DEPARTMENT: Public Works

BY: Dana Hertfelder
PHONE: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:
Authorize the Public Works Director to work with Caltrans to expedite placement of a street tree and bench at 7th Street Bus Stop to be maintained by Mother Lode Lodge.

The proposal is for both a tree and a memorial bench to be placed and maintained by the Lodge, with the encroachment permit handled by the County. Details of the installation are included with the attached permit which was previously submitted to Caltrans. Caltrans requested that a Chinese Pistache be selected.

Caltrans also requires a maintenance agreement between the County and Caltrans. One possibility may be to amend these items into the existing maintenance agreement the County already has with Caltrans for the sidewalks between the Mother Lode Lodge and 10th Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
As part of the 2003 Highway Sidewalk project and the Mariposa town tree planting project, property owners were asked if they would sponsor a tree adjacent to their businesses. The only one to respond along the project that was constructed was Lisa Green at the Mother Lode Lodge. Woody Rodriguez, the previous owner, formerly maintained a rose garden in the area that was later converted to the YARTS bus stop.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Deny cooperation with the Lodge, and they will not improve the bus stop area.

Financial Impact? ( ) Yes ( ) No * Current FY Cost: $  
Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded  
Amount in Budget: $  
Additional Funding Needed: $  
Source:  
Internal Transfer  
Unanticipated Revenue  
Transfer Between Funds  
Contingency  
( ) General ( ) Other

List Attachments, number pages consecutively  
Encroachment Permit for tree and bench  
Plans for tree and bench  
Letter from Caltrans requesting agreement & plan  
Existing agreement for maintenance of sidewalk area

* administrative costs only

CLERK’S USE ONLY:
Res. No.: 07-382  
Ord. No. _____  
Vote – Ayes: 5  Noes: _____  
Absent: _____  
Approved  
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date:  
Attest: MARGIE WILLIAMS, Clerk of the Board  
County of Mariposa, State of California  
By: Deputy

COUNTY ADMINISTRATIVE OFFICER:
✓ Requested Action Recommended  
_____ No Opinion  
Comments:  

CAO:  
Revised Dec. 2002
Approximate one foot by four foot (0.3 x 1.2 m) concrete bench in planter area at foot of tree by property owner (Mother Lode Lodge).
Per attached DETAIL B

PROPOSED TREE:
Chinese pistache
Planted per attached DETAIL A

Approximately 5 cu yards (3.8 cu m) string bark mulch to be placed under tree, by bench and on slope. Max 1 ft high ground cover as desired by property owner.

ALL WORK TO BE DONE BEHIND SIDEWALK & CURB

SCALE:
0 10 ft 20 ft
3 m 6 m

Notes:
1. Tree, bench, mulch, and ground cover to be installed entirely behind existing sidewalk and curb
2. Tree to be Chinese Pistache
3. Installation, maintenance, irrigation, and vegetation care by Mother Lode Lodge per maintenance agreement
4. Any ground cover to not exceed 1 foot in height.

Dana S. Hertfelder, RCE C56601
Director of Public Works
County of Mariposa

MARIPOSA TOWN TREE PLANTING
Encroachment Permit Application
1005-NLC-0239

ATTACHMENT 12
**DETAIL A -- TYPICAL TREE INSTALLATION**

- **PLANTING HOLE:**
  - Dig hole 2 to 3 ft deep
  - Place 2" to 3" soil around planting hole
  - Place 2" to 3" coarse gravel at bottom of hole
  - Backfill around root barrier with coarse gravel
  - Mix soil and gravel to three parts soil and one part gravel
  - Mix soil and gravel with concrete
  - Place concrete on top of root barrier
  - Anchor bench

- **RETAINING WALL:**
  - Plan 36" diameter
  - Minimum 24" deep root barrier
  - Install two 6" dia. watering tubes
  - Approx. 36" diameter
  - Some depth as 15 gal. planting pot
  - Hand dig hole. Do not over dig depth

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**DETAIL B -- BENCH INSTALLATION**

- **Concrete:**
  - Place concrete on bench
  - Anchor bench

- **Compost:**
  - Compost below concrete to 95% relative compaction

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**MARIPOSA TOWN TREE PLANTING**

Director of Public Works
County of Mariposa

Encroachment Permit Application
1005-NLC-0239
MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS
PROJECT NO. 95-42
PROJECT PLANS FOR CONSTRUCTION OF
SIDEWALKS ADJACENT TO
STATE HIGHWAYS AND COUNTY ROADS
IN MARIPOSA COUNTY
AT VARIOUS LOCATIONS

TO BE SUPPLEMENTED BY STORM PROOF PLANS DATED MAY 2001

ENCROACHMENT PERMIT PLANS

PERMIT # 002-NOS-0673
PLAN SET # 3 SHEET 1 OF 22

PUBLIC AGENCIES & UTILITIES

AGENCY

TELEPHONE NUMBER

UNIVERSITY OF SOUTHERN CALIFORNIA (USC) 1-800-655-2466
SILVER TELEPHONE COMPANY 1-800-655-3467
SOUTHERN CALIFORNIA EDISON (SCE) 1-800-322-3222
MARIPOSA PUBLIC UTILITY DISTRICT (MPUD) 1-800-322-3222
PGE (OR PGE) 1-800-322-3222

DIRECTOR OF PUBLIC WORKS
COUNTY OF MARIPOSA

JAMES PETROSILFO J. ROSENFELD
DATE

PLANS APPROVAL DATE

FREDMAN & SEAMAN LAND SURVEYORS

ROGER STEPHENS ENGINEERS

1-800-655-3222

110 S. Sutter St., Mariposa, CA 95338

CLOSING
STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

STANDARD ENCROachment PERMIT APPLICATION

PART A

TR-0100 (REV. 6/2000)

Permission is requested to encroach on the State Highway Right of Way as follows: (Complete all items: N/A if not applicable.) Application is not complete until all required attachments are included.

1. COUNTY
   Mariposa

2. ROUTE
   140

3. POSTMILE
   21.4

4. ADDRESS OR STREET NAME
   7th Street & Highway 140, NW corner

5. CITY
   Mariposa

6. CROSS STREET (Distance and direction from site)
   30 Feet north and west of 7th Street

7. PORTION OF RIGHT OF WAY
   behind sidewalk & curb in planter

8. WORK TO BE PERFORMED BY
   ☑ OWN FORCES  ☐ CONTRACTOR

   9. EST. START DATE
      Nov 2003

   10. EST. COMPLETION DATE
      June 2004

   DATE OF SIMPLEX STAMP

   11. SURFACE TYPE
       dirt

   12. EST. COST IN STATE R/W
       $300

   EXCAVATION
   11. MAX. DEPTH
       18 inches

   12. AVG. DEPTH
       3 feet

   13. AVG. WIDTH
       3 feet

   14. LENGTH
       3 feet

   15. VOLTAGE/PSIG
       none

   PIPES
   16. TYPE
       none

   17. DIAMETER
       none

21. FULLY DESCRIBE WORK WITHIN STATE R/W (additional space on reverse side if needed): Attach complete plans (minimum 5 sets folded 8.5"X11" [216 mm X 280 mm]); specs, calcs, maps, etc., if applicable.

  Planting of street tree with associated amendments and stakes. Placement of 1'X4' stone bench. Placement of erosion and weed control material in vicinity of tree and bench.
  Connection of irrigation line from neighboring property (Mother Lode Motel). Tree is proposed to be 15 gallon male Hackberry or 15 gallon Zelkova serrata, to be placed behind sidewalk, behind curb, approximately 60 feet from centerline of 7th Street, in planter area next to YARTS bus stop. Tree is for shading bus stop users; bench is for use of bus stop patrons. Property owner will maintain and irrigate tree, per attached maintenance agreement with County. County will oversee tree planting and bench placement.

22. IS THERE ANY REFERENCE NO.
    Has any other Caltrans Department reviewed your plans? ☐ YES ☑ NO

23. IS ANY WORK BEING DONE ON APPLICANT'S PROPERTY? ☑ YES ☐ NO
    (If "YES," briefly describe in section #21, and attach site and grading plans.)

24. ORGANIZATION OR APPLICANT NAME (Print or Type)
    Mariposa County Public Works

25. BUSINESS PHONE
    (209) 966-5356

26. ARCHITECT, ENGINEER OR PROJECT MANAGER NAME (Print or Type)
    Gwen Foster, Project Manager

27. BUSINESS PHONE
    (209) 966-5356

28. BUSINESS ADDRESS (Include City and Zip Code)
    4639 Ben Hur Road, Mariposa, CA 95338

29. AUTHORIZED SIGNATURE
    James Petropoulos

30. PRINT OR TYPE NAME
    Director

31. TITLE
    9-22-2003

32. DATE

ATTACHMENT #1
April 21, 2005

Dana Hertfelder
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Dear Mr. Hertfelder:

Your encroachment permit application for the planting of street tree, installation of concrete bench, connection of irrigation line, and erosion and weed control in vicinity of proposed tree and bench within State Route 140 right of way in the County of Mariposa has been reviewed and we have the following comments:

1. The County of Mariposa shall enter into an agreement for maintenance and landscape area within State Highway 140 right of way before issuance of encroachment permit.
2. Provide 10 copies of approved plans (11” X 17”) for landscaping and bench stamped and signed by a Landscape Architect, Architect or Engineer.
3. Tree species should be Chinese Pistache.

If you have any question, please contact Eddie Diwata, Permit Engineer, at (209) 948-7899 or me at (209) 948-3819.

Sincerely,

[Signature]
ALEX MENOR
District 10 Permit Engineer

[Redacted]
Joe Valdez, File

“Caltrans improves mobility across California”

ATTACHMENT # 3
AGREEMENT FOR MAINTENANCE 
WITHIN STATE HIGHWAY RIGHT OF WAY

THIS AGREEMENT is made and executed effective this 21st day of October, 2003, by 
and between the State of California, acting through its Department of Transportation, 
hereinafter referred to as "STATE", and the County of Mariposa, hereinafter referred to as 
"COUNTY".

WITNESSETH

A. RECITALS:

1. The parties desire to work together to allocate the respective obligations of the 
   parties relative to new constructed improvements added within STATE’s right-of-
   way by Permit #1002-NCS-0673.

2. This Agreement addresses COUNTY responsibility for sidewalks, and painting on 
curbs and parking restriction signs (collectively the “Improvements”) constructed 
within State highway right-of-way on State Routes 49 & 140 as shown on Exhibit A, 
attached to and made a part of this Agreement.

B. AGREEMENT:

In consideration of the mutual covenants and promises herein contained, COUNTY 
and STATE agree as follows:

1. COUNTY will submit a one time encroachment permit application for COUNTY 
   maintenance functions as required by this AGREEMENT and will submit 
   individual encroachment permit applications for repair activities with excavations 
greater than one foot in depth and obtain those necessary encroachment permits 
prior to the start of any repair work within STATE right-of-way.

2. COUNTY contractors will also obtain all necessary encroachment permits prior to 
   the start of any work within STATE’s right-of-way.

3. COUNTY agrees, at COUNTY expense, to do the following:

   a) To keep STATE’s drainage gutters, drainage inlets and storm drain pipes free 
of deleterious material resulting from work on the pedestrian areas.

   b) To maintain all sidewalks within the AGREEMENT limits of the STATE 
   Highway Right-of-Way, as shown on Exhibit A, at COUNTY expense. 
   Maintenance includes, but is not limited to, concrete repair and replacement, 
   the removal of dirt, debris, graffiti, weeds, and any deleterious item or material 
on or about the sidewalks in an expeditious manner.
c) To maintain all curb painting and to reimburse STATE for its costs for STATE performed curb painting if mutually agreed to in a subsequent agreement or contract.

d) To maintain all parking restrictions signs.

e) This Agreement does not include removal of snow and ice from sidewalk by COUNTY or STATE (to be performed by adjacent property owners).

f) To perform periodic inspections of sidewalks to ensure that sidewalks are safe for users.

g) To grind or patch vertical variations in elevation of sidewalks in an expeditious manner such that an acceptable walking surface is maintained.

h) To repair breaks, holes or other damage to sidewalks which are hazardous to pedestrians in an expeditious manner such that an acceptable walking surface is maintained.

i) To allow random inspection of sidewalks and signs by a STATE representative.

4. STATE agrees to:

a) Provide COUNTY with timely written notice of unsatisfactory conditions that require correction by COUNTY.

b) Issue encroachment permits to COUNTY and COUNTY's contractors at no cost to COUNTY or COUNTY's contractors.

c) Ensure that the costs of relocation, reconstruction or replacement of sidewalks, resulting from future public and private projects are borne by the parties responsible for these activities that result in the need to relocate, reconstruct or replace the sidewalks.

C. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this agreement, or affect the legal liability of either party to the Agreement by imposing any standard of care respecting the design, construction & maintenance of these STATE highway improvements or COUNTY facilities different from the standard of care imposed by law.

2. It is understood and agreed that neither STATE, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work performed by COUNTY under this Agreement. It is also understood and agreed that, pursuant to Governmental Code Section 895.4, COUNTY shall defend, indemnify and save harmless the STATE, and all of its officers 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 COUNTY under and in connection with any work performed by COUNTY under this Agreement.
3. It is understood and agreed that neither COUNTY, nor any officer or employee thereof is 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 performed by STATE under this Agreement. It is also understood and agreed that, pursuant to Governmental Code Section 895.4, STATE shall defend, indemnify and save harmless the COUNTY, and all of its officers 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 STATE under and in connection with any work performed by STATE under this Agreement.

4. COUNTY waives any and all rights to any type of express and implied indemnity against STATE, its officers and employees arising from any work performed by COUNTY under this Agreement.

D. TERM OF AGREEMENT

THIS AGREEMENT shall become effective on the date shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties.

COUNTY OF MARIPOSA

By ______________________________
ROBERT C. STEWART
Chair, Board of Supervisors

Attest:

MARGIE WILLIAMS
Clerk of the Board of Supervisors
Mariposa County, California

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

JEFF MORALES
Director of Transportation

By ______________________________
DINAH N. BORTNER
Deputy District Director
Maintenance and Operation

APPROVED AS TO FORM:

JEFFREY G. GREEN
County Counsel

APPROVED AS TO FORM & PROCEDURE

WILLIAM BASSETT
Attorney
Department of Transportation
RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes _ No X )
Resolution adopting agreement of maintenance within State Highway right of way for Mariposa Town Sidewalks adjacent to State Highways and County Roads, Project Number 95-42, and authorizing the Chair to execute the Agreement.
Affected areas are:
- West side of Highway 140 from the YARTS Bus Stop at 7th to 10th Street
- West side of Highway 140 from 13th to Highway 49 North, and
- South side of Highway 49 North from Highway 140 to the Yosemite Bank/Miner's Inn driveway
--all as shown on the project plans included with the agreement in ATTACHMENT 2.

Caltrans is requiring the County execute an agreement to maintain the proposed sidewalks that will fall within the State Highway once they are constructed. Caltrans will issue the encroachment permit once the agreement is executed.

Under this agreement, the County would maintain the sidewalks within the State Highway Right of Way, as they would maintain those along County roads or on County property. There would still be a need for the County to submit an encroachment permit for maintenance activity. Caltrans would not reimburse the County for the work. Snow or ice removal from the sidewalks would not be either Caltrans or County responsibility per this agreement. County Counsel reviewed the agreement, per ATTACHMENT 3.

Funding for construction of the sidewalk project is included in the STIP (State Transportation Improvement Program) in the amount of $650,000. Funding for maintenance of the sidewalk will come from the road fund.
BACKGROUN AND HISTORY OF BOARD ACTIONS:
The Board adopted a resolution executing agreements for STIP funds for right of way, design and construction of the Mariposa Town highway sidewalks on July 27, 1999 and executed an agreement with Roger Stephens on November 2, 1999, and October 2, 2001, for the design work. On January 22, 2002, the Board reviewed the design and discussed a proposed delegated maintenance agreement. On August 27, 2002, the Board approved advertisement and award of the project. (Bids opened Thursday, October 3, 2002). Caltrans developed a new agreement, because the proposed sidewalks are all new construction and the County had not yet agreed to take over maintenance of both the downtown sidewalks and these new sidewalks. The delegated maintenance agreement is commonly applied to existing sidewalks that the County would agree to maintain.
LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without the agreement, Caltrans may not issue an encroachment permit.
The project must be awarded by February 28, 2003, or the funding will be lost.

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COSTS:
A. Budgeted current FY
B. Total anticipated costs
C. Required additional funding
D. Internal transfers

SOURCE:
A. Unanticipated revenues
B. Reserve for contingencies
C. Source description:
Balance in Reserve for Contingencies, if approved:

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
1. Layout Plan, Highway Sidewalks Project
2. Agreement for Maintenance Within State Highway Right of Way
3. Memo from Jeff Green regarding agreement
*will be ongoing cost for maintenance following completion of project

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CLERK’S USE ONLY:
Res. No.: Ord. No.: Absent: Approved: ( ) Denied ( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

DATE: ATTEST: MARGIE WILLIAMS, Clerk of the Board County of Mariposa, State of California
By: Deputy

COUNTY ADMINISTRATIVE OFFICER’S RECOMMENDATION:
This item on agenda as:
Recommended Not Recommended
For Policy Determination Submitted with Comment
Returned for Further Action

Comment:

C.A.O. Initials: 

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Action Form Revised 5/92