

YOLO HABITAT CONSERVANCY

AGENDA

January 24, 2022



BOARD MEMBERS

GARY SANDY, COUNTY OF YOLO
DON SAYLOR, COUNTY OF YOLO
WILL ARNOLD, CITY OF DAVIS
DAWNTE EARLY, CITY OF WEST SACRAMENTO
PIERRE NEU, CITY OF WINTERS
VICTORIA FERNANDEZ, CITY OF WOODLAND
MATT DULCICH, UNIVERSITY OF CALIFORNIA, DAVIS

THIS MEETING WILL OCCUR BY TELECONFERENCE

TELECONFERENCE OPTIONS TO JOIN ZOOM MEETING:

By Computer: <https://yolocounty.zoom.us/j/92675319807>

Meeting ID: 926 7531 9807

OR

By Phone: (408) 638-0968

Meeting ID: 926 7531 9807

Further instructions on how to electronically participate can be found in the
PUBLIC PARTICIPATION note at the end of this agenda.

Alexander Tengolics
Executive Director

Philip J. Pogledich
County Counsel

5:30 P.M. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda Order
4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.
5. Board Correspondence

CONSENT AGENDA

6. Approve authorization for remote (teleconference/videoconference) meetings by finding, pursuant to Assembly Bill 361, that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) local officials continue to recommend measures to promote social distancing
7. Approve November 15, 2021 meeting minutes
8. Receive and file year to date fiscal update
9. Approve first amendment to Agreement No. 21-04 with the Yolo Resource Conservation District increasing total compensation by \$246,000 for a total of \$321,000 through June 30, 2026 for Valley Elderberry restoration activities
10. Approve second amendment to agreement with Triangle Properties increasing the total compensation amount by \$10,110 for total compensation of \$164,580 for restoration activities on the Reiff property

REGULAR AGENDA

11. Authorize the Executive Director to take necessary actions to finalize the purchase of the remaining 26.4 mitigation credits on Chickahominy Ranch 1 at a price of \$7,000 per credit for a total of \$184,800
12. Elect Chair and Vice-Chair
13. Executive Director's Report

ADJOURNMENT

Next meeting scheduled for: March 21, 2022

I declare under penalty of perjury that the foregoing agenda was posted January 21, 2022 by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California.
- On the YHC website: www.yolohabitatconservancy.org

By: _____
Lupita Ramirez, Deputy Clerk

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting at (530) 666-8195.

PUBLIC PARTICIPATION INSTRUCTIONS:

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID-19 virus, please do the following:

1. You are strongly encouraged to observe the Yolo Habitat Conservancy meeting via computer: <https://yolocounty.zoom.us/j/92675319807>, Meeting ID: 926 7531 9807 or phone in via 1-408-638-0968 Meeting ID: 926 7531 9807.
2. If you are joining the meeting via zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3 minutes (subject to change).

Yolo Habitat Conservancy
Meeting Date: 01/24/2022

Information

SUBJECT

Approve authorization for remote (teleconference/videoconference) meetings by finding, pursuant to Assembly Bill 361, that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) local officials continue to recommend measures to promote social distancing

Attachments

Staff Report
Attachment A. Health Officer Memo

Form Review

Form Started By: Alexander Tengolics
Final Approval Date: 01/20/2022

Started On: 01/18/2022 12:05 PM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Will Arnold, Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Approve authorization for remote (teleconference/videoconference) meetings by finding, pursuant to Assembly Bill 361, that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) local officials continue to recommend measures to promote social distancing

Date: January 24, 2022

REQUESTED ACTIONS:

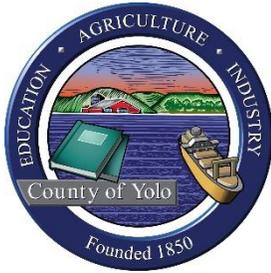
1. Approve authorization for remote (teleconference/videoconference) meetings by finding, pursuant to Assembly Bill 361, that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) local officials continue to recommend measures to promote social distancing.

BACKGROUND:

The requested action is required by Assembly Bill 361 to continue meeting remotely during a declared state of emergency. It includes a finding that social distancing measures continue to be recommended, consistent with the attached memorandum from the County Health Officer (Attachment A). This finding (or a finding that meeting in person would present imminent health and safety risks) is required on a monthly basis.

ATTACHMENTS:

Attachment A. Health Officer Memo



COUNTY OF YOLO

Health and Human Services Agency

Karen Larsen, LMFT
Director

Aimee Sisson, MD, MPH
Health Officer

MAILING ADDRESS
137 N. Cottonwood Street • Woodland, CA 95695
www.yolocounty.org

Date: January 4, 2022

To: All Yolo County Boards and Commissions

From: Dr. Aimee Sisson, Health Officer

Subject: Remote Public Meetings

On September 22, October 20, and November 20, 2021, I issued memoranda recommending remote meetings. The case rate in Yolo County has increased significantly since the November 20 memorandum, and the current case rate represents high community transmission. In the context of high community transmission, I recommend meetings be held remotely whenever possible. I am re-issuing the earlier memorandum with updated COVID-19 case rate data.

In light of the ongoing public health emergency related to COVID-19 and the high level of community transmission of the virus that causes COVID-19, the Yolo County Public Health Officer recommends that public bodies continue to meet remotely to the extent possible. Board and Commissions can utilize the provisions of newly enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, the grounds for the remote meeting recommendation include:

- The continued threat of COVID-19 to the community. As of January 4, 2022, the case rate is 32.3 cases per 100,000 residents per day. This case rate is considered “High” under the Centers for Disease Control and Prevention’s (CDC) framework for assessing community COVID-19 transmission; and
- The unique characteristics of public governmental meetings, including the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges of ensuring compliance with safety requirements and recommendations at such meetings.

Meetings that cannot feasibly be held virtually should be held outdoors when possible, or indoors only in small groups with face coverings, maximal physical distance between participants, use of a portable HEPA filter (unless comparable filtration is provided through facility HVAC systems), and shortened meeting times.

Davis

600 A Street
Davis, CA 95616
Mental Health (530) 757-5530

West Sacramento

500 Jefferson Boulevard
West Sacramento, CA 95605
Service Center (916) 375-6200
Mental Health (916) 375-6350
Public Health (916) 375-6380

Winters

111 East Grant Avenue
Winters, CA 95694
Service Center (530) 406-4444

Woodland

25 & 137 N. Cottonwood Street
Woodland, CA 95695
Service Center (530) 661-2750
Mental Health (530) 666-8630
Public Health (530) 666-8645

This recommendation is based upon current conditions and available protective measures. The Public Health Officer will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

Yolo Habitat Conservancy
Meeting Date: 01/24/2022

Information

SUBJECT
Approve November 15, 2021 meeting minutes

Attachments

Attachment A. November 15, 2021 Minutes

Form Review

Form Started By: Alexander Tengolics
Final Approval Date: 01/19/2022

Started On: 01/18/2022 10:20 AM

YOLO HABITAT CONSERVANCY

November 15, 2021

MINUTES

The Yolo Habitat Conservancy Board met on the 15th day of November, 2021, via [teleconference](#) at 5:30 p.m. pursuant to Government Code Section 54953(e)(1) (as amended by Assembly Bill 361), available at the following [link](#).

Present: Will Arnold
Mayra Vega
Dawnte Early-West
Pierre Neu
Gary Sandy
Matt Dulcich (non-voting)

Absent: Don Saylor

Staff Present: Alexander Tengolics, Executive Director
Kimberly Hood, County Counsel
Charlie Tschudin, Assistant Planner
Julie Dachtler, Clerk

Attendees: Jeanette Wrynski, Yolo County Resource Conservation District (RCD)

5:30 P.M. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda Order

Minute Order No. 21-19: Approved agenda order.

MOTION: Sandy / SECOND: Neu

AYES: Arnold, Early-West, Neu, Sandy, Vega.

ABSENT: Saylor.

4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.

There was no public comment.

5. Board Correspondence

There was no Board Correspondence.

CONSENT AGENDA

Minute Order No. 21-20: Approved Consent Agenda Item Nos. 6-9.

MOTION: Neu / SECOND: Sandy
AYES: Arnold, Early-West, Neu, Sandy, Vega.
ABSENT: Saylor.

6. Approve September 20, 2021 meeting minutes

Approved September 20, 2021 meeting minutes on Consent.

7. Approve authorization for remote (teleconference/videoconference) meetings by finding, pursuant to Assembly Bill 361, that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) local officials continue to recommend measures to promote social distancing

Approved recommended action on Consent.

8. Approve 2022 Board meeting calendar

Approved recommended action on Consent.

9. Receive and file year to date fiscal update

Approved recommended action on Consent.

REGULAR AGENDA

10. Executive Director's Report

The Executive Director reported the following:

- The Conservancy finished recording the Correll and the Peabody East and West Conservation Easements, the first properties funded through Section 6 US Fish and Wildlife grant we received. The total of the grant was \$5 million and \$1.2 million went towards the conservation easements.
- Working to schedule the audit for the prior fiscal year for January, 2022, along with the annual report
- Regarding the implementation of the Yolo Habitat Conservancy Implementation Advisory Committee, all members have been appointed. Following the appointment of the West Sacramento member, they will be scheduling a meeting in a few weeks

ADJOURNMENT

Next meeting scheduled for: January 24, 2022

Yolo Habitat Conservancy
Meeting Date: 01/24/2022

Information

SUBJECT
Receive and file year to date fiscal update

Attachments

Staff Report
Attachment A. Fiscal Report

Form Review

Form Started By: Alexander Tengolics
Final Approval Date: 01/20/2022

Started On: 01/18/2022 10:34 AM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Will Arnold, Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Receive and file year to date fiscal update

Date: January 24, 2022

REQUESTED ACTIONS:

1. Receive and file year to date fiscal update

BACKGROUND:

As part of the Conservancy’s regular financial updates to the Board, staff provides a fund-level financial report (Attachment A). This report includes year to date (January 2022) revenues and expenditures. Of note:

- Revenues in the Mitigation Fee Fund exceed budget and expenditures are under budget year-to-date. Current Mitigation Fee Fund revenues are approximately \$1.3m with expenditures of approximately \$142,000.
- Grant revenues year to date are \$67,897. The current balances of the 2021 California Department of Fish and Wildlife Local Assistance Grants for the Cache Creek reserve unit and mapping activities is \$114,070 and \$42,318, respectively; staff will be submitting the Q2 invoices shortly. Staff is in the process of submitting the final invoices and report for the Wildlife Conservation Board grant. There is currently a balance of \$33,767 remaining on the grant; staff does not anticipate that the entire remaining balance will be utilized.

Additionally, below is an update on the Operational and Budget Goals for FY21-22. Generally, the Conservancy is on track to meet the established goals.

Goal	Status
Close at least five easements and fully expend and close the Mitigation Trust Account	The Conservancy has closed three easements with another easement set to be recorded shortly.

Complete development and implementation of permitting, reserve system, and monitoring database	Staff has completed the framework of the database and is in the process of populating the database.
Complete transition of endowment funds to a community foundation	Staff is finalizing the agreements and hopes to complete the transfer of funds within the next 30 days.
Engage the Department of Water Resources on matters related to mitigation credit agreements including the West Sacramento Area Flood Control Agency pilot mitigation credit agreement	Staff has engaged the West Sacramento Area Flood Control Agency and its consultant team to understand the status of negotiations with the California Department of Fish and Wildlife and coordinate review of the mitigation credit agreement.

ATTACHMENTS:

Attachment A. Fiscal Report



FY21-22 Year to Date Fiscal Report (January 2022)

Fund #	Description	Beginning Balance	Revenue (Actual)	Revenue (Budgeted)	Expenditure (Actual)	Expenditure (Budgeted)	Actual Revenue vs. Expenditure	Current Balance	Revenue Budget to Actual	Expenditure Budget to Actual
6944	Mitigation Fee Fund	\$ 485,930	\$ 1,319,412	\$ 1,500,000	\$ (141,825)	\$ (1,410,000)	\$ 1,177,588	\$ 1,663,518	88%	10%
	<i>Revenues</i>									
	Fees and Permits		\$ 1,184,031	\$ 1,500,000					79%	
	Other Misc. Revenues		\$ 135,381	\$ -					N/A	
	<i>Expenditures</i>									
	Insurance-public liability				\$ (500)	\$ (500)				100%
	Prof & Sec Svc - auditing and accounting				\$ (9,000)	\$ (40,000)				23%
	Prof & Sec Svc - Legal					\$ (20,000)				0%
	Prof & Sec Svc - Other				\$ (132,324)	\$ (710,000)				19%
	Board Meeting Stipends					\$ (8,000)				0%
	Easements - Non Depreciable					\$ (350,000)				0%
	Loan Repayment					\$ (213,523)				0%
	Contingency					\$ (67,977)				0%
6945	Mitigation Account Fund	\$ 737,411	\$ -	\$ 10,000	\$ (8,000)	\$ (753,386)	\$ (8,000)	\$ 729,411	0%	1%
	<i>Revenues</i>									
	Interest		\$ 1,479	\$ 10,000					15%	
	<i>Expenditures</i>									
	Prof & Spec Svc - Legal									
	Prof & Spec Svc - Other									
	Easements - Non Depreciable				\$ (8,000)	\$ (753,386)				1%
6946	Grant Fund	\$ 128,846	\$ 67,796	\$ 133,792	\$ (11,847)	\$ (100,000)	\$ 55,949	\$ 184,794	51%	12%
	<i>Revenues</i>									
	Interest		\$ (102)							
	Other revenue- State		\$ 67,897	\$ 133,792					51%	
	<i>Expenditures</i>									
	Prof & spec svc-other				\$ (11,847)	\$ (100,000)				12%
6948	Post Permit Endowment	\$ 32,204	\$ 23,134	\$ 40,000	\$ -	\$ -	\$ 23,134	\$ 55,338	58%	N/A
	<i>Revenues</i>									
	Fees and Permits		\$ 23,067	\$ 39,000					59%	
	Interest		\$ 67	\$ 1,000					7%	
6949	Other Revenue Fund	\$ 23,876	\$ 27,374	\$ 25,000	\$ -	\$ (25,000)	\$ 27,374	\$ 51,250	109%	0%
	<i>Revenues</i>									
	Fees and Permits		\$ 27,374	\$ 25,000						
	<i>Expenditures</i>									
	Prof & spec svc-other					\$ (25,000)				
All Funds		\$ 1,408,266	\$ 1,437,716	\$ 1,708,792	\$ (161,672)	\$ (2,288,386)	\$ 1,276,045	\$ 2,684,311	84%	7%

Yolo Habitat Conservancy
Meeting Date: 01/24/2022

Information

SUBJECT

Approve first amendment to Agreement No. 21-04 with the Yolo Resource Conservation District increasing total compensation by \$246,000 for a total of \$321,000 through June 30, 2026 for Valley Elderberry restoration activities

Attachments

Staff Report
Attachment A. Amendment
Attachment B. Scope of Work

Form Review

Form Started By: Alexander Tengolics
Final Approval Date: 01/20/2022

Started On: 01/19/2022 11:13 AM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Will Arnold, Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Approve first amendment to agreement with the Yolo Resource Conservation District increasing total compensation by \$246,000 for a total of \$321,000 through June 30, 2026 for Valley Elderberry restoration activities

Date: January 24, 2022

REQUESTED ACTIONS:

1. Approve first amendment to agreement with the Yolo Resource Conservation District increasing total compensation by \$246,000 for a total of \$321,000 through June 30, 2026 for Valley Elderberry restoration activities.

BACKGROUND:

The Yolo Habitat Conservancy previously entered into an agreement with the Yolo Resource Conservation District (RCD) for easement management and monitoring services. The scope of work for these services contemplated the implementation of restoration and management projects on reserve system properties as funds are developed through grant acquisition, with funds provided by the Conservancy, or funds from other sources. The Conservancy is proceeding with a Valley Elderberry (VELB) restoration project on the Correll site to mitigate covered activities impacting VELB, specifically the Pioneer Village development in Woodland. Per the Conservancy's VELB mitigation policy, the Conservancy is responsible for identifying and developing plans and specifications for restoration sites and five years of post-construction irrigation, maintenance, and monitoring; with the applicant being responsible for elderberry shrub transplantation and planting a specified amount of elderberry shrub native associates.

The RCD has drafted a restoration and planting plan for the restoration project under the existing agreement's scope of work. Staff is recommending the agreement be amended (Attachment A) to increase the total funding by \$246,000 to cover the cost of the five years of post-construction irrigation, maintenance, and monitoring as well as an additional contingency of \$50,000 to cover other anticipated VELB restoration projects in the near future as described in the scope of work (Attachment B).

ATTACHMENTS:

Attachment A. Amendment

Attachment B. Scope of Work



AGREEMENT NO. _____

First Amendment to Agreement with the Yolo County Resource Conservation District

THIS FIRST AMENDMENT to the May 17, 2021 Agreement (“First Amendment”) is made this 24th day of January 2022 by and between the Yolo Habitat Conservancy (“the Conservancy”), and Yolo County Resource Conservation District (“Consultant”), who agree as follows:

AMENDMENT

1. Paragraph 2 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Consultant shall provide the perform the services described in **Attachment A** and **Attachment B**.

2. Paragraph 3 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

Total compensation to Consultant shall not exceed ~~\$75,000~~ \$321,000. Hourly rates shall not increase during the term of this Agreement.

3. Except as modified by this First Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this First Amendment by affixing their signatures hereafter.

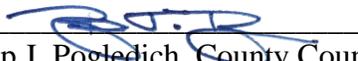
YOLO HABITAT CONSERVANCY

YOLO COUNTY RESOURCE
CONSERVATION DISTRICT

By _____
Will Arnold, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Heather Nichols, Executive Director

Approved as to Form:

By  _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

phone: (530) 661-1688
www.yolorcd.org

SCOPE OF WORK AND BUDGET

TO DEVELOP A VALLEY ELDERBERRY LONGHORN BEETLE MITIGATION RESTORATION PLANTING PLAN AND PROVIDE MAINTENANCE AND MONITORING SERVICES AT THE YOLO HABITAT CONSERVANCY'S CORRELL PRESERVE

Background

The Yolo Habitat Conservancy (YHC) is a joint powers authority formed by the County of Yolo (County) and the Cities of Davis, West Sacramento, Winters, and Woodland to develop and implement the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP). The Yolo HCP/NCCP is intended to coordinate permitting and mitigation of 12 special-status plant and animal species and their habitats located in the County. The valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) or VELB, is a threatened invertebrate species listed under the Federal Endangered Species Act (ESA) and is one of the species covered by the Yolo HCP/NCCP. Elderberry (*Sambucus* spp.) is the host plant for VELB during their entire life cycle. Therefore, conservation of VELB requires the protection of elderberry shrubs and is the focus of VELB mitigation/conservation in the Yolo HCP/NCCP.

The Correll Preserve is a County-owned property within the Yolo HCP/NCCP preserve network used to provide habitat for HCP/NCCP covered species. The property has been identified as a VELB mitigation site by the YHC and will accommodate elderberry shrub transplants and associated plantings from permitted projects that require VELB mitigation per Avoidance and Minimization Measure (AMM) 12 of the Yolo HCP/NCCP. Among these is the Pioneer Village Project, which will plant 108 elderberry seedlings and other associated native riparian plants during the winter and early spring of 2022.

Prior to implementation of the Pioneer Village VELB mitigation, a VELB Mitigation Restoration Planting Plan is required in order to determine the suitability of the site, assess the availability of suitable habitat required to achieve mitigation requirements, and outline a comprehensive plan that can successfully accommodate the Pioneer Village project and other future projects. Once implemented, maintenance and monitoring services are required to ensure project success based on the provisions of the Restoration Planting Plan. This scope of work includes the development of a comprehensive VELB Mitigation Restoration Planting Plan and maintenance and monitoring services required for the Pioneer Village VELB mitigation project. Maintenance and monitoring of future VELB restoration projects at the Correll site will be conducted under separate scopes of work.

Location of Work

The Correll site is located in Woodland, California on County owned land at the end of County Road 96 (see map below). GPS of the planting site is at 38°42'17.00"N by 121°49'59.56"W with Cache Creek ~500 ft. north of the project site. The site is characterized by Valley Foothill Riparian and California Annual Grassland land covers and is infested with mustards, poison hemlock, and other broadleaf weeds.

Scope of Work Details

The project includes the development of a comprehensive VELB Mitigation Restoration Planting Plan for the Correll Preserve, which will incorporate all potential areas that have been identified as suitable for elderberry transplants and for planting of associated elderberry seedlings and other associated native riparian plants based on the provisions of AMM12. The project also includes maintenance and monitoring services for the elderberry seedlings and associated additional habitat plantings for the Pioneer Village project.



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

phone: (530) 661-1688
www.yolorcd.org

Task 1 Develop Correll Restoration Planting Plan Using Woodland Reiff Restoration Plan 2019 as a guideline, the Yolo County Resource Conservation District (YCRCD) will prepare a VELB restoration planting plan for the Correll site, consistent with Yolo HCP/NCCP requirements, to be provided to the project proponent prior to installation. The restoration planting plan will identify and graphically illustrate available habitat and assess the number of elderberry shrub transplants and associated species the site can accommodate based on site dimensions and spacing requirements per AMM12. The plan will describe transplantation techniques, including necessary equipment for extraction and transplanting, dimensions of basins, use of erosion control wattles, trimming of shrubs, and watering and other maintenance. The plan will include a list of potential associated native species and provide planting specifications. YCRCD will coordinate with YHC staff to confirm site dimensions and spacing.

Task 2. Maintain and Monitor the Pioneer Village VELB Mitigation Project

YCRCD will provide five years of post-implementation vegetation management and monitoring for successful establishment of the Pioneer Village VELB mitigation project. Site preparation, including vegetation clearing, soil preparation, possible fencing, installation of an irrigation system, and other pre-planting functions; the acquisition and planting of associated species, including protection tubes and cages, will be the responsibility of the project proponent.

Task 2.1 Implementation Oversight

YCRCD Project Manager and/or Field Manager will be present during preliminary site preparation and plant and irrigation installation to ensure Restoration is completed to specifications.

Task 2.2 Irrigation, Maintenance, and Monitoring

To ensure that the elderberry transplants, elderberry seedlings, and associated species meet the prescribed survival and growth criteria, growing plants will be monitored and plant health maintenance performed as needed over the course of five years. Activities include:

- Manage irrigation to plants for at least three years post-installation. Plants will be watered at least weekly during year one with increasing intervals as plants mature in years two and three.
- Check irrigation systems before and during each watering cycle to ensure that each plant is receiving adequate water delivery. If soil moisture is not reaching the root zones, then irrigation delivery rates and duration will be adjusted accordingly.
- Mow, weed-whack, or hand-remove invasive plants from project area at least once a year.
- Repair irrigation and maintain tanks and pumps as needed.
- Coordinate with water delivery service as needed.
- Inspect plants for damage by browsing and gnawing animals, including the areas below ground.
- Check tree protection tubes and cages and replace or repair faulty or broken tubes as needed.
- Conduct annual monitoring of the riparian habitat for the first three years, including qualitative assessment of habitat, photo-monitoring from permanent photo points, and making adaptive management recommendations as needed (reporting detailed in Task 2.3).
- Coordinate with project proponent to replant as needed in years two and three.
- Adaptive management (additional irrigation, replanting) as needed in years four and five.



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

phone: (530) 661-1688
www.yolorcd.org

Task 2.3 Reporting

RCD will report on monitoring annually for the first three years after planting or until success criteria have been achieved. YCRCR will coordinate and communicate closely with YHC on project activities and prepare quarterly invoices and reports. A monitoring report will be prepared, using the Woodland-Reiff monitoring report as guidance.

Task 3 Maintain and Monitor Other Anticipated VELB Mitigation Projects

RCD will work with YHC on additional VELB mitigation projects as they arise.

Timeline: November 2021- June 30, 2026.

Budget Summary

Task	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	TOTAL
1 Develop Correll Restoration Planting Plan						
Labor	\$1,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,700.00
Task 1 Subtotal	\$1,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,700.00
2.1 Implementation Oversight						
Labor	\$3,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,400.00
Task 2.1 Subtotal	\$3,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,400.00
2.2 Irrigation , Maintenance, and Monitoring						
Labor	\$12,305.00	\$28,870.00	\$21,194.00	\$15,485.00	\$10,704.00	\$88,558.00
Materials	\$840.00	\$600.00	\$500.00	\$300.00	\$300.00	\$2,540.00
Equipment	\$15,344.00	\$22,154.40	\$11,594.00	\$7,044.00	\$2,244.00	\$58,380.40
Travel	\$92.80	\$204.16	\$139.20	\$92.80	\$92.80	\$621.76
Task 2.2 Subtotal	\$28,581.80	\$51,828.56	\$33,427.20	\$22,921.80	\$13,340.80	\$150,100.16
2.3 Reporting						
Labor	\$1,480.00	\$3,848.00	\$3,976.00	\$4,064.00	\$4,192.00	\$17,560.00
Task 2.3 Subtotal	\$1,480.00	\$3,848.00	\$3,976.00	\$4,064.00	\$4,192.00	\$17,560.00
3 Maintain and Monitor Other Anticipated VELB Mitigation Projects						
Labor	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Task 2.3 Subtotal	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Total	\$85,161.80	\$55,676.56	\$37,403.20	\$26,985.80	\$17,532.80	\$222,760.16
Contingency 10%	\$8,516.18	\$5,567.66	\$3,740.32	\$2,698.58	\$1,753.28	\$22,276.02
GRAND TOTAL	\$93,677.98	\$61,244.22	\$41,143.52	\$29,684.38	\$19,286.08	\$245,036.18

Yolo Habitat Conservancy
Meeting Date: 01/24/2022

Information

SUBJECT

Approve second amendment to agreement with Triangle Properties increasing the total compensation amount by \$10,110 for total compensation of \$164,580 for restoration activities on the Reiff property

Attachments

Staff Report
Attachment A. Scope of Work
Attachment B. Amendment

Form Review

Form Started By: Alexander Tengolics
Final Approval Date: 01/20/2022

Started On: 01/19/2022 01:51 PM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Will Arnold Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Approve second amendment to agreement with Triangle Properties increasing the total compensation amount by \$10,110 for total compensation of \$164,580 for restoration activities on the Reiff property

Date: January 24, 2022

REQUESTED ACTIONS:

1. Approve second amendment to agreement with Triangle Properties increasing the total compensation amount by \$10,110 for total compensation of \$164,580 for restoration activities on the Reiff property
2. Adopt a finding that competitive bidding for the work described in the amendment to the agreement for restoration activities on the Reiff property would be inefficient; impractical and would not have produced any public advantage

BACKGROUND:

On January 27, 2020, the Yolo Habitat Conservancy Board approved an agreement with Triangle Properties for restoration activities (valley elderberry and native associates planting/transplanting) on the Reiff property. The initial agreement assumed that the County would repair the well on the site and that water would not need to be delivered to the site for irrigation purposes. However, due to a contested bid, the well on the site has not been repaired necessitating water deliveries to the site (Attachment A). The Executive Director allocated the existing contingency of \$6,650 and under their signing authority executed a first amendment to the agreement to increase funding by \$14,000, approximately 10% of the original contract amount, the maximum allowable under Public Contract Code without additional findings being made by the Governing Body to cover the costs of initial water deliveries.

Staff recommends the Board approve the attached second amendment to the agreement increasing the amount by an additional \$10,110, which will cover water deliveries in the current and next fiscal year (Attachment B). The cost of the additional work will exceed the 10% statutory change order limit pursuant to Public Contract Code §20137. Changes exceeding the statutory limit would ordinarily require competitive bidding. However, under *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App. 3d 631, competitive bidding is not required where such bidding would be unavailing and impractical and would not produce any public advantage. For the following reasons, competitive bidding for the

additional work would not produce any public advantage, and it is in the Conservancy's and public's best interest to work with existing Contractor on the project rather than competitively bidding these project changes as the current Contractor is responsible for the overall restoration and transplanting project, has installed the existing irrigation system, and is familiar with the irrigation needs of the restoration area.

ATTACHMENTS:

Attachment A. Scope of Work

Attachment B. Amendment





TRIANGLE PROPERTIES, INC.

License No. 1019754

2021 Scope and Cost

Yolo Habitat Conservancy Woodland-Reiff Site - Providing Water Source

This scope of work and cost is prepared by Triangle Properties, Inc. (Triangle) for providing water for the Elderberry Seedlings & Native Associates Planting Project at the Woodland-Reiff Site. All items included in this scope represent work associated with reconfiguring the existing irrigation to be sourced from a water tank and trucking water to the site twice monthly from mid-April through October 2021. A contingency item is also included to provide water once monthly in 2022.

Assumptions

- A water truck will be allowed to access the site as needed.
- Triangle will provide a 3,000 gallon water storage tank and reconfigure all existing irrigation mainlines to be sourced from the tank. The water tank is being provided at no cost.
- Triangle will provide 8,000-9,000 gallons of water twice monthly to irrigate plantings in 2021.
- A contingency cost is provided should drought conditions persist into 2022 and the need for additional water is anticipated. Third-year irrigation will include watering once monthly (approximately 10,000-11,000 gallons per watering event).
- Triangle is responsible for removal of all irrigation, including water tank, when it is determined to be no longer needed.

<u>Item 1</u>	<u>Mobilize Water Tank and Reconfigure Irrigation</u>	<u>\$2,200.00</u>
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(1) Deliver and setup 3,000 gallon water storage tank; and (2) Reconfigure irrigation mainline to water storage tank.

<u>Item 2</u>	<u>Water Delivery and Filling of Water Tank (2021 Irrigation Season)</u>	<u>\$19,600.00</u>
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(1) Provide 8,000-9,000 gallons of water twice monthly via water truck from mid-April through late-October.

<u>TOTALS</u>	<u>\$21,800.00</u>
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Contingency Item

<u>Item 3</u>	<u>Water Delivery and Filling of Water Tank (2022 Irrigation Season)</u>	<u>\$8,960.00</u>
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(1) Provide 10,000-11,000 gallons of water once monthly via water truck from early-May through early-October.

AGREEMENT NO. _____

**Second Amendment to Agreement with Triangle Properties, Inc. for Elderberry Seedlings
and Native Associates Planting Project for the Yolo HCP/NCCP**

THIS SECOND AMENDMENT to the January 27, 2020 Agreement with Triangle Properties, Inc. is entered into as of the 24th day of January 2022 by and between the Yolo Habitat Conservancy (“the Conservancy”), and Triangle Properties, Inc. (“Contractor”), who agree as follows:

AMENDMENT

1. The Agreement is hereby amended to include the attached scope and contingency. Total compensation to Contractor shall be increased by \$10,110 for a total of \$164,580.
2. Except as modified by this Second Amendment and by any previous amendments, the terms and conditions of the January 27, 2020 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Second Amendment by affixing their signatures hereafter.

YOLO HABITAT CONSERVANCY

CONTRACTOR

By _____
Will Arnold, Chair
Yolo Habitat Conservancy Board of Directors

By _____
Barry Baba, Habitat Resource Manager
Triangle Properties, Inc.

Approved as to Form:

By 
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Yolo Habitat Conservancy

Meeting Date: 01/24/2022

Information

SUBJECT

Authorize the Executive Director to take necessary actions to finalize the purchase of the remaining 26.4 mitigation credits on Chickahominy Ranch 1 at a price of \$7,000 per credit for a total of \$184,800

Attachments

Staff Report

Attachment A. Agreement

Attachment B. Biological Memo

Form Review

Form Started By: Alexander Tengolics

Started On: 01/20/2022 12:30 PM

Final Approval Date: 01/21/2022



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Will Arnold, Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Authorize the Executive Director to take necessary actions to finalize the purchase of the remaining 26.4 mitigation credits on Chickahominy Ranch 1 at a price of \$7,000 per credit for a total of \$184,800

Date: January 24, 2022

REQUESTED ACTIONS:

1. Authorize the Executive Director to take necessary actions to finalize the purchase of the remaining 26.4 mitigation credits on Chickahominy Ranch 1 at a price of \$7,000 per credit for a total of \$184,800

BACKGROUND:

In 2008, the Yolo Habitat Conservancy Board approved a conservation easement and mitigation credit agreement with the Reynier Fund to establish a Swainson's Hawk Mitigation Credit Receiving Site within the Chickahominy Creek Conservation Area. The easement and agreement were later amended in minor respects following the restoration of riparian and wetland habitat within the easement area. To date, Reynier has sold most of the mitigation credits created on the Chickahominy Ranch 1 property through the conservation easement, however, a small balance of 26.4 acres/credits remains. The entire easement was enrolled in the reserve system at the time of HCP/NCCP (Plan) approval.

Following Plan approval in January 2019, the previous Swainson's Hawk mitigation credit program ended. While previously approved mitigation credit receiving sites (such as Chickahominy Ranch 1) may continue to sell credits to project proponents with mitigation obligations arising prior to Plan approval, the market for such credits is diminishing and revising the easement to meet the new template standard required by the Plan would require certain transaction costs (including attorneys' fees) and other inconveniences. Reynier Fund proposed that the Conservancy purchase the remaining 26.4 credits at \$7,000 per credit for a total of \$184,800. Conservancy staff is amenable to this request and recommends the Board approve purchase of the remaining 26.4 credits. The Conservancy currently has specific funding available with the Mitigation Trust Fund, approximately \$730,000 in mitigation fee revenue collected prior to Plan approval, that it must expend to benefit the Swainson's Hawk which can be used to cover the cost of the credit purchase. The Conservancy's contract biologist previously assessed the site

and confirmed its habitat value for the Swainson's Hawk (Attachment B). Conservancy staff also notified the ownership of the Tule Ranch Mitigation Receiving Site (the only permitted mitigation receiving site following approval of the Plan) of this purchase. Staff recommends the Board authorize the Executive Director to take necessary actions to finalize the purchase of the remaining 26.4 mitigation credits on Chickahominy Ranch 1.

ATTACHMENTS:

Attachment A. Agreement

Attachment B. Biological Memo



MITIGATION CREDIT
PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT is made and effective as of _____ (“Effective Date”) by and between Reynier Fund, LLC (“Reynier”) and the Yolo County Habitat Conservation Plan/Natural Community Conservation Plan Joint Powers Agency, known and referred to as the Yolo Habitat Conservancy (“Conservancy” or “Buyer”) with reference to the following facts:

A. Pursuant to the Mitigation Credit Agreement Regarding Chickahominy Creek Ranch 5 ("Mitigation Credit Agreement") recorded on January 3, 2017 as DOC-2017-0000064 between the Conservancy and Reynier Fund, LLC (“Reynier”) and Duane Chamberlain, Trustee of the Duane Chamberlain Revocable Trust, Reynier has the legal right and authority to sell certain habitat mitigation credits as described more fully herein.

B. Prior to approval of the Yolo County Habitat Conservation Plan/Natural Community Conservation Plan, Buyer received certain mitigation fee payments from public and private entities in connection with the conversion of Swainson’s hawk foraging habitat in Yolo County. Buyer would like to purchase all outstanding Swainson’s Hawk Foraging Habitat Mitigation Credits granted to Reynier pursuant to the Mitigation Credit Agreement, including mitigation credits allocated therein to restored wetland and riparian habitat types under the Agreement (collectively, “Mitigation Credits”). The Mitigation Credits consist of 17.83 acres of Swainson’s hawk foraging habitat credits and 8.57 acres of riparian and wetland credits :

C. Buyer has taken all appropriate steps to ensure mitigation fees paid for the conversion of Swainson’s hawk foraging habitat can be used to purchase the mitigation credits described in Recital B, above, including but not limited to consulting with a qualified biologist regarding the habitat value of the wetland and riparian habitat types and advising the Wildlife Conservation Board of its intentions.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Buyer hereby agrees to purchase, and Reynier hereby agrees to sell, the Mitigation Credits as defined below. The total purchase price for the Mitigation Credits shall be \$184,800 (the “Purchase Price”), which includes all endowment requirements, easement fees and other amounts due in connection with the sale of the Mitigation Credits.

2. Procedure for Purchase. Promptly following the full execution of this Agreement, Reynier and the Conservancy will cooperate to prepare and execute (in the presence of a notary) a Certificate of Mitigation Credits in connection with the transaction described in Section 1, above. Upon receipt of notification from Buyer of wire transfer to Reynier of Purchase Price, Reynier shall record the Certificate of Mitigation Credits in the Official Records of Yolo County so that it will be reflected on the title for the Property and deliver to Conservancy conformed copies of the recorded Certificate of Mitigation Credits.

3. Other Provisions.

A. The parties unconditionally, irrevocably and absolutely release and discharge each other, as well as any other present or former employees, officers, shareholders, agents, attorneys, affiliates, successors, parents, subsidiaries, assigns and all other representatives

MITIGATION CREDIT
PURCHASE AGREEMENT

(collectively, “Released Parties”), and each of them, from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys’ fees and costs), liabilities and demands of whatsoever kind and character that either party may now or hereafter have against the Released Parties arising from the incidents or events occurring on or before the Effective Date of this Agreement (hereafter collectively, “Released Claims”). To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between any Released Party, including but not limited to any and all claims, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with the Mitigation Credit Agreement.

B. The parties agree, to the fullest extent permitted by law, no lawsuit will be initiated that includes or asserts any Released Claim. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto.

C. The parties expressly acknowledge and agree the releases contained in this Agreement include a waiver of all rights under California Civil Code section 1542. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The parties understand and acknowledge the significance and consequence of this waiver of Section 1542 is that even if the parties should eventually suffer injury arising out of or pertaining to the Released Claims, they will not be able to make any claim for those injuries. Furthermore, the parties acknowledge that each consciously intends these consequences even as to claims for injuries that may exist as of the date of this Agreement but which are unknown, and which, if known, would materially affect their decision to execute this Agreement, regardless of whether the lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

D. The parties agree that no promise, inducement, or other agreement has been made between each other except what is expressly contained in this Agreement, and that this Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, oral agreements or writings, if any, are expressly superseded by this Agreement and are of no further force and effect.

E. The parties agree this Agreement shall be binding upon Reynier and the Conservancy, and their respective heirs, administrators, representatives, executors, successors, assigns, directors, officers, supervisors, agents and affiliated entities, and shall inure to the benefit of the parties, and each of them, and to their heirs, administrators, representatives, executors, successors, assigns, directors, officers, supervisors, agents and affiliated entities, upon whom this Agreement shall also be binding.

MITIGATION CREDIT
PURCHASE AGREEMENT

F. This Agreement is entered into and governed by the laws of the State of California, with venue for any legal action or proceeding arising from or related to the enforcement or construction of this Agreement to be in the Superior Court of the State of California, County of Yolo.

G. Each person signing this Agreement on behalf of a party warrants that he or she has the right, power, legal capacity, and authority to enter into and bind said party by signing this Agreement, and that no further approval or consent of any person, board, or entities is necessary to enter into and perform each of the obligations under this Agreement.

H. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

PLEASE READ CAREFULLY. THIS AGREEMENT AND MUTUAL RELEASE
INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS
AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE:

REYNIER FUND, LLC

By: _____
Charles P. Tyson

APPROVED AS TO FORM:

By: _____
Gary Sawyers, Attorney for Reynier Fund, LLC

YOLO HABITAT CONSERVANCY

By: _____
Alex Tengolics, Executive Director
Yolo Habitat Conservancy

APPROVED AS TO FORM:

By: _____
Philip J. Pogledich, County Counsel
Attorney for the Yolo Habitat Conservancy



Memo

To: Charles Tyson and Phil Pogledich

From: Jim Estep, Estep Environmental Consulting

Date: May 4, 2021

Subject: Chickahominy Creek Ranch 1 Swainson's Hawk Conservation Easement

At your request, I conducted a brief site visit on May 4, 2021 to the Chickahominy Creek Ranch 1 Swainson's Hawk Conservation Easement to assess the resource value of the riparian and adjacent seasonal wetland/grassland hedgerows for the state-listed Swainson's hawk (*Buteo swainsoni*). The conservation easement consists of approximately 141 acres of irrigated agriculture and approximately 11 acres of riparian/wetland/grassland hedgerow along the edges of the fields. The central hedgerow that crosses through the center of the easement and the hedgerow along the eastern border of the easement were developed along channelized portions of Chickahominy Creek and include an open grassland/seasonal wetland component adjacent to the cultivated fields and a riparian component along the stream.

These hedgerows were developed to provide two primary functions, 1) upland grassland/seasonal wetland foraging habitat and rodent prey refugia, and 2) riparian nesting habitat. They currently serve both functions. The grassland/seasonal wetland component immediately adjacent to the cultivated field provides excellent habitat for foraging and prey refugia. The cottonwood/willow riparian has developed into a continuous corridor of mature woody vegetation and currently supports two Swainson's hawk nests. The presence of the riparian corridor also enhances the value of the adjacent cultivated foraging habitat.

This conservation easement provides high value habitat for the Swainson's hawk and is the ideal model for creating and managing Swainson's hawk habitat on conservation lands in agricultural landscapes.

Yolo Habitat Conservancy
Meeting Date: 01/24/2022

Information

SUBJECT
Elect Chair and Vice-Chair

Attachments

Staff Report

Form Review

Form Started By: Alexander Tengolics
Final Approval Date: 01/19/2022

Started On: 01/18/2022 12:04 PM



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Will Arnold Chair
Members of the Board

From: Alexander Tengolics, Executive Director

Re: Elect Chair and Vice-Chair

Date: January 24, 2022

REQUESTED ACTIONS:

1. Elect Chair and Vice-Chair

BACKGROUND:

Annually, the Board of Directors elects a Chair and Vice-Chair who also serve on the Ad-Hoc Executive Committee. Below is summary of the Chair and Vice-Chair in recent years. Past practice has been to include a representative from the County and one of the cities.

2021- Will Arnold (Davis)/Gary Sandy (Yolo)

2020- Don Saylor (Yolo)/ Martha Guerrero (West Sacramento)

2019- Pierre Neu (Winters)/Don Saylor (Yolo)

2018- Jim Provenza (Yolo)/Lucas Frerichs (Davis)

2017- Jim Provenza (Yolo)/ Lucas Frerichs (Davis)

2016- Jim Provenza (Yolo)/Sean Denny (Woodland)

2015- Jim Provenza (Yolo)/Sean Denny (Woodland)

2014- Chris Ledesma (West Sacramento)/Jim Provenza (Yolo)

Yolo Habitat Conservancy

Meeting Date: 01/24/2022

Information

SUBJECT

Executive Director's Report

Attachments

No file(s) attached.

Form Review

Form Started By: Alexander Tengolics
Final Approval Date: 01/19/2022

Started On: 01/18/2022 10:34 AM