DATE WORK COMPLETED	PERMIT NUMBER
FEE/DEPOSIT PAID	DIST/CO/RTE/PM

PERMITTEE NAME \_\_\_\_\_

ASSOCIATED PERMITS OR RIDERS \_\_\_\_\_

ROAD, NAME, INTERSECTION, ETC. \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

INSPECTOR'S COMMENT \_\_\_\_\_

ACTUAL INSPECTION HOURS <i>(Not for billing purposes)</i>	PERMIT STAFF	OTHER CALTRANS UNITS
PERMIT INSPECTOR CERTIFICATION	<input type="checkbox"/> <i>Work is not complete; this notice is for progress billing only.</i> <input type="checkbox"/> <i>To the best of my knowledge, work was completed in accordance with permit requirements.</i>	
	PERMIT INSPECTOR	DATE

**BILLING (For Permit Office use)**

	YES	NO	HOURS	
REVIEW	<input type="checkbox"/>	<input type="checkbox"/>	_____	A. Amount Collected ..... \$ _____ (A)
INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	_____	B. Review Cost ..... \$ _____ (B)
FIELD WORK	<input type="checkbox"/>	<input type="checkbox"/>	_____	C. Inspection Cost ..... \$ _____ (C)
AGREEMENT WORK	<input type="checkbox"/>	<input type="checkbox"/>	_____	D. Field Work Cost ..... \$ _____ (D)
EA	_____	_____	_____	<input type="checkbox"/> BILL [(B+C+D)-A] ..... \$ _____
	YES	NO		<input type="checkbox"/> REFUND
PROGRESS BILL	<input type="checkbox"/>	<input type="checkbox"/>		<i>Permit was denied or cancelled prior to construction.</i>
PERMIT COMPLETED	<input type="checkbox"/>	<input type="checkbox"/>	Close file	<i>Refund unexpended fees for permit type:</i>
FINAL BILL	<input type="checkbox"/>	<input type="checkbox"/>		AX [A-(B+C+D)] ..... \$ _____
RELEASE BOND	<input type="checkbox"/>	<input type="checkbox"/>		AS (A-B) ..... \$ _____
RELEASE CASH DEPOSIT	<input type="checkbox"/>	<input type="checkbox"/>		Set Fee (C) ..... \$ _____
OTHER (Describe below.)	<input type="checkbox"/>	<input type="checkbox"/>		BILL TO _____

PERMIT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_



## AD

In addition to the attached General Provisions, from DM-M-P-202B, the following special provisions are also applicable:

### I. GENERAL

1. Signs, Marquees and Awings overhanging State highway right of way (R/W) shall comply with the requirements of the applicable local agency, the latest edition of the Uniform Building Code (UBC) or these special provisions, whichever is the higher standard.

### II. SIGNS

1. Vertical Clearance: The minimum clearance of signs from the sidewalk shall be twelve feet (12').
2. Codes: Must be structurally adequate and conform to applicable building code and Caltrans' Outdoor Advertising Regulations.
3. Location: Support shall be off the right of way. The overhang shall be at least two feet (2') back of the curb line. If no curbs are in place, the signs should be placed so that some physical barrier prevents them from being struck.
4. Advertising: The wording on the sign may only identify either the owner, the goods sold or manufactured on the premises or the services rendered.
5. Lights: No flashing, rotating or intermittent lights shall be allowed except approved public service information. Signs that contain red, yellow, or green lights shall not be permitted where they could interfere with the driver's perception of traffic signals.
6. No displays shall interfere with or hide traffic signals or traffic signs.
7. Any future change of copy or location must be covered by a separate permit.

### III. MARQUEES

1. The horizontal clearance between a marquee and the curb line shall not be less than two feet (2').
2. The minimum vertical clearance from the sidewalk shall be twelve feet (12').
3. A marquee shall be supported entirely by the building.
4. Any drainage from the marquee shall not fall on or drain across the sidewalk.

### IV. AWNINGS

1. An awning is a temporary shelter supported entirely from the exterior wall of a building.
2. Awnings may identify the owner or place of business.

## BR

In addition to the attached General Provisions, form DM-M-P-202B, the following special provisions are also applicable:

### I. BANNERS

1. The banners shall not contain private advertising nor be of a political nature.
2. The lower edge of the banners shall be at least eighteen feet (18') above the highway pavement at its closest point.
3. Suspension or installation on State owned traffic signal poles or other State owned facilities is prohibited.
4. Local police shall provide traffic control while banner is being installed or removed.
5. The display may not be in place more than two weeks prior to the event and shall be immediately removed after the event.

### II. CHRISTMAS DECORATIONS

1. Installation of Christmas decorations shall not begin prior to the day after Thanksgiving Day.
2. Decorations attached to vertical structures such as power, telephone, or light poles, are not to project beyond the curb line and shall not hang below a height of fourteen feet (14'). Decorations which project beyond the curb line or cross the highway shall have a minimum vertical clearance of eighteen feet (18').
3. Decorations shall not be attached to State owned poles.
4. Decorative lighting displaying red, yellow, or green lights shall no be placed where they could interfere with the driver's perception of traffic signals.

CS

In addition to the attached General Provisions, form DM-M-P-202B, the following special Provisions are applicable:

1. A State issued permit is required for any landscaping or tree installation, including installation of tree wells.
2. A separate permit must be obtained from Caltrans for any driveway, handicap-ramp installations or any sidewalks which are other than portland cement concrete constructed in compliance with Caltrans Standard Specifications.
3. Traffic control is authorized only between 9 a.m. and 3 p.m., Monday through Friday, holidays excluded. Any traffic control which requires lane closure shall be in compliance with the appropriate traffic control plan. Where required by the plan, the use of a flashing arrowboard is MANDATORY.
4. New curb and gutter installations shall be State standard type A2-6, unless necessary to conform to existing adjacent curb and gutter installations.
5. Normally, the back edge of a sidewalk shall be placed on the right of way line. Sidewalk width shall be minimum of five feet (5').
6. Alignment and grade of gutter and sidewalk shall match the existing.
7. Existing concrete curb and paved shoulder shall be saw cut to a neat line prior to excavating and forming. Existing concrete sidewalk shall be saw cut at the scoreline. Paved shoulder shall be replaced with asphaltic concrete paving material equal "in kind" and thickness to existing shoulder and shall conform to lip of new curb and gutter.
8. Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit, and utility relocations shall be completed prior to the installation of any new curb, gutter or sidewalk.
9. A monolithic pour of sidewalk and curb and gutter shall not be permitted.



**DM**

**In addition to the attached General Provisions, form DM-M-P-202B, the following special provisions are also applicable.**

**I. ROOF AND SURFACE DRAINS**

- 1. Drains must be restricted to the exclusive purpose of draining rain water from the roof of permittee's building and/or paved parking lot. Drains if used for any other purpose, such as draining waste water or domestic supply water onto the highway, will not be authorized. Drains shall be installed at right angles to the curb line unless otherwise authorized.**
- 2. Removal of PCC Sidewalks or Curbs: Concrete sidewalks or curbs shall be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing adjacent sidewalk or curb.**
- 3. After pipe drains are installed, curb and sidewalk shall be replaced with Portland cement concrete.**

## MCP

**In addition to the attached General Provisions, form DM-M-P-202B, the following special provisions are also applicable:**

**When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.**

**Pedestrian walkways and canopies within State Right of way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building code, whichever contains the higher standards.**

### **SV (Counters)**

**In addition to the attached General Provisions, form DM-M-P-202B (Rev.2/82), the following special provisions are applicable:**

- 1. Personnel installing or removing traffic counters shall wear an orange colored outer garment and a hard hat.**
- 2. Traffic counters installed on freeway ramps shall be located at the curb return as near as possible to the local street intersection.**
- 3. Counter tubes shall be securely attached to the pavement by taping. No nails, spikes or other material shall be driven into the pavement except to secure the tube at the outside edge of shoulder, at the lip of a gutter, or in the center line stripe.**
- 4. A copy of the collected data shall be sent to the Caltrans District Permit Engineer.**

In addition to the attached General Provision, form DM-M-P-202B (Rev. 2/82), the following special provisions are applicable:

**I. RURAL LOCATIONS**

1. The driveway shall be surfaced with a minimum of two inches (2") of asphalt concrete placed on four inches (4") of well graded and compacted aggregate base and shall conform to the existing pavement.
2. Existing drainage shall not be impaired. Either a valley gutter or a culvert shall be provided.
3. Where a culvert is installed, it shall be installed in the flowline of the existing drainage ditch at an elevation to provide maximum drainage.
4. A standard tapered end section shall be installed at the inlet and outlet of the culvert.
5. Any change in the existing drainage pattern, whether occasioned by increase or diversion, and the cost of any damage, repair or restoration of the State highway right of way shall be the responsibility of the permittee.
6. Driveway installation shall conform to the attached plan, "Standard Private and Commercial Road approach in Rural Areas with unimproved Frontage in Conventional State Highway".

**II. URBAN LOCATIONS**

1. Where curbs exist, the driveway structural section shall be a minimum of four inches (4") of Portland Cement Concrete (PCC) over six inches (6") of aggregate base.
2. Driveway details shall comply to State standards unless local standards exceed the State's.
3. Any existing utility boxes must be either relocated or adjusted to grade at the permittee's expense.
4. Removal of PCC Sidewalks or Curbs: sidewalks or curbs shall be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing adjacent sidewalk or curb.



Approximate extent of sidewalks in Caltrans Right-of-Way between Fair Way and the Napa River

### Downtown Calistoga - Caltrans Right-of-Way

