

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: February 14, 2012
FROM: ^{YO} KEN GREHM / KEVIN ORDWAY
SUBJECT: COOK RIOLO ROAD AT DRY CREEK BRIDGE REPLACEMENT PROJECT

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to enter into and execute an agreement, with County Counsel and Risk Management review and approval, with Wildlands, Inc., up to an amount of \$90,000, to purchase riparian mitigation credits at the Sacramento River Ranch Wetlands Mitigation Bank for the Cook Riolo Road Bridge Replacement project.

BACKGROUND / SUMMARY

The Department of Public Works is planning to replace the existing bridge on Cook Riolo Road over Dry Creek. The bridge structure is deteriorated and subject to frequent flooding and the roadway approaches to the bridge do not meet current standards. The project is being completed under the Federal Highway Bridge Program (HBP). The future bridge will have two 12-foot lanes for traffic; two 4-foot shoulders and a dedicated 10-foot pedestrian/bikeway that will have a concrete barrier between the vehicle traffic and the pedestrians/bicycles. Your Board authorized the Department of Public Works to advertise for bids for the project on January 10, 2012.

Per the project's approved environmental documents, the Department of Public Works must mitigate for impacts to riparian woodland along Dry Creek. As on-site planting for mitigation is not feasible, the California Department of Fish and Game has approved the purchase of mitigation credits through the Sacramento River Ranch Wetlands Mitigation Bank, which is owned and operated by Wildlands, Inc. Sacramento River Ranch Wetlands Mitigation Bank is the only Mitigation Bank approved to offer riparian woodland mitigation credits for the project location area.

ENVIRONMENTAL

The Board of Supervisors certified and approved the Initial Study / Mitigated Negative Declaration (IS/MND) with the required findings and mitigations under CEQA on January 13, 2009. The project was granted a Categorical Exclusion under NEPA on August 27, 2008.

FISCAL IMPACT

The estimated cost to purchase riparian mitigation credits is \$90,000. The project is funded through the Federal HBP Program (80-88.53%) and a combination of County Road Funds and Fee Mitigation Programs (11.47-20%). There is sufficient funding available in the FY 11/12 budget for this agreement.

attachments: Resolution
Draft Agreement

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

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ENTER INTO AND EXECUTE AN AGREEMENT, WITH COUNTY COUNSEL & RISK MGMT REVIEW & APPROVAL, WITH WILDLANDS, INC., UP TO AN AMOUNT OF \$90,000, TO PURCHASE RIPARIAN MITIGATION CREDITS AT THE SACRAMENTO RIVER RANCH WETLANDS MITIGATION BANK FOR THE COOK RIOLO ROAD AT DRY CREEK BRIDGE REPLACEMENT PROJECT.

Resol. No:.....

Ord. No:.....

First Reading:.....

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chair, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that the Board authorizes the Director of Public Works to enter into and execute an agreement, with County Counsel & Risk Management review and approval, with Wildlands, Inc., up to an amount of \$90,000, to purchase riparian mitigation credits at the Sacramento River Ranch Wetlands Mitigation Bank for the Cook Riolo Road Bridge Replacement project.

RIVER RANCH WETLANDS MITIGATION BANK

AGREEMENT FOR SALE OF
WETLAND MITIGATION CREDITS

[Agency & File Number]

This Agreement is made and entered into this _____ day of _____, 2012 by and between WILDLANDS, INC. (Bank Owner) and _____, (Project Proponent) as follows:

RECITALS

A. The Bank Owner has developed the River Ranch Wetlands Mitigation Bank (Bank) located in Yolo County California; and

B. The Bank has been developed under Nationwide Permit #27 ID #SPK-2007-00418, issued by the United States Army Corps of Engineers (Corps) and pursuant to a Mitigation Bank Enabling Instrument dated August 25, 2010, and has received the approval of the Corps (ID #SPK-2007-00418), California Department of Fish and Game (CDFG) (File # 1802-2007-0041-02), and the United States Environmental Protection Agency (EPA) to operate as a Mitigation Bank with compensatory credits available for sale; and

C. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact waters of the United States thereon, and seeks to compensate for the loss of wetland habitat by purchasing compensatory credits from Bank Owner; and

D. Project Proponent has been authorized by [Agency & File Number] to purchase from the Bank Owner _____ acres of 404 riparian credits; and

E. Project Proponent desires to purchase from Bank Owner and Bank Owner desires to sell to Project Proponent _____ acres of 404 riparian credits.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Owner _____ acres of 404 riparian credits for the purchase price of \$ _____ .00. Upon receipt of the purchase price, the Bank Owner will then deliver to Project Proponent an executed Bill of Sale in the

manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by wire transfer of funds according to written instructions by Bank Owner to Project Proponent, or by check payable to Wildlands, Inc.

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent 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 Proponent shall have no obligation whatsoever by reason of the purchase of the compensatory 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. As required by law, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any compensatory credits sold to Project Proponent. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the compensatory credits, by all state or federal jurisdictional agencies. Bank Owner hereby shall indemnify Project Proponent of and from all such liabilities and obligations.

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

5. Project Proponent must exercise his/her/its right to purchase within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void.

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

BANK

WILDLANDS, INC.

By: _____
Name:
Its:

PROJECT PROPONENT

PROJECT PROPONENT

By: _____
Name:
Its:

Exhibit "B"
BILL OF SALE
Contract #RRWMB-12-_____
[Agency & File Number]

In consideration of \$ _____, receipt of which is hereby acknowledged, WILDLANDS, INC. (Bank Owner) does hereby bargain, sell and transfer to _____ acres of 404 riparian credits, for the _____ Project, in the River Ranch Wetlands Mitigation Bank in Yolo County California, developed and approved under the authority of the United States Army Corps of Engineers.

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 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:

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Revised: