

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: February 25, 2014

FROM: ^{YDS} KEN GREHM / PETER KRAATZ

SUBJECT: **BRIDGE REPLACEMENT PROJECT ON DOWD ROAD OVER YANKEE SLOUGH, WETLAND MITIGATION CONTRACTS**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Public Works Director to sign and execute a Purchase Agreement with Wildlands, Inc. for vernal pool preservation credits, in a total amount not to exceed \$88,000, with County Counsel's and Risk Management's review and approval, and with no net County cost;

BACKGROUND / SUMMARY

The Department of Public Works is proposing to replace the existing bridge on Dowd Road at Yankee Slough under the Federal Highway Bridge Program (HBP). The project will replace the existing structurally deficient bridge which is deteriorating and does not meet current design standards. The proposed bridge and improved approaches will bring this bridge into compliance with current structural, geometric, and hydraulic guidelines.

A Biological Opinion for this project was issued by the United States Fish and Wildlife Service (USFWS) on August 17, 2010, as part of the National Environmental Policy Act (NEPA) process. Since that time the project has been revised to accommodate additional hydraulic requirements required by the Central Valley Flood Protection Board. These requirements included raising the roadway and bridge approximately 5 feet to accommodate sufficient clearance over the 100-year flood water surface in Yankee Slough and result in adverse impacts to vernal pool crustaceans (endangered species).

The USFWS re-issued the Biological Opinion on October 24, 2013, outlining mitigation measures for these endangered species which include a purchase of 0.262 vernal pool preservation credits from a USFWS approved conservation bank to compensate for loss of vernal pool habitat. The Western Placer Schools Conservation Bank developed by Wildlands Inc. is a USFWS approved bank with available vernal pool credits for purchase within the service area of the project.

ENVIRONMENTAL

The Board approved the Subsequent Initial Study/ Mitigated Negative Declaration (IS/MND) prepared for this project, pursuant to the California Environmental Quality Act (CEQA) with State Clearing House No. 2009032002, on May 7, 2013. The revalidation of the National Environmental Policy Act (NEPA) was completed by Caltrans on November 6th, 2013.

FISCAL IMPACT

The total cost of the project is estimated to be \$4,500,000. The project is funded through the Federal Highway Bridge Program (88.53%) and the County Road Fund (11.47%). There are sufficient funds available in the FY 2013-14 and future fiscal year budgets for the work to be performed under contract. There is no net cost to the County.

Attachments: Resolution, Location Map, Copy of Purchase Agreement

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of:

Resol. No: _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE PUBLIC WORKS DIRECTOR TO SIGN AND
EXECUTE A PURCHASE AGREEMENT WITH
WILDLANDS INC., FOR THE PURCHASE OF VERNAL
POOL PRESERVATION CREDITS FOR THE DOWD
ROAD OVER YANKEE SLOUGH BRIDGE
REPLACEMENT PROJECT.**

The following Resolution was duly passed by the Board of Supervisors of the County of Placer
at a regular meeting held on _____ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

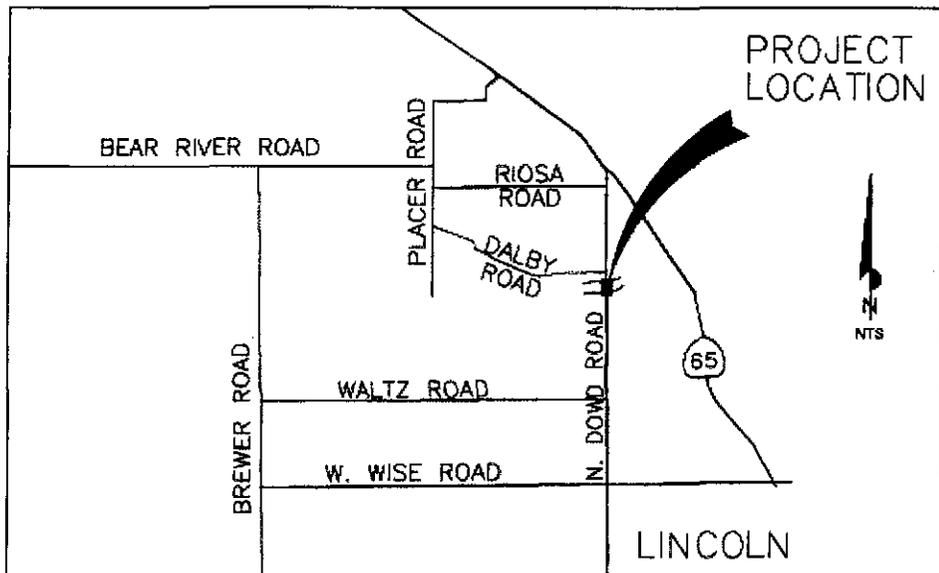
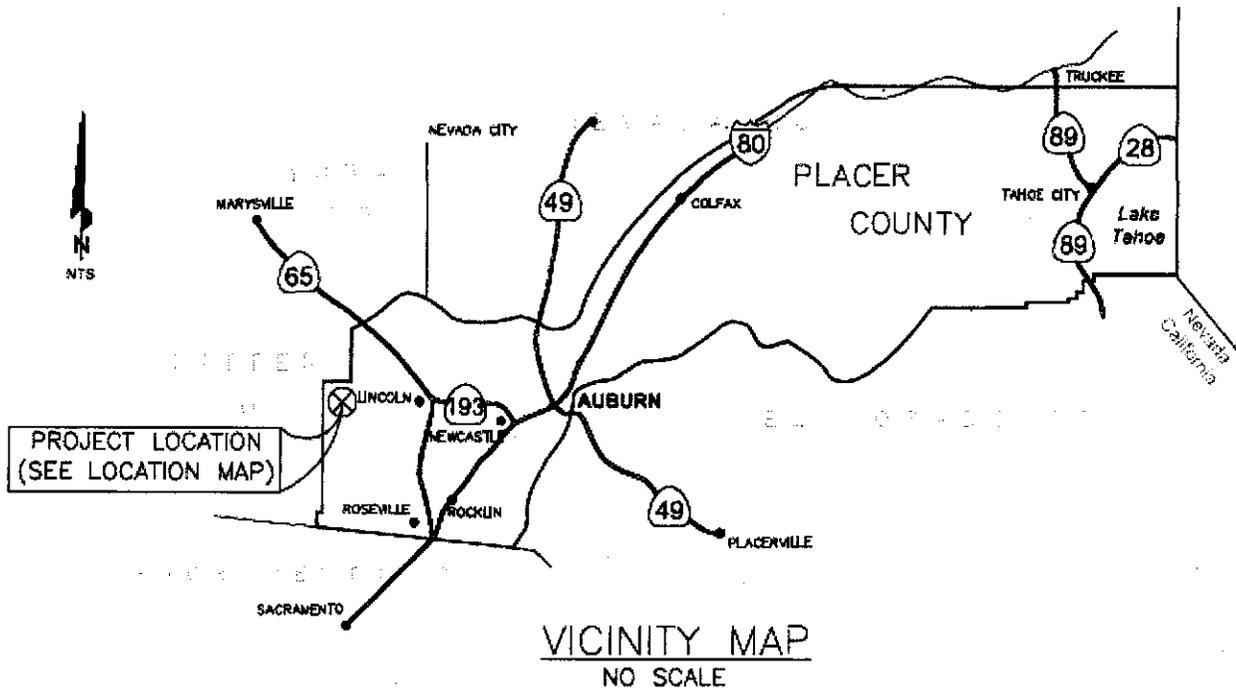
Chair, Board of Supervisors

Attest:
Clerk of said Board

**NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of
Placer, State of California, that this Board approves and authorizes the Director of Public
Works to sign and execute a Purchase Agreement with Wildlands, Inc for an amount not
to exceed \$88,000 with County Counsel's and Risk Management's review and approval.**

LOCATION MAP

DOWD ROAD BRIDGE REPLACEMENT PROJECT OVER YANKEE SLOUGH



"Copy"

**AGREEMENT FOR SALE OF VERNAL POOL CREDITS
WESTERN PLACER SCHOOLS CONSERVATION BANK
USFWS File No. 81420-2010-F-0198-R001-1**

This Agreement is entered into this ____ day of _____, 2014, by and between WILDLANDS, INC. (Banker) and the COUNTY OF PLACER (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

A. The Banker has developed the Western Placer Schools Conservation Bank (Bank) located in Placer County, California; and

B. The Bank was approved by the U.S. Fish and Wildlife Service (USFWS) on October 27, 2006, and is currently in good standing with that said agency; and

C. The Bank has received approval from the Service to offer vernal pool preservation credits for sale as specified in the Western Placer Schools 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 vernal pool crustacean habitat, and seeks to compensate for the loss of vernal pool crustacean habitat by purchasing vernal pool preservation credits from Bank; and

E. Project Applicant has been authorized by USFWS (Reinitiated Biological Opinion File No. 81420-2010-F-0198-R001-1 dated October 24, 2013) to purchase 0.262 vernal pool preservation credits from a USFWS-approved conservation bank to compensate for the loss of vernal pool crustacean habitat; and

F. Project Applicant desires to purchase from Banker and Banker desires to sell to Project Applicant 0.27 vernal pool preservation credits.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Banker hereby sells to Project Applicant and Project Applicant hereby purchases from Banker 0.27 vernal pool preservation credits (Credits) for the purchase price of \$87,750.00 (Purchase Price). The Purchase Price for the Credits shall be paid by wire transfer of funds or by check payable to "Wildlands, Inc." Upon receipt of the Purchase Price, Banker will deliver to Project Applicant an executed Bill of Sale in the form attached hereto as Exhibit "B."

2. The sale and transfer 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 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 credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Banker shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant.

Banker shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The 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 Banker within 30 days of the date of this Agreement. After the 30 day period this Agreement be considered null and void and Banker shall have no further obligations hereunder.

6. Upon purchase of the Credits specified above, Banker shall submit to the parties listed in the Notices section of the Bank Agreement copies of the: a) Agreement for Sale of Vernal Pool Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated inventory ledger. The updated inventory ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) USFWS File Number; vi) USACE File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory ledger should include all sales data from bank opening/establishment to the present.

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

BANKER:

WILDLANDS, INC.

By: _____ Date: _____
Name:
Its:

PROJECT APPLICANT:

COUNTY OF PLACER

By: _____ Date: _____
Name:
Its:

APPROVED

USFWS:

This Agreement fulfills the conservation measure for the purchase of vernal pool preservation credits for direct and indirect impacts to 0.131 acre of vernal pool crustacean habitat compensated at a 2:1 ratio, as specified under the Biological Opinion, USFWS File No. 81420-2010-F-0198-1 dated August 17, 2010 and as amended by reinitiation of formal consultation, USFWS File No. 81420-2010-F-0198-R001-1 dated October 24, 2013.

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

By: _____

Title: _____

Dated: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

The existing Dowd Road Bridge at Yankee Slough is located northwest of the City of Lincoln in an unincorporated area of west Placer County, between Dalby Road to the north and Waltz Road to the south.

The proposed project will replace the existing concrete slab bridge along Dowd Road at Yankee Slough, just south of Dalby Road, with a single span, precast, prestressed, voided concrete slab bridge. The new bridge and roadway approaches will accommodate two lanes of traffic. The design speed for Dowd Road will be 65 miles per hour.

The existing bridge is a reinforced concrete slab supported on diaphragm abutments with spread footings. Excessive structural deflection was observed in the bridge in 2005, so a temporary bent was installed at mid-span and later replaced with temporary supports buttressed against the abutments to prevent further structural deterioration and collapse. The existing bridge dimensions are approximately 26 feet (ft) long and 20 ft wide.

The new bridge will be a precast, prestressed, voided concrete slab measuring 65 ft long and 36 ft wide. The bridge will carry two, 12 ft lanes, and two, 4 ft wide shoulders with a standard Caltrans bridge rail.

The bridge will be raised a minimum of 3 ft above the 100 year flood, to meet Central Valley Flood Protection Board requirements which are intended to allow free flow of stream debris and reduce the extend of flooding at this location. The top of the deck of the new bridge will be approximately 5 ft higher than the existing bridge. Roadside ditches along the approaches will be regraded.

The proposed bridge deck will be supported on concrete seat type abutments supported by cast-in-drilled hole concrete piles. The new bridge abutments will be located behind the existing abutments outside the Yankee Slough channel. The roadway approach fill side-slopes will vary from 2H:1V to 4H:1V and the abutment slopes in front of the abutment will be no steeper than 1.5H: 1V.

Approximately 345 cubic yards of rock slope protection will be utilized along the face of the abutment fills and at the roadside ditch outfalls to protect against scour and erosion.

To avoid significantly impacting the arm of Yankee slough, parallel to and approximately 20 ft from the proposed edge of pavement, a standard retaining wall will be constructed on the north east side of the bridge.

The proposed roadway profile at the intersection of Dowd Road and Dalby Road is higher than the existing Dalby Road profile by approximately 6 inches. This intersection will be designed to meet current standards.

Approximately four to five overhead utility poles are in conflict with the proposed project and will need to be relocated. The poles carry electrical and telecommunications lines and will be relocated laterally within the proposed project limits.

If funding is available, the project may include approximately 300 ft of roadway widening between Dalby Road and the recently completed reconstruction of Dowd Road which was part of the State Route 65 Bypass project.

Exhibit "B"

BILL OF SALE

Contract # WPSCB-14-____

USFWS File No. 81420-2010-F-0198-R001-1

In consideration of \$87,750.00, receipt of which is hereby acknowledged, WILDLANDS, INC. (Banker) does hereby bargain, sell and transfer to the COUNTY OF PLACER (Project Applicant) 0.27 Vernal Pool Preservation Credits in the Western Placer Schools Conservation Bank in Placer County, California, developed, and approved by the U.S. Fish and Wildlife Service.

Banker 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.

Banker covenants and agrees with the buyer 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: _____

WILDLANDS, INC.

By: _____

Name:

Its:

Exhibit "C"

**WESTERN PLACER SCHOOLS CONSERVATION BANK
VERNAL POOL CREDITS: PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: County of Placer
Address: 3091 County Center Drive, Suite 220, Auburn, CA 95603
Telephone: (530) 745-7553
Contact: Jean Hanson, Department of Public Works

PROJECT INFORMATION

Project Description: Dowd Road Bridge Replacement at Yankee Slough
USFWS File Number: 81420-2010-F-0198-R001-1 USACE File # _____
Habitat Affected: 0.131 acre vernal pool
Credits Required: 0.262 required; 0.27 purchased
Payment Amount: \$87,750
Project Location: Dowd Road Bridge over Yankee Slough
County: Placer
Address: n/a

PAYMENT INFORMATION

Payee: WILDLANDS, INC.
Payer: COUNTY OF PLACER
Amount: Eighty-Seven Thousand Seven Hundred Fifty and No/100ths Dollars (\$87,750.00)
Method of Payment: Cash _____ Check# _____ Other _____

(Signature)

Name: _____
Title: _____
Date: _____

