

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA #: \*C-3

AGENDA DATE: August 30, 2016

**SUBJECT:**

Approval of the Agreement for Sale of Conservation Credits with Sacramento River Ranch, LLC and Approval to Authorize Payments to Sacramento River Ranch, LLC and River Partners for Environmental Mitigation Measures on the Santa Fe Avenue Bridge over the Tuolumne River Bridge Project

**BOARD ACTION AS FOLLOWS:**

No. 2016-463

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST: Elizabeth King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: \*C-3

AGENDA DATE: August 30, 2016

CEO CONCURRENCE:

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of the Agreement for Sale of Conservation Credits with Sacramento River Ranch, LLC and Approval to Authorize Payments to Sacramento River Ranch, LLC and River Partners for Environmental Mitigation Measures on the Santa Fe Avenue Bridge over the Tuolumne River Bridge Project

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**STAFF RECOMMENDATIONS:**

1. Approve the Agreement for Sale of Conservation Credits with Sacramento River Ranch, LLC.
2. Authorize the Public Works Director to sign the agreement for Sale of Conservation Credits with Sacramento River Ranch, LLC.
3. Authorize payments of \$173,900 to Sacramento River Ranch, LLC and \$146,500 to River Partners for environmental mitigation measures on the Santa Fe Avenue Bridge over the Tuolumne River Bridge Project.

**DISCUSSION:**

The Santa Fe Avenue Bridge over the Tuolumne River is a major north/south arterial road near Empire. The bridge is located approximately 1.0 miles south of State Route 132 and serves as a link between Empire and the City of Hughson. The bridge serves approximately 10,000 vehicles per day with 10% of those vehicles being trucks.

The Santa Fe Avenue Bridge was built in 1947 and is currently rated by Caltrans as functionally obsolete. Additionally, the bridge is deemed to be seismically deficient and therefore does not meet current seismic design standards. As a result, Caltrans has determined that replacement of the bridge is a more feasible option than retrofitting the bridge to meet current seismic and geometric design standards.

The current structure is narrow having a width of only 24 feet curb to curb and allows for two travel lanes with no shoulder on either side. The proposed replacement structure will have two 12 feet travel lanes, with 8 feet shoulders, and a 12 feet center median lane to accommodate safe turning movements to and from existing driveways located at both ends of the bridge.

As a result of the environmental phase of this project, it was determined that the proposed construction of the Santa Fe Avenue Bridge would cause impacts to the environment throughout and adjacent to the project site. Unavoidable impacts to the riparian habitat and to the Valley Elderberry Longhorn Beetle (VELB) were identified by technical studies. Therefore,

**Approval of the Agreement for Sale of Conservation Credits with Sacramento River Ranch, LLC and Approval to Authorize Payments to Sacramento River Ranch, LLC and River Partners for Environmental Mitigation Measures on the Santa Fe Avenue Bridge over the Tuolumne River Bridge Project**

it is necessary to execute the Agreement for Sale of Conservation Credits with Sacramento River Ranch, LLC and to also make environmental mitigation payments to Sacramento River Ranch, LLC and to River Partners. A conservation credit provides for the replanting of VELB plants and supportive riparian vegetation in a protected area that is conserved indefinitely.

The payment of \$173,900 to the Sacramento River Ranch, LLC Conservation Bank will purchase 47 conservation credits that are needed to mitigate the impacts to the VELB, which is a Federally protected endangered species, that will result from the implementation of the proposed project improvements. This mitigation is a result of the Section 7 Consultation with the U.S. Department of Fish and Wildlife Service (USFWS) and the associated Biological Opinion issued by the USFWS to support the National Environmental Policy Act document.

The payment of \$146,500 to the River Partners will create one acre of riparian habitat restoration per the attached scope of work. This payment and riparian habitat restoration is needed to mitigate the impacts to Waters of the United States and the State of California that will result from the implementation of the proposed project improvements. This mitigation is required by the 1602 permit issued by the California Department of Fish and Wildlife for construction of the project.

The Project is scheduled to be advertised for construction bids in the spring of 2017 and construction is scheduled to begin in the late summer of 2017.

**POLICY ISSUE:**

The Board of Supervisors is required to approve agreements with outside agencies and organizations and to authorize payments to these entities. If the Board elects to decline the agreement and payments for these environmental mitigations, construction of the project improvements will not be allowed to proceed. Declining the agreement would be in violation of State and Federal laws and regulations.

**FISCAL IMPACT:**

The total cost for these environmental mitigation payments is \$320,400 and are reimbursable costs using available Highway Bridge Program funds. Funding is available in the Fiscal Year 2016-2017 Public Works Road Projects budget.

<b>Cost of recommended action:</b>	\$ 320,400
<b>Source(s) of Funding:</b>	
Highway Bridge Program Funds	<u>\$ 320,400</u>
<b>Funding Total:</b>	<u>320,400</u>
<b>Net Cost to County General Fund</b>	<u><u>                    </u></u>

<b>Fiscal Year:</b>	2016-2017
<b>Budget Adjustment/Appropriations needed:</b>	No

Approval of the Agreement for Sale of Conservation Credits with Sacramento River Ranch, LLC and Approval to Authorize Payments to Sacramento River Ranch, LLC and River Partners for Environmental Mitigation Measures on the Santa Fe Avenue Bridge over the Tuolumne River Bridge Project

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well-Planned Infrastructure System by replacing a functionally obsolete and seismically deficient bridge in Stanislaus County.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

**CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153

**ATTACHMENT(S):**

1. Agreement for Sale of Conservation Credits (Sacramento River Ranch VELB Conservation Bank)
2. Agreement with River Partners for Environmental Mitigation Measures

ATTACHMENT 1

AGREEMENT FOR SALE OF CONSERVATION CREDITS (SACRAMENTO RIVER  
RANCH VELB CONSERVATION BANK)

**AGREEMENT FOR SALE OF CONSERVATION CREDITS  
RIVER RANCH VELB CONSERVATION BANK  
SERVICE File No. 08ESMF00-2014-F-0574**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between SACRAMENTO RIVER RANCH, LLC (Bank Owner) and the COUNTY OF STANISLAUS (Project Applicant), jointly referred to as the "Parties," as follows:

**RECITALS**

A. The Bank Owner has developed the River Ranch VELB Conservation Bank (Bank) located in Yolo County, California; and

B. The Bank was approved by the United States Fish and Wildlife Service (Service) on June 9, 2005, and is currently in good standing with this agency; and

C. The Bank Owner has received approval from the Service to offer valley elderberry longhorn beetle conservation credits (Conservation Credits) for sale as compensation for the loss of the federally listed valley elderberry longhorn beetle's habitat as specified in the Conservation Bank Agreement through the River Ranch VELB Conservation Bank Agreement (Bank Agreement); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact listed Valley Elderberry Longhorn Beetle habitat, and seeks to compensate for the loss of Valley Elderberry Longhorn Beetle habitat by purchasing Conservation Credits from Bank Owner; and

E. Project Applicant has been authorized by the Service under File No. 08ESMF00-2014-F-0574 to purchase 47 Conservation Credits at a Service-approved conservation bank upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank Owner and Bank Owner desires to sell to Project Applicant 47 Conservation Credits.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Bank Owner hereby agrees to sell to Project Applicant and Project Applicant hereby purchases from Bank Owner 47 Conservation Credits for the purchase price of \$173,900.00 (Purchase Price), in accordance with the terms hereof. The Purchase Price for the Conservation Credits shall be paid by wire transfer of funds or by check payable to "Sacramento River Ranch, LLC." Upon receipt of the Purchase Price, Bank Owner will deliver to Project Applicant an executed Bill of Sale in the form attached hereto as Exhibit "B."

2. The sale and transfer of the Conservation Credits described herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Conservation Credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Conservation Credits sold to Project Applicant. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by all state or federal jurisdictional agencies.

4. The Conservation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must deliver the Purchase Price to Bank Owner within 30 days of the date of this Agreement. After the 30-day period this Agreement be considered null and void and Bank Owner shall have no further obligations hereunder.

6. Upon purchase of the Conservation Credits specified above, Bank Owner shall complete the payment receipt form attached hereto as Exhibit "C", and shall submit the completed payment receipt to the Service.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**BANK OWNER:**

**PROJECT APPLICANT:**

**SACRAMENTO RIVER RANCH, LLC**

**COUNTY OF STANISLAUS**

By: \_\_\_\_\_

By: \_\_\_\_\_


Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL  
BY**

  
**DATE: 8-26-16**

**APPROVED**

**SERVICE:**

This Agreement fulfills the Conservation Measure to purchase 47 valley elderberry longhorn beetle habitat credits to compensate for removing 60 elderberry shrubs with 115 stems greater than one-inch in diameter at ground level, as specified under the Service's Biological Opinion, File No. 08ESMF00-2014-F-0574 dated January 15, 2015.

**UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



**Exhibit "A"**

**DESCRIPTION OF PROJECT  
TO BE  
MITIGATED**

The County of Stanislaus, in cooperation with California Department of Transportation, proposes to replace the existing two-travel lane, eight-span reinforced concrete T-girder structure with a three-span 520-foot long by 55-foot wide, cast-in-place pre-stressed concrete box-girder bridge. The Santa Fe Avenue Bridge, which crosses the Tuolumne River just east of the City of Modesto, connects the nearby communities of Empire and Hughson in central Stanislaus County.

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**Exhibit "B"**

**BILL OF SALE**

**Contract # RRVCB-16-\_\_**

**Service File No. 08ESMF00-2014-F-0574**

In consideration of One Hundred Seventy-Three Thousand Nine Hundred and No/100ths Dollars (\$173,900.00), receipt of which is hereby acknowledged, SACRAMENTO RIVER RANCH, LLC (Bank Owner) does hereby bargain, sell and transfer to the COUNTY OF STANISLAUS (Project Applicant) 47 Valley Elderberry Longhorn Beetle Conservation Credits in the River Ranch VELB Conservation Bank in Yolo County, California, developed, and approved by the U. S. Fish and Wildlife Service.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Owner covenants and agrees with the Project Applicant to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

SACRAMENTO RIVER RANCH, LLC

By: \_\_\_\_\_

Name:

Its:

Exhibit "C"

**RIVER RANCH VELB CONSERVATION BANK  
VALLEY ELDERBERRY LONGHORN BEETLE CREDITS: PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: COUNTY OF STANISLAUS  
Address: 1716 Morgan Road, Modesto, CA 95358  
Telephone: (209) 525-4130  
Contact: Matt Machado

PROJECT INFORMATION

Project Description: Santa Fe Avenue over Tuolumne River Bridge Replacement  
Service File Number: 08ESMF00-2014-F-0574  
Habitat Affected: 60 elderberry shrubs  
Credits Required: 47 valley elderberry longhorn beetle credits  
Payment Amount: \$173,900.00  
Project Location: Santa Fe Avenue over Tuolumne River Bridge  
County: Stanislaus  
Address: n/a

PAYMENT INFORMATION

Payee: SACRAMENTO RIVER RANCH, LLC  
Payer: COUNTY OF STANISLAUS  
Amount: One Hundred Seventy-Three Thousand Nine Hundred and No/100ths Dollars (\$173,900.00)  
Method of Payment: Cash \_\_\_\_\_ Check# \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT 2

Agreement with River Partners for Environmental Mitigation Measures

**AGREEMENT BETWEEN**  
**RIVER PARTNERS**  
**AND**  
**THE COUNTY OF STANISLAUS**

This AGREEMENT is made by and between RIVER PARTNERS, a California non profit corporation, 580 Vallombrosa Ave., Chico, California 95926 ("CONTRACTOR") and the COUNTY OF STANISLAUS ("COUNTY"), 1716 Morgan Road, Modesto, CA 95358.

The parties agree as follows:

1. COUNTY and CONTRACTOR understand that the COUNTY has a need to secure mitigation for the loss of riparian habitat by planting and maintaining 1.0 acre of habitat at Dos Rios Ranch in Stanislaus County, CA over the next three years. All activities related to this project will be completed in accordance with the attached project Scope of Work (see Exhibit "A", attached). The CONTRACTOR agrees to perform this work and guarantee performance until 2019.
2. CONTRACTOR shall furnish all necessary materials, equipment labor and supplies to perform the work described in Exhibit A on 1.0 acre of habitat at Dos Rios Ranch in Stanislaus County, CA.
3. CONTRACTOR agrees to allow the COUNTY annual site visits to verify performance
4. PRICE: COUNTY shall pay CONTRACTOR for the performance of the Work in the amount of \$146,500 within 30 days of signature of the AGREEMENT.
5. CONTRACTOR'S NOTICE: CONTRACTORS are required by law to be licensed and regulated by the State Contractors' License Board, which has jurisdiction to investigate complaints against CONTRACTORS if a complaint regarding a patent act or omission is filed within 4 years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a CONTRACTOR may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, California 95826.

COUNTY OF STANISLAUS,  
a political subdivision of the State of  
California

RIVER PARTNERS,  
a California non-profit corporation


By \_\_\_\_\_  
MATT MACHADO, Director  
Stanislaus County Public Works  
"COUNTY"

By \_\_\_\_\_  
  
JOHN CARLON, President  
"CONTRACTOR"

Date August 23, 2016  
Contractor's License No.: 858059

**APPROVED AS TO FORM:**  
**STANISLAUS COUNTY COUNSEL**

BY

  
DATE: 8-26-16

## EXHIBIT "A" SCOPE OF WORK

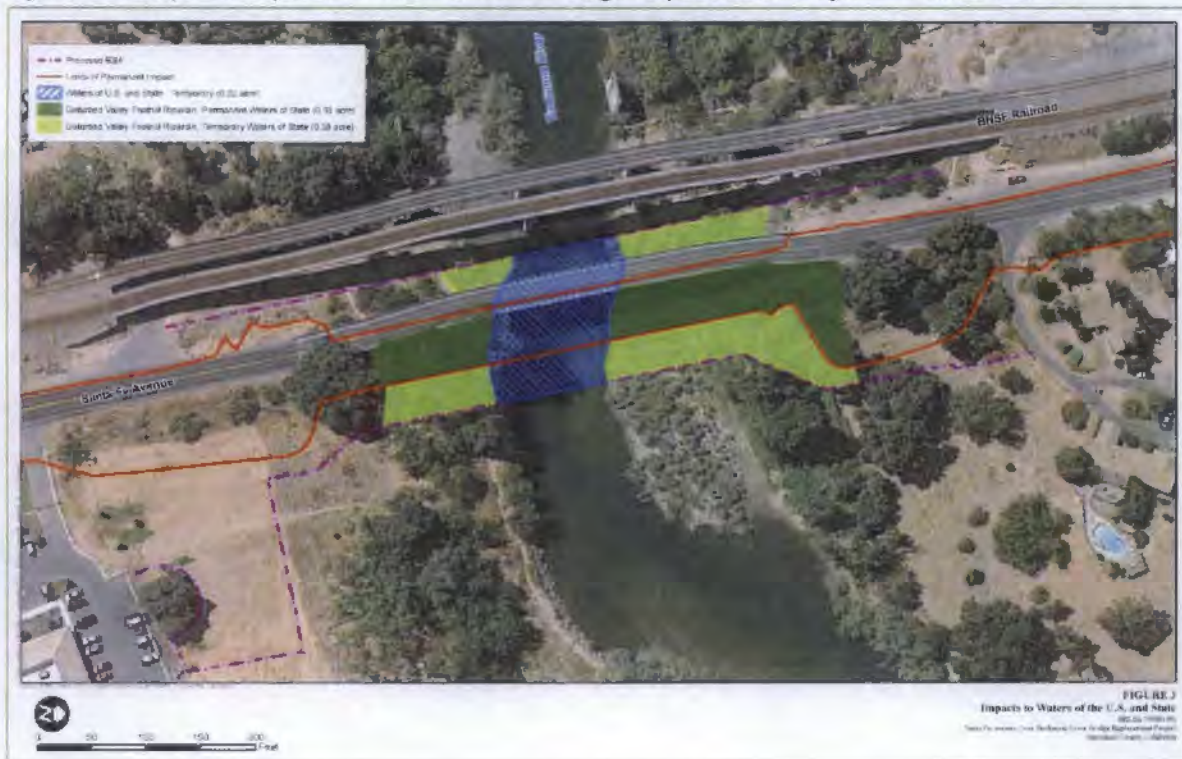
Project Brief:  
Tuolumne River Riparian Habitat Mitigation Project at Dos Rios Ranch  
Stanislaus County, California

Prepared by: River Partners  
Contact: Maggie Boberg, [mboberg@riverpartners.org](mailto:mboberg@riverpartners.org) (209)872-3744

### Background:

Stanislaus County has provided summary information to River Partners regarding the riparian habitat impacts associated with the proposed Santa Fe Bridge Replacement Project on the Tuolumne River. The anticipated impacts are depicted below. River Partners has prepared this project brief to support mitigation planning for Stanislaus County.

Figure 1. Anticipated Impacts from the Santa Fe Bridge Replacement Project – Tuolumne River



River Partners will develop 1 acre of riparian habitat at the Dos Rios Ranch in Stanislaus County (Figure 2). The proposed mitigation area is located along the Tuolumne River at RM 2.5 (left bank) and will provide shaded riverine aquatic habitat along the Tuolumne River to meet the mitigation needs for this project (assumed to total 0.03 acres). The ranch is underlain by a perpetual conservation easement held by the Tuolumne River Trust. A comprehensive riparian habitat restoration plan for Dos Rios Ranch has been developed to support permitting of the implementation of restoration activities. Mitigation funding would pay for the implementation of 1 acre of this larger conservation project.

Since 1997, partners including the USFWS, CDFW, CDWR, USDA NRCS, River Partners, Tuolumne River Trust, and the Endangered Species Recovery Program at CSU Stanislaus have been working collaboratively to design and implement habitat restoration projects that support multi-species recovery and are consistent with the objectives of the flood management community. To date, over 3,100 acres of floodplain lands have been restored to high quality riparian habitat in this area at the San Joaquin River National Wildlife Refuge and Dos Rios Ranch. Wildlife recovery has been monitored by the ESRP,

USFWS, and Point Blue Conservation Science. The response of wildlife to this restoration has been tremendous with expansion of breeding populations of a number of T&E species.

Figure 2. Mitigation Area Location Map – Dos Rios Ranch



**Scope of Work:**

River Partners will implement a riparian habitat restoration project for 1 acre and will monitor the project performance. A minimum of 0.03 acres will be shaded riverine habitat. The restoration efforts and performance criteria are further defined below.

**Planning** – River Partners will provide a riparian habitat mitigation plan suitable for submission to the relevant wildlife agencies. The habitat mitigation plan will guide the efforts and goals of the restoration project. The planning document will encompass the area identified in Figure 3, below. A thorough planning process will begin once the project is underway. The planning document will include planting patterns that reflect the habitat necessary to sustain and enhance riparian obligate wildlife populations. These patterns will include the native plant species identified in Table 1, below.

A final plan will be provided to Stanislaus County for their files. River Partners expects to receive their Central Valley Flood Protection Board (CVFPB) permit for the proposed work by that time.

**Table 1. Plant Species**

Common Name	Scientific Name
<b>Tree Species</b>	
Arroyo Willow	<i>Salix lasiolepis</i>
Black willow	<i>Salix goodingii</i>
Box-elder	<i>Acer negundo</i>
Fremont cottonwood	<i>Populus fremontii</i>
Oregon ash	<i>Fraxinus latifolia</i>
Sandbar willow	<i>Salix exigua</i>

Valley Oak                      *Quercus lobata*

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**Shrub Species**

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Blackberry                      *Rubus ursinus*

Buttonbush                      *Cephalanthus occidentalis*

California rose                      *Rosa californica*

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**Herbaceous  
Species**

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Baltic rush                      *Juncus balticus*

Creeping wild rye                      *Elymus triticoides*

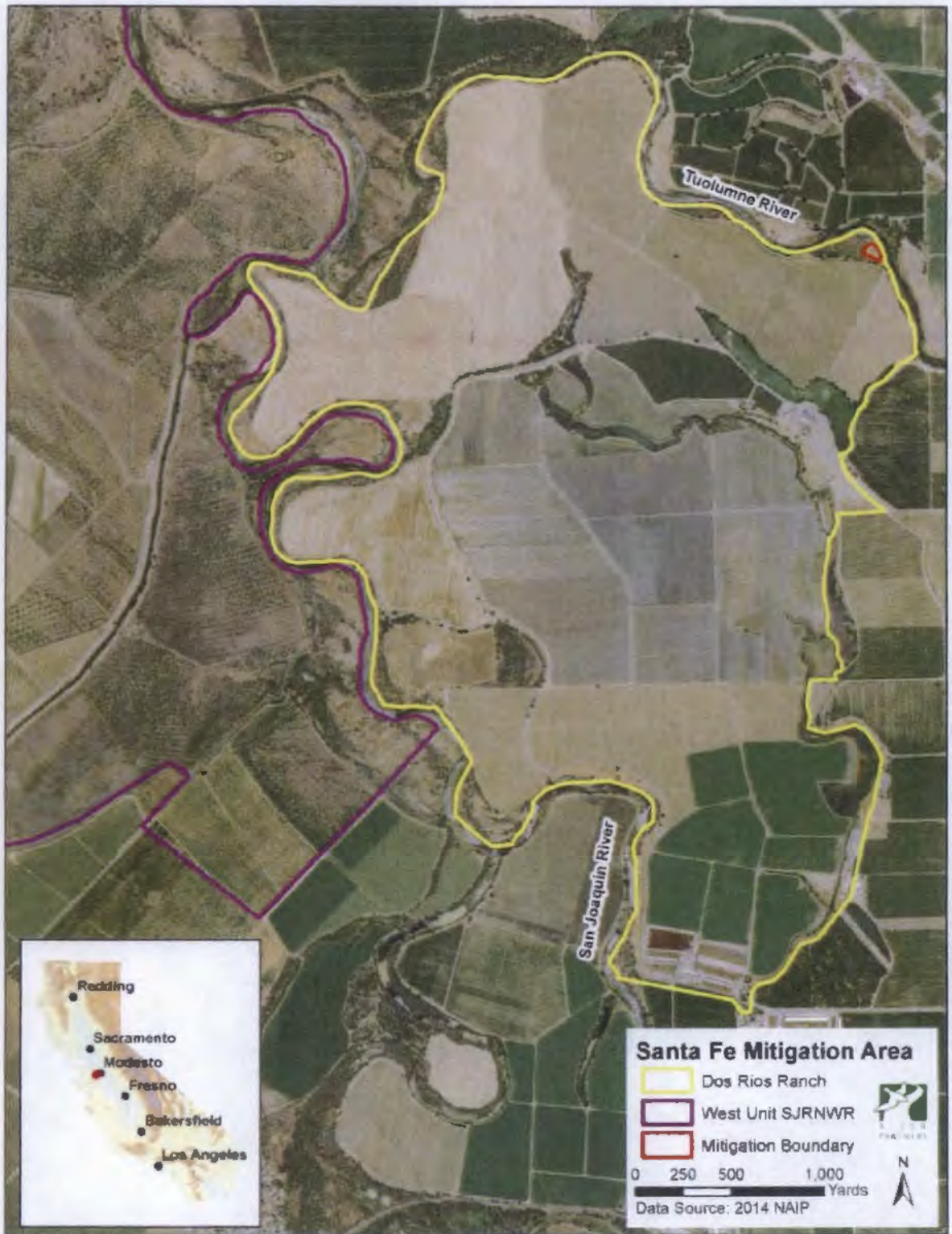
Golden Rod                      *Euthamania occidentalis*

Mugwort                      *Artemisia douglasiana*

Santa Barbara  
sedge                      *Carex barbarae*

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**Figure 3. Project Location Map**

This project is located within the Dos Rios Ranch project boundary and nearby the San Joaquin River National Wildlife Refuge. River Partners has been engaged in restoration at these sites since 2012 and 2002, respectively.

**Site Preparation** – River Partners will install a drip irrigation system designed specifically for the mitigation area, and clear weeds and debris in preparation of planting.

**Planting** – River Partners will plant the mitigation area with native species per the riparian habitat mitigation plan. All plant material will be propagated from locally-sourced material to preserve the genetic diversity of the site.

**Maintenance** – River Partners will operate the drip irrigation system as needed for three growing seasons to promote the establishment of the desired vegetation. River Partners will monitor and treat invasive weed growth on and around the mitigation area to ensure successful establishment of native vegetation.

**Monitoring & Reporting** – River Partners will monitor the site qualitatively and quantitatively to guide adaptive management of the site and to measure progress relative to the performance metrics in the plan. Annual reports will be prepared in fall of each project year, and a final project report will be prepared at the end of the maintenance period. The reports will be submitted to Stanislaus County by December 31 of each project year.

**Schedule:**

Assuming a project start in fall 2016 and three years of maintenance and monitoring, the project would be completed by fall 2019. Extended periods of negotiation for plan approval, delayed receipt of permits, or extended monitoring requirements could extend the timeline and cost of this proposal.

	2016	2017			2018				2019				
	Fall	Wi	Sp	Su	Fall	Wi	Sp	Su	Fall	Wi	Sp	Su	Fall
Planning													
Site Preparation													
Planting													
Maintenance													
Monitoring					X				X				X

**Project Budget:**

The table below shows budgeted costs by task identified in the above scope of work. These costs reflect only the cost of tasks included in the scope of work, River Partners does not accept responsibility for maintenance or costs incurred due to act of God scenarios including continued extreme drought.

SERVICE	COST
Planning	\$12,000
Site Preparation	\$10,000
Planting	\$30,500
Maintenance	\$55,000
Monitoring	\$39,000
<i>Total</i>	\$146,500