

**Community Development Department  
MEMORANDUM**

DATE: September 5, 2007

TO: City Council

FROM: Steve Calfee, Community Development Director

SUBJECT: **Landscape Maintenance Agreement between Caltrans and the City of Placerville related to the Gateway Project.**

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**RECOMMENDATION**

Adopt a Resolution which authorizes the City Manager to execute an Agreement between the City and the State for Landscape Maintenance within State Highway Right of Way on Route 50 in the vicinity of Point View Drive.

**DISCUSSION**

Grading activity for the Gateway Holiday Inn Express Hotel is well underway. In order to complete the grading and install offsite improvements, an Encroachment Permit from the State is required for those areas adjacent to the project that are under State jurisdiction. The improvements include: sidewalk and landscaping underneath the Point View overpass; a graded and landscaped area parallel to the westbound offramp; a smaller landscaped area adjacent to the westbound onramp; and, a landscaped median in Gateway Drive (Point View Drive to Jacquier extension). Prior to the issuance of an Encroachment Permit for the aforementioned improvements, Caltrans is requesting that the City enter into an Agreement with the State and that the City accept certain maintenance responsibilities. The attached Agreement sets forth the various responsibilities for the City, its contractors and/or subcontractors with respect to maintaining those areas set forth in Exhibit "A" attached to the Agreement. In general, the Agreement places the responsibility upon the City for maintenance of landscaping, irrigation systems, weed and litter removal, drainage and sidewalk maintenance.

When the Gateway Project was approved, it was done so with certain conditions that obligated the developer to maintain landscaping and install offsite improvements. The developer's obligation is to install and maintain the landscaping within the landscaped medians within Gateway Drive as well as the landscaped area adjacent to the westbound offramp. The developer will be required to receive Caltrans approval for the landscaping in these areas, as well as the other areas depicted on Exhibit "A",

**AGENDA**

September 11, 2007

attached hereto. The Gateway Project is also required to enter into a Landscape Maintenance Agreement for all on- and offsite landscaping associated with the project. It is staff's intention to incorporate by reference the Agreement between the City and the State for landscaping maintenance, etc., into the City's Agreement with the developer, thereby placing all of the obligations outlined in the Agreement between the City and State upon the developer. Additionally, staff will ensure that the Agreement between the City and the developer will include an indemnification/hold harmless clause as well as a clause that the developer shall perform the requirements in the attached Agreement on behalf of the City, including all costs related thereto. The Agreement also contains a provision that the prevailing wage is required for work in those areas subject to the Agreement. Staff will consult the City Attorney to ensure that the City's exposure is limited in this matter when the subsequent Agreement between the developer and the City is written.

Because the Agreement is between the City and the State, staff is requesting that the Council authorize the City Manager to execute the Agreement for Landscape Maintenance attached hereto.

Prepared by:

Reviewed by:

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Steve Calfee  
Community Development Director

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John Driscoll  
City Manager/City Attorney