

American River Flood Control District
Central Valley Flood Protection Board Permit Application
Landscape Improvements at Matsui Park and Powerhouse Science Center
(City of Sacramento)
Staff Report

Discussion:

This application from the City of Sacramento is for landscape improvements at Matsui Park and the adjacent Powerhouse Science Center along the East Levee of the Sacramento River. The proposed work is to plant vegetation, install irrigation, and terrace area on the landside area of the levee with block gravity walls. There is currently a wide overbuilt berm on the levee that is outside the structural levee prism. The City provided plans and designs showing all of the work will be in the overbuilt berm area and outside the levee prism. This work is not anticipated to impact the integrity of the levee (see attached Exhibit A).

In 2012, the City proposed a previous iteration of this work. At that time, the District made it clear that they were still responsible for the maintenance and inspection of the levee and that any improvements would need to be compliant with levee standards and District maintenance personnel would need unrestricted access to the site for inspections. To memorialize the agreement for upkeep and access, the District and the Powerhouse Science Center entered into a recorded Agreement for Levee Maintenance (see attached Exhibit B). This Agreement is still in effect and valid for the proposed landscape improvements.

Recommendation:

The General Manager recommends that the Board of Trustees endorse the permit application from the City of Sacramento.

**APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD
ENCROACHMENT PERMIT**

Application No. _____
(For Office Use Only)

1. Description of proposed work being specific to include all items that will be covered under the issued permit.

Landscape improvements to the existing Matsui Park and Powerhouse Science Center site. Improvements include topsoil fill and plantings over the existing levee. Gravity block seat walls (no footings) are located within the fill area but outside of the existing levee prism and required setbacks.

2. Project
Location: 400 & 450 Jibboom Street, Sacramento County, in Section 35
(N) (E)
Township: 9 (S), Range: 4 (W), M. D. B. & M.
Latitude: 38 35' 40" N Longitude: 121 30' 20"E
Stream : _____, Levee : Sacramento River Designated Floodway: Sacramento River
APN: 001-0190-006,9,10,11,12

3. Raymond Costantino/ City of Sacramento of 915 I Street, 3rd Floor
Name of Applicant / Land Owner Address
Sacramento California 95814 916-808-1941
City State Zip Code Telephone Number
rcostantino@cityofsacramento
E-mail

4. Jeff Townsend of Jacobs
Name of Applicant's Representative Company
Sacramento California 95833 916-286-0458
City State Zip Code Telephone Number
jeff.townsend@jacobs.com
E-mail

5. Endorsement of the proposed project from the Local Maintaining Agency (LMA):

We, the Trustees of American River Flood Control District approve this plan, subject to the following conditions:
Name of LMA

- Conditions listed on back of this form Conditions Attached No Conditions

Trustee Date Trustee Date

Trustee Date Trustee Date

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

6. Names and addresses of adjacent property owners sharing a common boundary with the land upon which the contents of this application apply. If additional space is required, list names and addresses on back of the application form or an attached sheet.

Name	Address	Zip Code
City of Sacramento	915 I Street, Sacramento, CA 95814	

7. Has an environmental determination been made of the proposed work under the California Environmental Quality Act of 1970? Yes No Pending


If yes or pending, give the name and address of the lead agency and State Clearinghouse Number:

City of Sacramento

SCH No. 2010032067

8. When is the project scheduled for construction? 2020

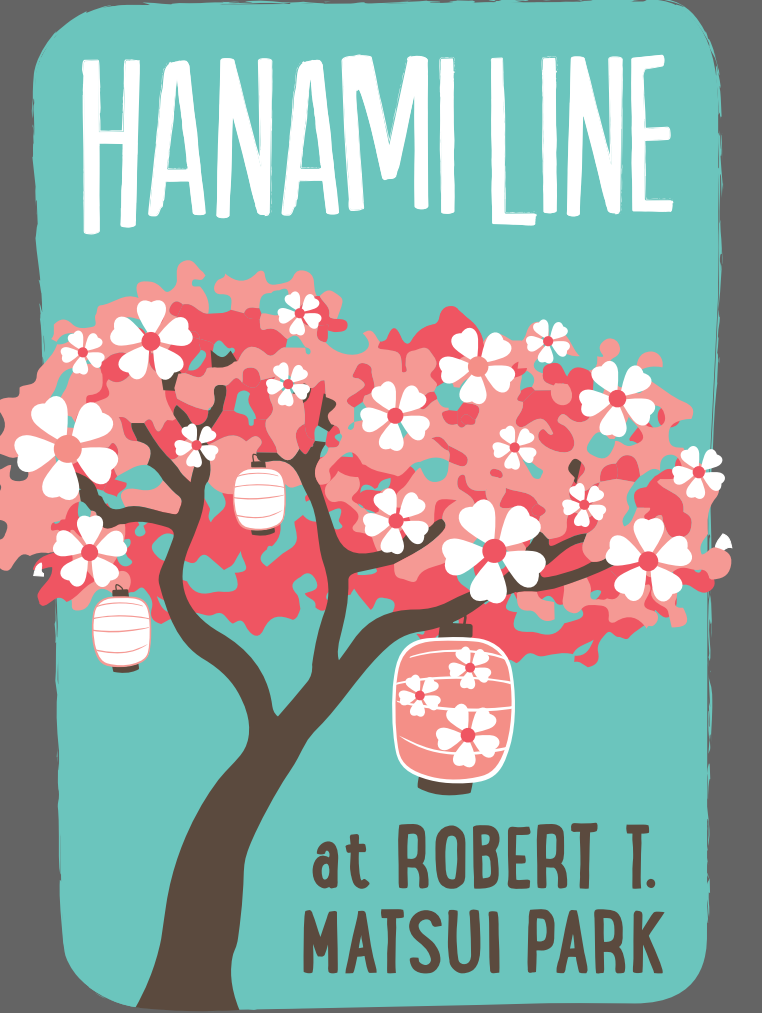
9. Please check exhibits accompanying this application.
- A. Regional and vicinity maps showing the location of the proposed work.
 - B. Drawings showing plan view(s) of the proposed work to include map scale.
 - C. Drawings showing the cross section dimensions and elevations (vertical datum?) of levees, berms, stream banks, flood plain,
 - D. Drawings showing the profile elevations (vertical datum?) of levees, berms, flood plain, low flow, etc.
 - E. A minimum of four photographs depicting the project site.

 4/18/19
Signature of Applicant Date

Include any additional information:
A portion of the site is currently under construction under a separate permit for the Powerhouse Science Center. This permit covers adjacent landscape improvements for another project.



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A PROJECT OF THE
SACRAMENTO
TREE FOUNDATION



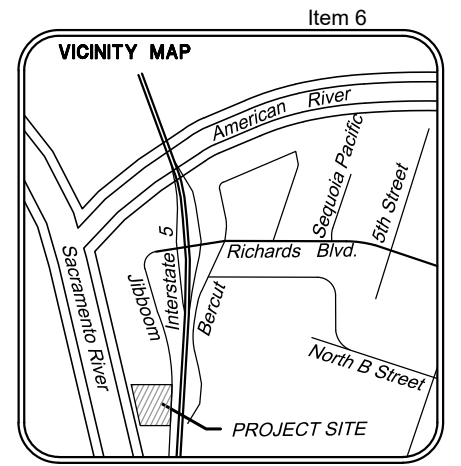
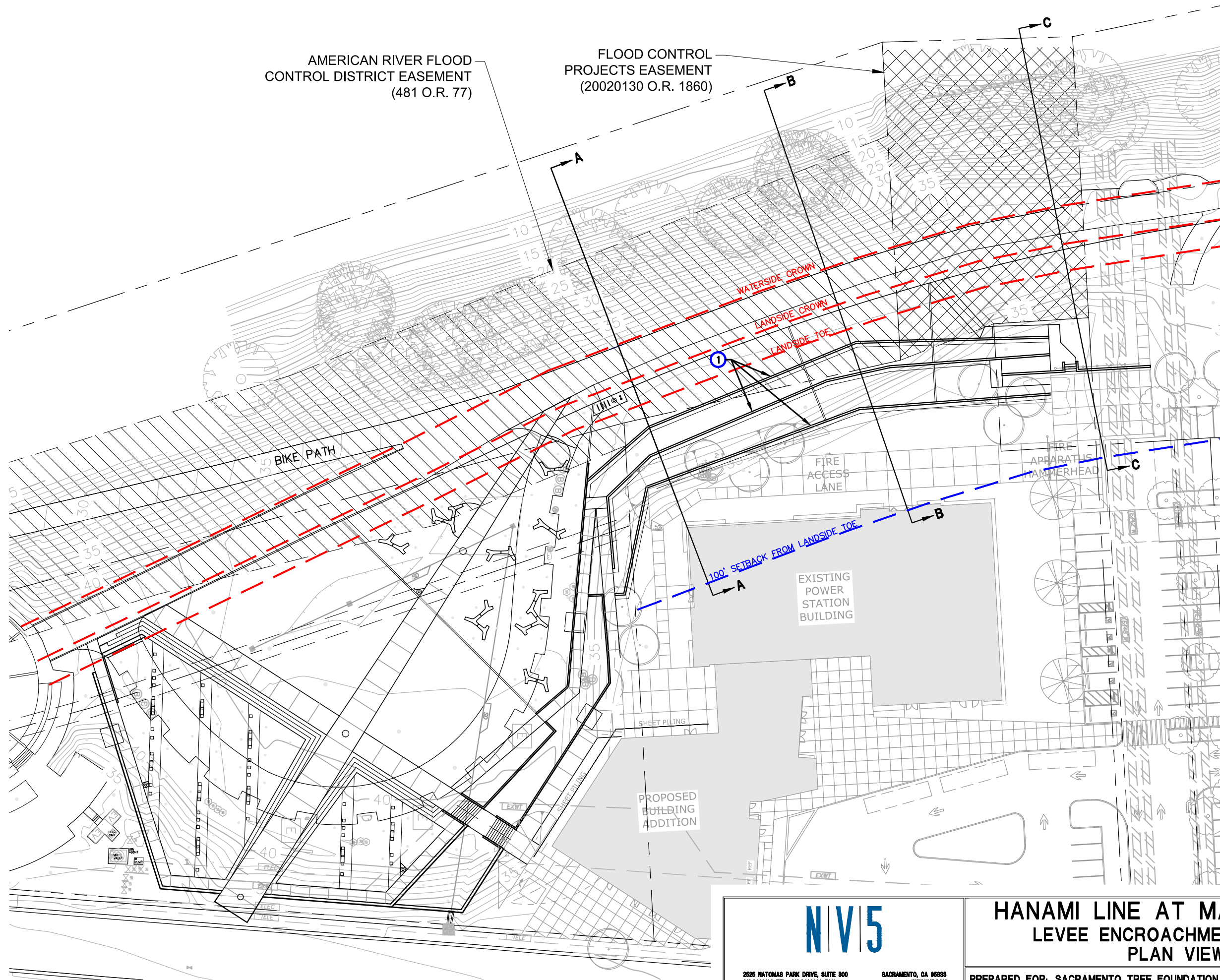
ROBERT T. MATSUI PARK

SACRAMENTO, CA




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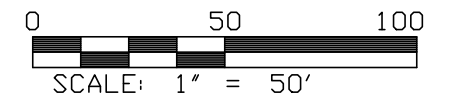
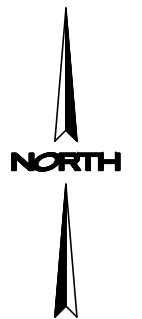
AMERICAN RIVER FLOOD CONTROL DISTRICT EASEMENT (481 O.R. 77)

FLOOD CONTROL PROJECTS EASEMENT (20020130 O.R. 1860)



NOTE:
VERTICAL DATUM = NGVD 29

- LEGEND:
-  THEORETICAL LEVEE PRISM
 -  100' SETBACK FROM LANDSIDE TOE
 -  GRAVITY BLOCK RETAINING WALL



2626 NATOMAS PARK DRIVE, SUITE 300
916.641.9100 TEL. 916.641.9222 FAX

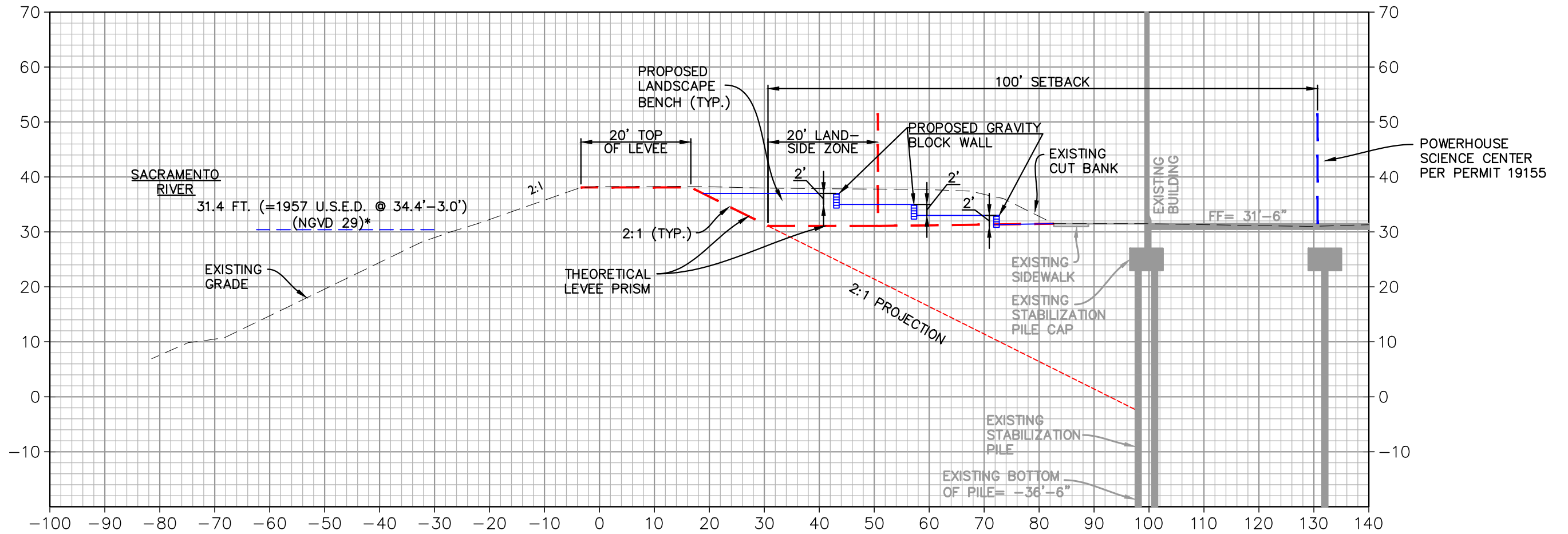
SACRAMENTO, CA 95833
WWW.NV5.COM

HANAMI LINE AT MATSUI PARK LEVEE ENCROACHMENT PERMIT PLAN VIEW

PREPARED FOR: SACRAMENTO TREE FOUNDATION

DATE SUBMITTED: 4/2/2019

SHEET NUMBER
1
OF 4 SHEETS
Page NUMBER
226218-0000048.02



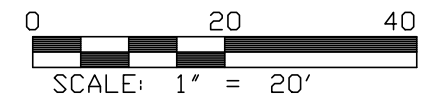
SECTION A-A

HORIZ. SCALE: 1"=20'
 VERT. SCALE: 1"=20'

NOTES:

VERTICAL DATUM = NGVD 29

* Water surface elevation (WSE) taken from hydraulic analysis for the report entitled, "Sacramento River Flood Control Project Levee and Channel Profiles" file 50-10-3334 sheet 1, dated March 15, 1957



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**HANAMI LINE AT MATSUI PARK
 LEVEE ENCROACHMENT PERMIT
 SECTION A-A**

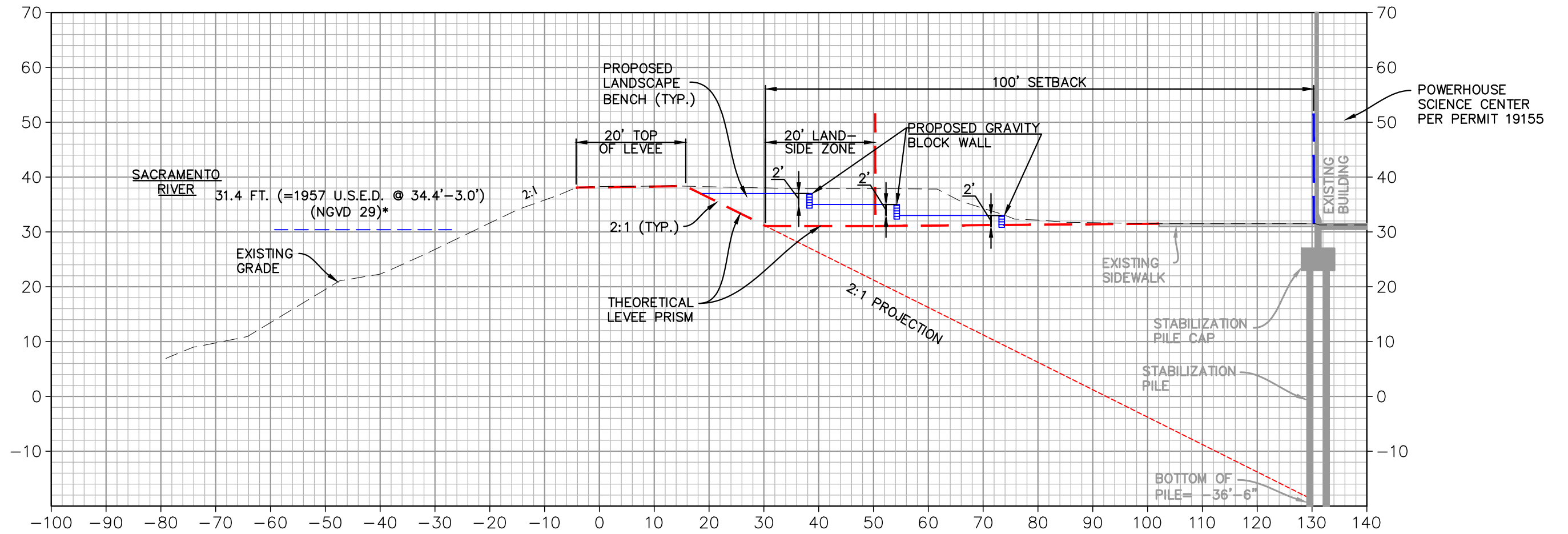
PREPARED FOR: SACRAMENTO TREE FOUNDATION DATE SUBMITTED: 4/2/2019

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OF 4 SHEETS

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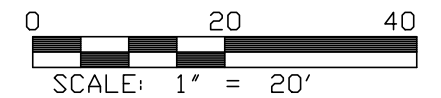


SECTION B-B

HORIZ. SCALE: 1"=20'
 VERT. SCALE: 1"=20'

VERTICAL DATUM = NGVD 29

* Water surface elevation (WSE) taken from hydraulic analysis for the report entitled, "Sacramento River Flood Control Project Levee and Channel Profiles" file 50-10-3334 sheet 1, dated March 15, 1957



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SACRAMENTO, CA 95833
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**HANAMI LINE AT MATSUI PARK
 LEVEE ENCROACHMENT PERMIT
 SECTION B-B**

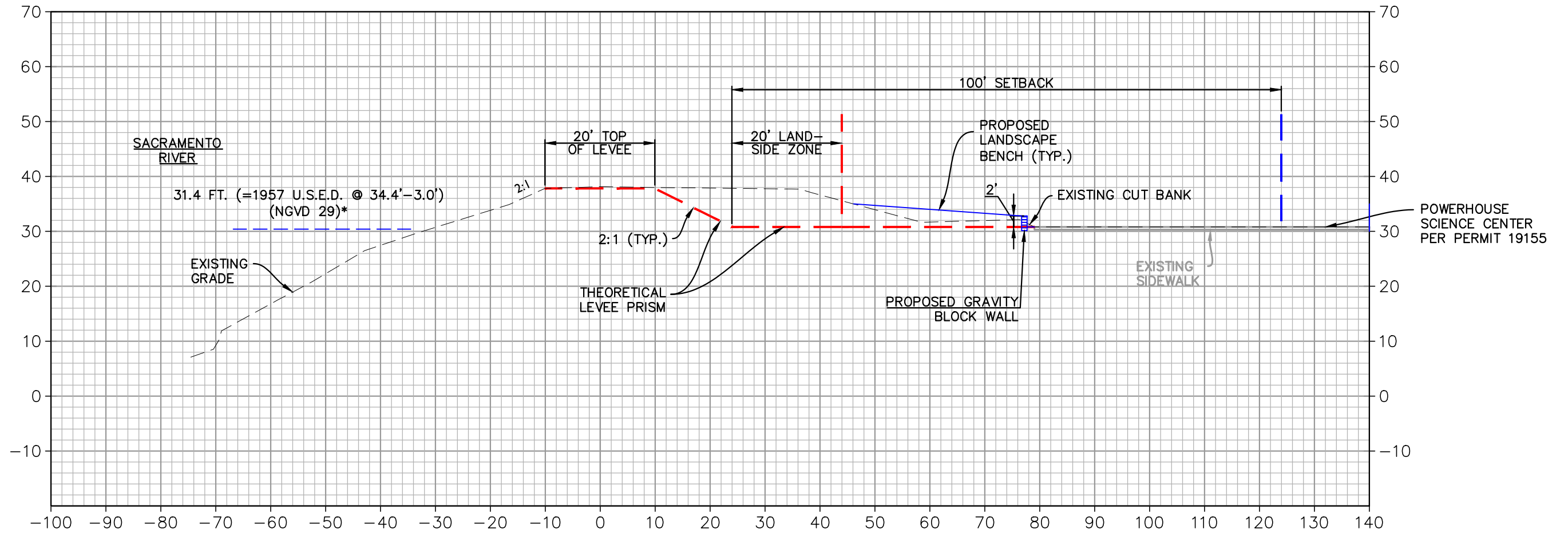
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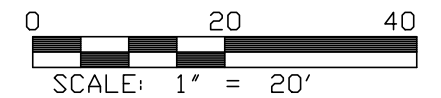


SECTION C-C

HORIZ. SCALE: 1"=20'
 VERT. SCALE: 1"=20'

VERTICAL DATUM = NGVD 29

* Water surface elevation (WSE) taken from hydraulic analysis for the report entitled, "Sacramento River Flood Control Project Levee and Channel Profiles" file 50-10-3334 sheet 1, dated March 15, 1957



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SACRAMENTO, CA 95833
 WWW.NV5.COM

**HANAMI LINE AT MATSUI PARK
 LEVEE ENCROACHMENT PERMIT
 SECTION C-C**

PREPARED FOR: SACRAMENTO TREE FOUNDATION DATE SUBMITTED: 4/2/2019

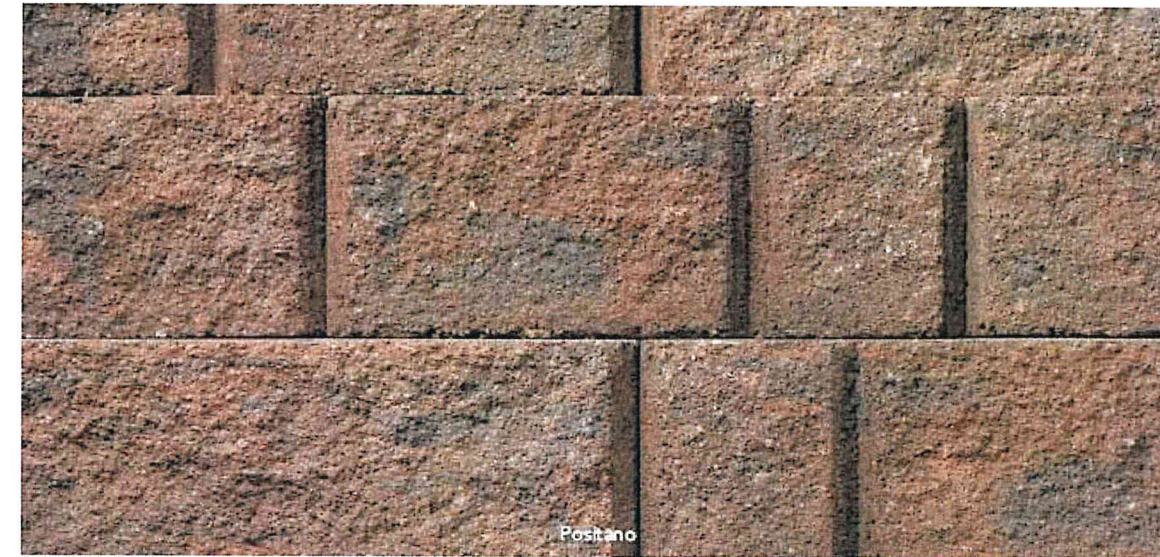
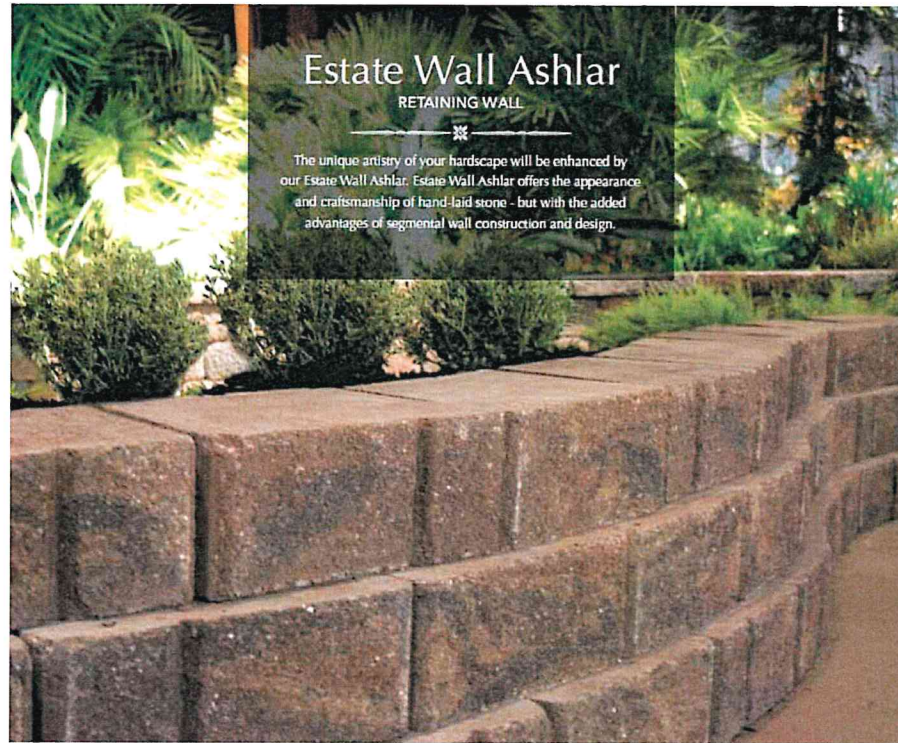
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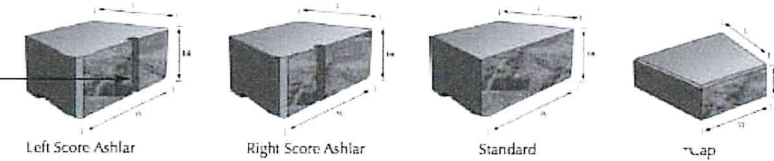
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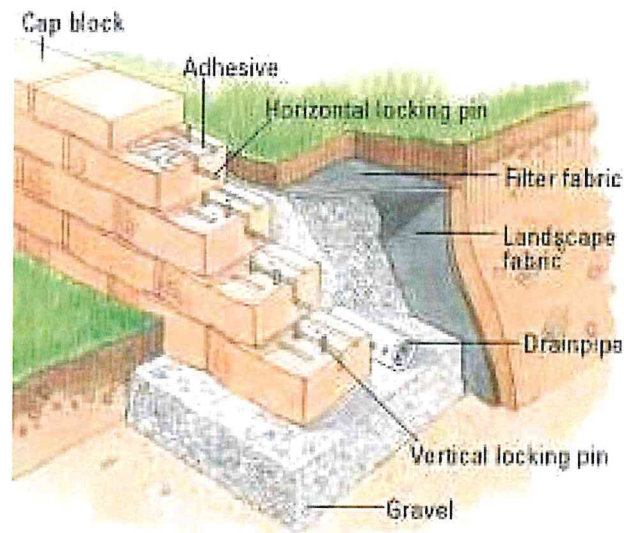
SPECIFICATIONS

15 units of Left Score Ashlar blocks, 15 units of Right Score Ashlar blocks and 30 units of Standard are on one pallet for a full pallet quantity of 60 pieces.*Caps are palletized and sold separately.

Ashlar Face gives the appearance of individual cut stones with the advantage of being a modular block.



Name	Metric Units	U.S. Customary Units	Weight	Units/Pallet	Sq. Ft./Pallet
Left Score	264mm L x 406mm W x 153mm H	10.375' L x 16" W x 6" H	50 lbs	15	
Right Score	264mm L x 406mm W x 153mm H	10.375' L x 16" W x 6" H	50 lbs	15	40
Standard	264mm L x 406mm W x 153mm H	10.375' L x 16" W x 6" H	50 lbs	30	
*Cap	254mm L x 305/203mm W x 76mm H	10" L x 12/8" W x 3" H	24 lbs	112	93 lineal feet



The 18" high terraced seat walls along the westerly side of the museum building are constructed using segmental concrete wall units. This wall type concrete spread footings so that the walls are built without impacting the existing levee. These walls are located just outside of the existing levee and then backfilled with soil. The proposed product is manufactured by Basalite, part of the Pacific Coast Products collection. The area at the base of the wall is paved in decomposed granite to handle foot traffic and the area at the top is planted in turf or ground cover that allows people to access of the wall.

RECORDING REQUESTED BY
 REQUESTED BY AMERICAN RIVER FLOOD
 CONTROL DISTRICT
 WHEN RECORDED MAIL TO

NAME TIM KERR, AMERICAN RIVER FLOOD
 CONTROL DISTRICT
 MAILING ADDRESS 165 COMMERCE CIRCLE, STE D
 CITY, STATE ZIP CODE SACRAMENTO, CA 95815
 Exempt: Gov't Code §27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

AGREEMENT FOR LEVEE MAINTENANCE

This Agreement for Levee Maintenance ("**Agreement**") is entered into by and between the American River Flood Control District ("**District**"), a political subdivision of the State of California, and Powerhouse Science Center, a California nonprofit corporation ("**Powerhouse**") (collectively referred to herein as the "**Parties**").

WHEREAS, the Powerhouse Science Center is a children's science center that is anticipated to be constructed along the Sacramento River between Discovery Park and Old Sacramento, at the site of and surrounding the old power station building; and

WHEREAS, Powerhouse will manage operations at the Powerhouse Science Center, including landscaping the grounds surrounding the museum buildings and at the toe of the levee; and

WHEREAS, District is responsible for the operation and maintenance of levees along portions of the American and Sacramento Rivers, including the levee adjacent to the site of the planned Powerhouse Science Center; and

WHEREAS, Powerhouse wishes to perform the landscaping and maintenance functions described in paragraph 3 below (the "**Functions**") for which the District is responsible along a

Maintenance Agreement Between ARFCD and Powerhouse
 October 2012
 Page 1 of 6

0.1-mile section of the levee as illustrated and described with specificity in the map attached hereto as **Exhibit A** (“**Maintenance Area**”); and

WHEREAS, as part of the required permitting for the Powerhouse Science Center, Powerhouse, in order to legally perform these functions, must both (i) obtain an encroachment permit from the Central Valley Flood Protection Board (“**CVFPB**”) and (ii) receive a written endorsement from District, as the Local Maintaining Agency, for that permit (the executed copy of the permit and endorsement are attached here to as **Exhibit B**). The CVFPB encroachment permit is conditioned on execution of this Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to set forth the terms under which Powerhouse may perform the Functions and provide access to the District for operation and maintenance of the levee in the Maintenance Area.

NOW, THEREFORE, the Parties hereto agree as follows:

1. *Agreement to Operate and Maintain*

District hereby authorizes Powerhouse, and Powerhouse agrees, to perform the Functions in accordance with the terms of this Agreement, including allowing the District access to all areas within the Maintenance Area required for the District to perform its typical operation and maintenance of the levee. Nothing in this Agreement shall constitute a grant by the District of real property to the lands underlying the Sacramento River levee or to the levee itself to Powerhouse; instead, this Agreement merely authorizes Powerhouse to perform the Functions and provides access for the District to perform the operation and maintenance of that levee in the Maintenance Area.

2. *Effective Date and Term.* This Agreement shall become effective as of October 1, 2012. This Agreement shall continue in force and effect until terminated for cause by either of the Parties hereto. The District may terminate this agreement, with or without cause, upon thirty days’ written notice to Powerhouse.

3. *Standards of Maintenance.* Powerhouse agrees to perform the Functions along the levee in the Maintenance Area in a manner that: (a) is not inconsistent with any and all applicable local, state or Federal requirements for levee landscape maintenance, including, but not limited to: the State of California’s Urban Levee Design Criteria, the U.S. Army Corps of Engineers’ Engineering Technical Letter 1110-2-571 (vegetation on levees), the U.S. Army Corps of Engineers’ operation and maintenance manual for the Sacramento River Flood Control Project (as such manual may be modified from time to time), and all requirements of the CVFPB encroachment permit for the Powerhouse Science Center; and (b) satisfies the following requirements of the District, which may be more stringent than local, state or Federal requirements, to District’s reasonable satisfaction:

Maintenance Agreement Between ARFCD and Powerhouse
October 2012
Page 2 of 6

- (i) Maintenance Area must be accessible to the District for weekly inspections to determine the needed maintenance as well as to deter any authorized encroachments;
 - (ii) Maintenance Area must be mowed multiple times during the growing season to facilitate inspection and rodent abatement and to maintain vegetation at a maximum height not to exceed 0.25 feet;
 - (iii) Powerhouse shall control burrowing animals within the Maintenance Area and shall allow the District to grout all burrows in early fall;
 - (iii) Storm and weather-related tree fall must be removed, the holes filled and compacted in a timely fashion, not to exceed 15 days from discovery;
 - (v) In the event that the District or Powerhouse identify minor erosion areas (e.g. footpaths that are a result of public visitation) within the Maintenance Area, Powerhouse shall repair such minor erosion through the use of a licensed contractor. In the event that the District or Powerhouse identify major erosion areas, the District will be responsible for repair such areas;
 - (iv) All access points must be checked for damage and repaired as needed to prevent unauthorized vehicle access to the levee;
 - (v) Post emergent herbicide must be applied as needed to prevent noxious weed populations from establishing;
 - (vi) Tree and brush must be trimmed to all applicable state and federal levee standards;
 - (vii) Irrigation systems must be monitored for leaks and other damage, and must be repaired immediately. Shut-off valves must be clearly marked and accessible.
 - (viii) Such other landscape maintenance requirements as the District, in its reasonable discretion, may deem to be in the public interest, either now or at any time in the future, *provided* that such additional requirements shall only become effective thirty days' after the District provides Powerhouse with written notice of such additional requirements.
4. *Failure to Meet Applicable Standards.* At all times during the term of this Agreement District maintains the right to enter the Maintenance Area and perform any operation and maintenance that the District in its sole discretion deems necessary. In the event of failure by Powerhouse to meet any standard listed in Paragraph 3, above, District has the right to perform repair work that the District in its sole discretion deems necessary, at Powerhouse's cost, consistent with Paragraph 5, below. District shall not be liable for any damage caused by Powerhouse's failure to correctly perform landscape maintenance of the levee or by District's response activities pursuant to this Paragraph 4.
5. *Emergency Actions.* District reserves the right to take any action it deems necessary, in the event of an emergency, to protect District levees and the lands within said levees, including the removal from the levee, or any adjacent areas, of any structures, equipment or materials located thereon and owner by Powerhouse, its employees, agents, or contractors. If reasonably possible under the circumstances, District will give 48 hours' advance notice to Powerhouse to enable the Powerhouse to remove said structures,

equipment or materials. If District is unable to give 48 hours' notice, it shall give as much advance notice as is reasonably possible under the circumstances. An emergency for purposes of this Agreement shall mean an unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services. If made in good faith, the decision of District as to when an emergency exists shall be final and not appealable by Powerhouse. The District shall have no liability or responsibility to Powerhouse, its employees, agents, or contractors in the exercise of powers herein reserved.

6. *Notice.* Powerhouse agrees to provide immediate notice to District if Powerhouse becomes aware of any levee distress (boils, cracking or sloughing) or structural damage to the levee. The District, at its own cost, will provide Powerhouse personnel training each fall to be able to identify such signs of levee distress or structural damage.
7. *Insurance.* Powerhouse shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions, and shall provide to District upon execution of this Agreement evidence of all required coverage:
 - (i) Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than five million dollars (\$5,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate it must be no less than five million dollars (\$5,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, and personal injury.
 - (ii) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
 - (iii) To the extent required by California law, Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations related to operation and maintenance under this Agreement.


8. *Liability and Indemnification.* District assumes no liability for loss or damage to property or injuries to or death of agents, contractors or employees of Powerhouse by reason of the exercise of Powerhouse's activities pursuant to this Agreement. Powerhouse hereby agrees to indemnify and hold harmless, save and defend District, its directors, officers, agents, and employees from any damages, costs or liability, including all costs of defense, which may arise as a result of the activities of Powerhouse.

9. *General Provisions*

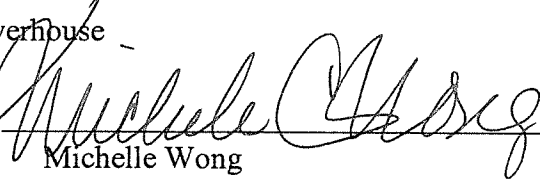
- a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
- b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
- c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Sacramento, California.
- d. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.
- e. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
- f. *Partial Invalidity.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- g. *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

- h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.
- i. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.
- j. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

AMERICAN RIVER FLOOD CONTROL DISTRICT

By: 
Timothy R. Kerr
General Manager

Date: 10/22/12

Powerhouse
By: 
Michelle Wong
Executive Director

Date: 10/19/2012

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento }

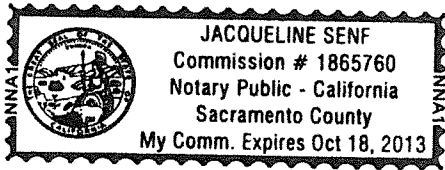
On 10/19/12 before me, Jacqueline Senf
Date Here Insert Name and Title of the Officer

personally appeared Michele Wong
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jacqueline Senf
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Levee Maintenance

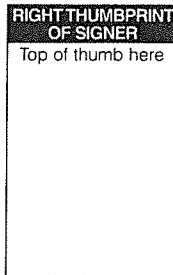
Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

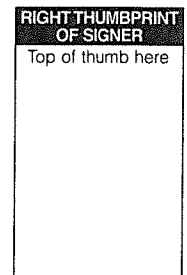
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ACKNOWLEDGMENT

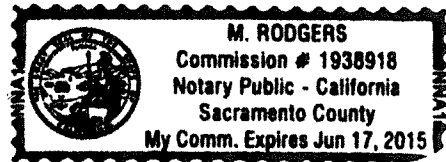
State of California
County of Sacramento


On 10/22/2012 before me, M. Rodgers
(insert name and title of the officer)

personally appeared Timothy R. Kerr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)