

City of Costa Mesa

Inter Office Memorandum

To: Planning Commission
From: Mel Lee, Senior Planner *MEL*
Date: October 1, 2009
Subject: **UPDATE ON FENCE AND LANDSCAPE IMPROVEMENTS IN CALTRANS RIGHT-OF-WAY ADJACENT TO CARMAX AUTO SUPERSTORE**

This memo has been prepared in response to Commissioner Mensinger's request for an update on the fence and landscape improvements proposed within the Caltrans right-of-way at the southbound I-405/Harbor Boulevard on-ramp adjacent to the Carmax Auto Superstore at 3200 Harbor Boulevard.

Status of Carmax

- In December 2008, Carmax expressed interest in making improvements within the Caltrans right-of-way at the above location, specifically, removing the chain link fence, extending the landscaping on the Carmax property into the Caltrans right-of-way, and installing irrigation.
- In March 2009, Transportation Services staff provided a landscape maintenance agreement for review by Carmax and the property owner (Segerstrom).
- In April 2009, Carmax submitted comments and changes to the draft landscape maintenance agreement.
- In June 2009, Caltrans indicated that a new format, including new terms and conditions, for the landscape maintenance agreement was now in effect.
- As of October 2009, Carmax and Segerstrom are continuing to review the terms of the new landscape maintenance agreement. This draft has not yet been submitted to the City or to Caltrans.
- Once the agreement has been finalized, it will be forwarded to Caltrans for approval.
- Because the proposed improvements were not required as a condition of approval for the project, they are not subject to a specific deadline to obtain an encroachment permit and complete the work.

E-mail correspondence between staff, Carmax, and the property owner from December 2008 to the present, as well as the draft landscape maintenance agreement, are attached to this memo for reference. For additional information, please contact Raja Sethuraman, Transportation Services Manager, at (714) 754-5032 or at rsethuraman@ci.costa-mesa.ca.us.

Attachments

cc: Acting Dev. Svs. Director
Sr. Deputy Attorney
Transportation Services Manager
Staff (4)
File (2)

LEE, MEL

From: SETHURAMAN, RAJA
Sent: Tuesday, September 29, 2009 3:59 PM
To: LEE, MEL
Subject: FW: Carmax - Caltrans fence

From: Jeff Reese [mailto:ReeseJ@southcoastplaza.com]

Sent: Monday, December 08, 2008 11:20 AM

To: SETHURAMAN, RAJA
Subject: RE: Carmax - Caltrans fence

Raja - I am already booked at 11:00, but could do it at 10:00 or after 2:00. Please let me know what works for you.

Thanks - Jeff

Jeffrey M. Reese
C.J. Segerstrom & Sons
3315 Fairview Road / Costa Mesa, CA 92626
tel 714-546-0110 / fax 714-546-1357
dd 714-438-3250 / cell 949-291-2063
email reesej@southcoastplaza.com

From: SETHURAMAN, RAJA [mailto:RSethuraman@ci.costamesa.ca.us]
Sent: Monday, December 08, 2008 11:13 AM
To: Jeff Reese
Cc: JOHNSON, DENNIS
Subject: RE: Carmax - Caltrans fence

How about tomorrow morning at 11:00 a.m.?

Raja

From: Jeff Reese [mailto:ReeseJ@southcoastplaza.com]
Sent: Monday, December 08, 2008 8:51 AM
To: SETHURAMAN, RAJA
Subject: RE: Carmax - Caltrans fence

Raja - It would be helpful for me to meet at the CarMax site with you to make sure I know exactly what you have in mind. If you are open to that, please let me know what will be a good time to meet there.

Thanks - Jeff

Jeffrey M. Reese
C.J. Segerstrom & Sons
3315 Fairview Road / Costa Mesa, CA 92626
tel 714-546-0110 / fax 714-546-1357
dd 714-438-3250 / cell 949-291-2063
email reesej@southcoastplaza.com

From: SETHURAMAN, RAJA [mailto:RSethuraman@ci.costamesa.ca.us]
Sent: Friday, December 05, 2008 4:41 PM
To: Jeff Reese
Subject: Carmax - Caltrans fence

Jeff:

We discussed sometime back about the old Caltrans fence in front of Carmax property on Harbor. Let's discuss about that next week. We could try to get fence removed as part of the current Harbor project, if we can get maintenance commitment. Thanks.

Raja Sethuraman
Transportation Services Manager
City of Costa Mesa
714-754-5032

LEE, MEL

From: SETHURAMAN, RAJA
Sent: Tuesday, September 29, 2009 3:58 PM
To: LEE, MEL
Subject: FW: Fence by Carmax

From: Jeff Reese [mailto:ReeseJ@southcoastplaza.com]

Sent: Monday, February 02, 2009 3:30 PM

To: SETHURAMAN, RAJA
Subject: RE: Fence by Carmax

Raja - I was out of the office at the end of last week, but have sent another message to my CarMax contact to see if they have any interest. I will call him tomorrow morning to follow up and let you know what their position is.

Thanks - Jeff

**Jeffrey M. Reese
C.J. Segerstrom & Sons
3315 Fairview Road / Costa Mesa, CA 92626
tel 714-546-0110 / fax 714-546-1357
dd 714-438-3250 / cell 949-291-2063
email reesej@southcoastplaza.com**

From: SETHURAMAN, RAJA [mailto:RSethuraman@ci.costamesa.ca.us]
Sent: Friday, January 30, 2009 11:14 AM
To: Jeff Reese
Cc: NAGHAVI, PETER
Subject: Fence by Carmax

Jeff:

Hope you are doing well.

Any progress on the fence issue? As you can see, we are very close to wrapping up the contract on Harbor. It will be difficult to accomplish this at a later date. Can you set a quick meeting between us and Carmax so we can come to a final decision on this. Next week looks generally open in my calendar for a field meeting. As you know, we will still need buyoff from Caltrans once we decide. Thanks.

*Raja Sethuraman
Transportation Services Manager
City of Costa Mesa
714-754-5032*

09/29/2009

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LEE, MEL

From: BRANDT, KIMBERLY
Sent: Wednesday, March 11, 2009 2:08 PM
To: SETHURAMAN, RAJA; LEE, MEL
Cc: JOHNSON, DENNIS
Subject: RE: 2008 Planning Commission Design Awards

Thank you all for following up on this last detail in completing the renovation of this highly visible area of the City.

Kimberly

-----Original Message-----

From: SETHURAMAN, RAJA
Sent: Wednesday, March 11, 2009 1:47 PM
To: LEE, MEL
Cc: BRANDT, KIMBERLY; JOHNSON, DENNIS
Subject: RE: 2008 Planning Commission Design Awards

Mel:

I sent the required information on the maintenance agreement to Jeff Reese and Carmax couple of weeks ago. Once I get concurrence from Carmax, I will work with Caltrans in getting this agreement finalized. It is usually a 2-3 month process, once we get Caltrans involved.

Raja

-----Original Message-----

From: LEE, MEL
Sent: Wednesday, March 11, 2009 1:45 PM
To: SETHURAMAN, RAJA
Cc: BRANDT, KIMBERLY; JOHNSON, DENNIS
Subject: FW: 2008 Planning Commission Design Awards

Raja -

Please see below. Carmax is very interested in working with the City to improve the appearance of the Caltrans R.O.W. next to their property. Let me know if there is anything you need from our end.

Thanks,

Mel

-----Original Message-----

From: John_Ramsey@carmax.com [mailto:John_Ramsey@carmax.com]
Sent: Wednesday, March 11, 2009 1:40 PM
To: LEE, MEL
Subject: Re: 2008 Planning Commission Design Awards

Thanks for the information, I will not be coming out at this time. The Location General Manager will represent Carmax at this meeting.

We do appreciate the city recognizing our Store with this award!

On another matter, do you know if approval has been given for Carmax to remove the chain link fence and upgrade the landscaping at the entrance ramp?

John Ramsey
Facilities Coordinator
Carmax

LEE, MEL

From: SETHURAMAN, RAJA
Sent: Tuesday, September 29, 2009 3:58 PM
To: LEE, MEL
Subject: FW: Costa Mesa Landscape Issue

From: Jeff Reese [mailto:ReeseJ@southcoastplaza.com]

~~**Sent:** Friday, April 24, 2009 7:29 AM~~

To: SETHURAMAN, RAJA
Subject: FW: Costa Mesa Landscape Issue

Raja – FYI – See the email from CarMax below. I will contact them early next week to discuss their concerns regarding the indemnity issues.

Have a nice weekend.

Jeff

Jeffrey M. Reese
C.J. Segerstrom & Sons
3315 Fairview Road / Costa Mesa, CA 92626
tel 714-546-0110 / fax 714-546-1357
dd 714-438-3250 / cell 949-291-2063
email reesej@southcoastplaza.com

From: Mark_J_Shanahan@carmax.com [mailto:Mark_J_Shanahan@carmax.com]

Sent: Friday, April 24, 2009 6:36 AM

To: Jeff Reese

Subject: Re: Costa Mesa Landscape Issue

Hi Jeff-

After this long wait, my insurance team has agreed to meet the requirements set forth in the agreement. Per your request/recommendation, we are resisting making comments unless necessary.

However, the indemnity provisions require some balancing. I am traveling this week, but would like to discuss this.

In the office all next week.

Thanks

Mark Shanahan
Real Estate Manager
CarMax Auto Superstores Inc.
Central Regional Office
3320 Odyssey Court
Naperville, IL 60563
630-428-7500 x 8001
804-370-2043 (cell)

"Jeff Reese" <ReeseJ@southcoastplaza.com>

To <mark_j_shanahan@carmax.com>

cc

04/09/2009 01:58 PM

Subject Costa Mesa Landscape Issue

Mark – I just wanted to check in to see if you have an update on the issue of the landscape along the Harbor Boulevard frontage of your Costa Mesa, California store. Please let me know when you have a moment.

Thanks – Jeff

**Jeffrey M. Reese
C.J. Segerstrom & Sons
3315 Fairview Road / Costa Mesa, CA 92626
tel 714-546-0110 / fax 714-546-1357
dd 714-438-3250 / cell 949-291-2063
email reesej@southcoastplaza.com**

09/29/2009

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LEE, MEL

From: SETHURAMAN, RAJA
Sent: Tuesday, September 29, 2009 3:58 PM
To: LEE, MEL
Subject: FW: CarMax - Costa Mesa Landscape Issue

From: SETHURAMAN, RAJA [mailto:RSethuraman@ci.costamesa.ca.us]

Sent: Friday, May 29, 2009 3:49 PM

To: Jeff Reese
Subject: RE: CarMax - Costa Mesa Landscape Issue

Jeff:

The person I usually work with at Caltrans is off till October. I am trying to see if I can get someone else to work with us on this. Thanks.

Raja

From: Jeff Reese [mailto:ReeseJ@southcoastplaza.com]
Sent: Wednesday, May 27, 2009 9:52 AM
To: SETHURAMAN, RAJA
Subject: CarMax - Costa Mesa Landscape Issue

Raja – Attached above is a copy of the proposed Maintenance Agreement with CarMax for the Harbor Blvd. frontage, marked to show their requested changes. Please review this and let me know if their changes are acceptable.

Thanks – Jeff

Jeffrey M. Reese
C.J. Segerstrom & Sons
3315 Fairview Road / Costa Mesa, CA 92626
tel 714-546-0110 / fax 714-546-1357
dd 714-438-3250 / cell 949-291-2063
email reesej@southcoastplaza.com

From: Mark_J_Shanahan@carmax.com [mailto:Mark_J_Shanahan@carmax.com]
Sent: Wednesday, May 27, 2009 9:32 AM
To: Jeff Reese
Subject: Re: Costa Mesa Landscape Issue

Jeff-

Thanks for your voicemail.
Revised doc attached for your review.

09/29/2009

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Mark Shanahan
Real Estate Manager
CarMax Auto Superstores Inc.
Central Regional Office
3320 Odyssey Court
Naperville, IL 60563
630-428-7500 x 8001
804-370-2043 (cell)

**STATE HIGHWAY PLANTING MAINTENANCE AGREEMENT
IN THE CITY OF COSTA MESA**

THIS AGREEMENT, made and executed in duplicate this _____, 2009, is by and between the City of Costa Mesa, hereinafter referred to as "CITY" and CarMax Auto Superstores California, L.L.C., hereinafter referred to as CARMAX. Collectively CITY and CARMAX are referred to as "PARTIES".

WITNESSETH:

A. RECITALS

The PARTIES desire to assign to CARMAX the responsibility for maintaining landscaped areas within the State Highway Right-of-Way at the southbound on-ramp to Route 405 at Harbor Boulevard and Gisler Avenue as described in the attached Exhibit A; and

CARMAX wishes to assume the responsibility for maintaining landscaped areas within the area described in Exhibit A to enhance the aesthetics and visual appearance of the identified area, which is visible from CARMAX's property located at 3200 Harbor Boulevard. CARMAX expressly acknowledges that it receives a benefit from the rights and obligations granted to it herein.

Deleted: substantial

CITY has entered into a similar agreement dated _____, 200__, with the State of California Department of Transportation ("Caltrans Agreement"), concurrently herewith, in order to have the right and authority to provide to CARMAX the responsibility for maintaining landscaped areas within State Highway right-of-way at the southbound on-ramp to Route 405 at Harbor Boulevard and Gisler Avenue as described in the attached Exhibit A.

B. AGREEMENT

In consideration of the mutual covenants and promises contained herein, CARMAX agrees with respect to the area described in Exhibit A:

1. To provide and apply fertilizer as necessary to sustain healthy growth and to maintain a separate irrigation system and pay for all repairs, water and electrical costs thereof.
2. To control weeds at a level acceptable to the State of California Department of Transportation ("Caltrans") and to allow access for Caltrans to maintain any State facilities.
3. To keep plantings trimmed to eye pleasing appearance in the reasonable discretion of the Director of Public Services of the CITY.

4. To use only those pesticides and fertilizers approved by Caltrans and in a manner consistent with label and legal restrictions.
5. To remove and replace unhealthy or dead plantings as they are observed.
6. To keep the entire area policed and free of litter and deleterious material.
7. To maintain, repair and operate irrigation system in a manner that prevents water from flooding onto State Highway or CITY streets.
8. To allow random inspection by Caltrans or CITY representatives.
9. That if for any reason CARMAX is unable to maintain the area in a manner reasonably satisfactory to Caltrans or CITY, CARMAX will re-landscape the area to a condition acceptable to the Caltrans and/or CITY at CARMAX's sole expense.
10. That all maintenance work will be done at no cost to the CITY.
11. If requested, To remove landscaping and restore the area as shown in Exhibit A to original condition prior to planting or to a condition acceptable to Caltrans representatives in the event this agreement is terminated as set forth in Section F.

C. CITY shall repair and/or replace any damaged landscaping or irrigation system within the area as shown in Exhibit "A" when the damage was primarily caused by reason of CITY access.

Deleted: solely

D. LEGAL RELATION AND RESPONSIBILITIES:

Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third 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 CARMAX shall defend, indemnify, hold free and harmless the CITY, its officers and employees, from and against all damages to property or injuries to or death of any person or persons, including reasonable attorney fees, and shall defend, indemnify, hold free and harmless the CITY, its officers and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims, resulting solely from or arising out of the acts, errors or omissions of CARMAX, whether intentional or negligent, in the performance of this Agreement.

E. INSURANCE:

CARMAX shall obtain, at its sole cost and expense, and keep in force throughout the term of this Agreement, the following insurance coverages:

1. Minimum \$1,000,000 per occurrence comprehensive general liability insurance for bodily injury and property damage.
2. Minimum \$1,000,000 combined single limit automobile liability insurance for owned, hired, and non-owned vehicles.
3. Workers compensation insurance as required by the State of California.

Further, CARMAX shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', agents', or authorized subcontractor actions during the performance of this Agreement.

Said policy or policies required by this Agreement shall be in a form to be reasonably approved by the CITY and shall name CITY, its officers, agents and employees as additional insureds by an endorsement to the policy. Said endorsement shall provide that CITY shall receive not less than thirty (30) days prior written notice of cancellation of any policies of insurance required hereunder. In addition, the comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, volunteers and employees are additional insureds with respect to the subject project and contract with City."
- (b) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (c) Additional insureds: "The State of California Department of Transportation and its officers, agents, and employees are additional insureds with respect to the subject project and contract with City."

CARMAX shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement.

Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CARMAX may be held responsible for payments of damages to persons or property.

F. TERMS OF AGREEMENT:

This agreement shall become effective, at the earliest, _____, 2009 and shall remain in full force and effect until amended or terminated. This agreement may be terminated by either party, with or without cause, upon sixty (60) days' written notice to the other party. Notwithstanding the notice requirements contained in this Paragraph, in the event CITY's Caltrans Agreement is terminated for any reason, this Agreement shall automatically terminate on the same date that CITY's Caltrans Agreement terminates, regardless of the number of days written notice that is given to CARMAX; however, CITY shall make every reasonable effort to provide CARMAX with as much notice as possible.

G. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the courts of the County of Orange, California.

H. NOTICES:

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested to the following addresses indicated below:

If to CITY:

City of Costa Mesa
Services Manager
77 Fair Drive
Costa Mesa, CA 92628

If to CARMAX:

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service or facsimile, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

I. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

J. ATTORNEY'S FEES AND COSTS:

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

CITY OF COSTA MESA

City Manager of the City of Costa Mesa

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Transportation Services Manager

City Attorney

CARMAX AUTO SUPERSTORES CALIFORNIA, L.L.C.

By: _____

Signature

Title: President

LEE, MEL

From: SETHURAMAN, RAJA

Sent: Monday, September 21, 2009 5:07 PM

To: LEE, MEL

Subject: In & Out and CarMax

Mel:

Following is the status on Caltrans R/W issue with In-and-Out and CarMax:

In-and-Out- Once they decide to pursue the project, they have to submit plans for improvements in Caltrans R/W, including removal of chainlink fence, replacement with another acceptable barrier and rehabilitation of landscaping. Caltrans will issue an encroachment permit to In-and-Out for the construction of these improvements. In a separate track, there needs to be a landscape maintenance agreement that will be executed between the City and Caltrans. The City will then enter into agreement with the property owner to transfer the same responsibilities. At this stage, we had only one meeting with Caltrans.

CarMax: They had expressed interest in the removal of chainlink fence from a portion of Caltrans R/W along Harbor and also extend their landscaping to Caltrans area. I provided the Caltrans landscape agreement for their review. They had some concerns on the liability clauses and may ask for some amendments. Not sure how Caltrans will respond to this. Jeff Reese from Segerstroms is working with CarMax on this issue and will follow up in couple of weeks. The improvements are minor compared to In-and-Out; however, the agreement may be the issue here.

Hope this helps. Let me know if you need additional information. Thanks.

*Raja Sethuraman
Transportation Services Manager
City of Costa Mesa*

FLYNN, CLAIRE

From: SETHURAMAN, RAJA
Sent: Tuesday, September 29, 2009 4:26 PM
To: LEE, MEL; FLYNN, CLAIRE
Subject: FW: Harbor/I-405 Revision

-----Original Message-----

From: SETHURAMAN, RAJA
Sent: Wednesday, September 23, 2009 5:03 PM
To: 'Matthew Cugini'
Cc: 'Frank Lin'; 'James Pinheiro'; 'Cindy Quon'; NAGHAVI, PETER
Subject: RE: Harbor/I-405 Revision

Matt:

This is a different one. The location is in front of CarMax. There is about 75 feet of Caltrans chainlink fence till you reach the guard rail by the offramp. Between the chainlink fence and sidewalk there is a small pocket with no landscaping. This is the area which Mayor Mansoor as well as some Planning Commissioners would like to see improved. The chainlink fence is not attractive and if it is removed, CarMax can landscape this area and maintain. We can meet there and discuss this. Let me know. Thanks.

Raja Sethuraman
Transportation Services Manager
City of Costa Mesa
714-754-5032

-----Original Message-----

From: Matthew Cugini [mailto:matthew_cugini@dot.ca.gov]
Sent: Wednesday, September 23, 2009 4:45 PM
To: SETHURAMAN, RAJA
Cc: Frank Lin; James Pinheiro; Cindy Quon
Subject: Fw: Harbor/I-405 Revision

Raja: Back in March of this year, the City approached Caltrans regarding the removal of a proposed replacement section of Chain Link fence from the encroachment permit project at the 405 Harbor Interchange EA 0G500 See the emails and attachments below.

Our District Director, Cindy Quon, was approached by City Council Member Allan Mansoor recently regarding the "removal of a fence within the 405 Harbor Interchange".

Question for you. Was the fence that we discussed last March reconstructed as part of the City's 405 Harbor project?

Matthew Cugini, Chief
Design Branch C and CADD Support
949-724-2507 Office
949-279-8862 Cell
949-724-2591 Fax

----- Forwarded by Matthew Cugini/D12/Caltrans/CAGov on 09/23/2009 04:14 PM -----

Vanessa
Ragland/D12/Caltrans/CAGov

09/16/2009 10:40 AM

To
Frank Lin/D12/Caltrans/CAGov@DOT
cc
matthew cugini/D12/Caltrans/CAGov
Subject

Hi, Frank,

See below the attached email with the letter to the city concurring with the city's proposal to remove the fence at Harbor Blvd.

----- Forwarded by Vanessa Ragland/D12/Caltrans/CAGov on 09/16/2009 10:35 AM -----

Vanessa
Ragland/D12/Caltrans/CAGov

04/09/2009 11:31
AM

Raja Sethuraman

Majid
Javaherneshan/D12/Caltrans/CAGov@DOT,
T, matthew
Cugini/D12/Caltrans/CAGov

Fw: Harbor/I-405 Revision

To

cc

Subject

Raja,

Please see the attached letter concurring with the City's proposal to eliminate the chain link fence at the location shown on your revised plan sheet (L-1). The original signed letter will be mailed.

(See attached file: Chain Link Fence Concurrence Letter.doc)

Vanessa Ragland
District 12 - Design Branch C
(949) 724-2096

----- Forwarded by Vanessa Ragland/D12/Caltrans/CAGov on 04/09/2009 11:24 AM -----

Matthew
Cugini/D12/Caltrans/CAGov

03/04/2009 04:08
PM

Vanessa
Ragland/D12/Caltrans/CAGov@DOT

To

cc

Subject

Fw: Harbor/I-405 Revision

Matthew Cugini, Chief
Design Branch C and CADD Support
949-724-2507 Office
949-279-8862 Cell
949-724-2591 Fax

----- Forwarded by Matthew Cugini/D12/Caltrans/CAGov on 03/04/2009 04:05 PM

"SETHURAMAN,
RAJA"
<RSethuraman@ci.c
osta-mesa.ca.us>

03/03/2009 10:44
AM

"matthew cugini"
<matthew_cugini@dot.ca.gov>

To

cc

Subject

FW: Harbor/I-405 Revision

Matt:

Please see the attached letter and the revised drawing of the layout plan.
Hope these are adequate for your review and consideration. Please let me know if you need
any further information. Thanks.

Raja Sethuraman
Transportation Services Manager
City of Costa Mesa
714-754-5032

From: Matt.Reifer@CH2M.com [mailto:Matt.Reifer@CH2M.com]
Sent: Monday, March 02, 2009 1:07 PM
To: SETHURAMAN, RAJA
Cc: Ayman.Salama@CH2M.com
Subject: RE: Harbor/I-405 Revision

Raja,

Here's the revised sheet.

Matt

(See attached file: L1_Harbor.pdf) (See attached file: Harbor Boulevard
Fence.pdf)

FLYNN, CLAIRE

From: SETHURAMAN, RAJA
Sent: Tuesday, September 29, 2009 4:27 PM
To: FLYNN, CLAIRE; LEE, MEL
Subject: FW: Harbor/I-405 Revision
Attachments: pic12698.gif



pic12698.gif (307 B)

-----Original Message-----

From: Jim Beil [mailto:jim_beil@dot.ca.gov]
Sent: Friday, September 25, 2009 12:11 PM
To: SETHURAMAN, RAJA
Cc: Frank Lin; James Pinheiro; Matthew Cugini
Subject: RE: Harbor/I-405 Revision

Mory in permits.

Jim Beil, P.E.
Deputy District Director
Caltrans District 12
(949.724.2010
(Embedded image moved to file: pic12698.gif) 949.279.9361

"SETHURAMAN,
RAJA"
<RSethuraman@ci.c
osta-mesa.ca.us>
09/25/2009 10:42
AM
"Jim Beil" <jim_beil@dot.ca.gov>
"Frank Lin" <frank_lin@dot.ca.gov>,
"James Pinheiro"
<james_pinheiro@dot.ca.gov>,
"Matthew Cugini"
<matthew_cugini@dot.ca.gov>
Subject
RE: Harbor/I-405 Revision

Jim:

We had that discussion for In-and-Out place on the other side of Harbor where there is a similar request. At present, the project is on hold.

I'll follow up on this permit request with Carmax. Who would be the contact person at

Caltrans on this issue?

Raja

-----Original Message-----

From: Jim Beil [mailto:jim_beil@dot.ca.gov]
Sent: Friday, September 25, 2009 9:47 AM
To: SETHURAMAN, RAJA
Cc: Frank Lin; James Pinheiro; Matthew Cugini
Subject: RE: Harbor/I-405 Revision

Raja,

I remember this discussion with Cindy, James Pinheiro and I. It was conceptually OK. If I remember correctly, we told you to have either the city of Carmax submit a permit request with a plan. Apparently this never happened.

Jim Beil, P.E.
Deputy District Director
Caltrans District 12
(949.724.2010
(Embedded image moved to file: pic11698.gif) 949.279.9361

"SETHURAMAN,
RAJA"
<RSethuraman@ci.c
osta-mesa.ca.us>

09/25/2009 08:39
AM

"Matthew Cugini"
<matthew_cugini@dot.ca.gov>

To

cc

"Frank Lin" <frank_lin@dot.ca.gov>,
"James Pinheiro"
<james_pinheiro@dot.ca.gov>, "Jim
Beil" <jim_beil@dot.ca.gov>

Subject

RE: Harbor/I-405 Revision

Matt:

It was discussed during construction; however, there were some objections to it. I can send in a request with pictures showing the limits of fence in question. Please let me know. Thanks.

Raja

-----Original Message-----

From: Matthew Cugini [mailto:matthew_cugini@dot.ca.gov]
Sent: Thursday, September 24, 2009 5:55 PM
To: SETHURAMAN, RAJA
Cc: Frank Lin; James Pinheiro; Jim Beil
Subject: RE: Harbor/I-405 Revision

Raja, I do not remember the City requesting, in writing, the removal of this section of fence. Has anything in writing been sent to Caltrans?

Matthew Cugini, Chief
Design Branch C and CADD Support
949-724-2507 Office
949-279-8862 Cell
949-724-2591 Fax

"SETHURAMAN,

RAJA"

<RSethuraman@ci.c

To

osta-mesa.ca.us>

"Matthew Cugini"

<matthew_cugini@dot.ca.gov>

09/23/2009 05:03

cc

PM

"Frank Lin"

<frank_lin@dot.ca.gov>,

"James Pinheiro"

<james_pinheiro@dot.ca.gov>, "Cindy
Quon" <cindy_quon@dot.ca.gov>,

"NAGHAVI, PETER"

<PNaghavi@ci.costamesa.ca.us>

Subject

RE: Harbor/I-405 Revision

Matt:

This is a different one. The location is in front of CarMax. There is about 75 feet of Caltrans chainlink fence till you reach the guard rail by the offramp. Between the chainlink fence and sidewalk there is a small pocket with no landscaping. This is the area which Mayor Mansoor as well as some Planning Commissioners would like to see improved. The chainlink fence is not attractive and if it is removed, CarMax can landscape this area and maintain. We can meet there and discuss this.
Let me know. Thanks.

Raja Sethuraman
Transportation Services Manager
City of Costa Mesa
714-754-5032

-----Original Message-----

From: Matthew Cugini [mailto:matthew_cugini@dot.ca.gov]
Sent: Wednesday, September 23, 2009 4:45 PM
To: SETHURAMAN, RAJA
Cc: Frank Lin; James Pinheiro; Cindy Quon
Subject: Fw: Harbor/I-405 Revision

Raja: Back in March of this year, the City approached Caltrans regarding the removal of a proposed replacement section of Chain Link fence from the encroachment permit project at the 405 Harbor Interchange EA 0G500 See the emails and attachments below.

Our District Director, Cindy Quon, was approached by City Council Member Allan Mansoor recently regarding the "removal of a fence within the 405 Harbor Interchange".

Question for you. Was the fence that we discussed last March reconstructed as part of the City's 405 Harbor project?

Matthew Cugini, Chief
Design Branch C and CADD Support
949-724-2507 Office
949-279-8862 Cell
949-724-2591 Fax

----- Forwarded by Matthew Cugini/D12/Caltrans/CAGov on 09/23/2009 04:14 PM

Vanessa

Ragland/D12/Caltr

ans/CAGov

To

Frank Lin/D12/Caltrans/CAGov@DOT

09/16/2009 10:40

cc

AM

matthew cugini/D12/Caltrans/CAGov

Subject

Fw: Harbor/I-405 Revision

Hi, Frank,

See below the attached email with the letter to the city concurring with the city's proposal to remove the fence at Harbor Blvd.

----- Forwarded by Vanessa Ragland/D12/Caltrans/CAGov on 09/16/2009
10:35 AM -----

Vanessa
Ragland/D12/Caltr
ans/CAGov
To Raja Sethuraman
04/09/2009 11:31
cc AM Majid
Javaherneshan/D12/Caltrans/CAGov@DO
T, matthew
cugini/D12/Caltrans/CAGov
Subject Fw: Harbor/I-405 Revision

Raja,

Please see the attached letter concurring with the City's proposal to eliminate the chain link fence at the location shown on your revised plan sheet (L-1). The original signed letter will be mailed.

(See attached file: Chain Link Fence Concurrence Letter.doc)

Vanessa Ragland
District 12 - Design Branch C
(949) 724-2096
----- Forwarded by Vanessa Ragland/D12/Caltrans/CAGov on 04/09/2009
11:24 AM -----

Matthew
Cugini/D12/Caltra
ns/CAGov
To Vanessa
03/04/2009 04:08 Ragland/D12/Caltrans/CAGov@DOT
cc PM

Subject

Fw: Harbor/I-405 Revision

Matthew Cugini, Chief
Design Branch C and CADD Support
949-724-2507 Office
949-279-8862 Cell
949-724-2591 Fax

----- Forwarded by Matthew Cugini/D12/Caltrans/CAGov on 03/04/2009 04:05 PM

"SETHURAMAN,

RAJA"

<RSethuraman@ci.c

To

osta-mesa.ca.us>

"matthew cugini"

<matthew_cugini@dot.ca.gov>

03/03/2009 10:44

cc

AM

Subject

FW: Harbor/I-405 Revision

Matt:

Please see the attached letter and the revised drawing of the layout plan.
Hope these are adequate for your review and consideration. Please let me know if you need
any further information. Thanks.

25

Raja Sethuraman
Transportation Services Manager
City of Costa Mesa
714-754-5032

From: Matt.Reifer@CH2M.com [mailto:Matt.Reifer@CH2M.com]
Sent: Monday, March 02, 2009 1:07 PM
To: SETHURAMAN, RAJA
Cc: Ayman.Salama@CH2M.com
Subject: RE: Harbor/I-405 Revision

Raja,

Here's the revised sheet.

Matt

(See attached file: L1_Harbor.pdf) (See attached file: Harbor Boulevard
Fence.pdf)