



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA

**SEPTEMBER 6, 2005**

**Yuba County Government Center  
Board of Supervisors' Chambers  
915 Eighth Street, Suite 109A  
Marysville, California**

ADDENDUM TO AGENDA

**Unless otherwise indicated**

3:30 P.M. I

**CALL TO ORDER**

II **ROLL CALL** – Directors Rick Brown, Mary Jane Griego, Dan Logue, Richard Webb

III **ACTION ITEMS**

- A. **MBK Engineers/9<sup>th</sup> Amendment**: Approve 9<sup>th</sup> Amendment to agreement with MBK Engineers in the amount of \$187,200 for professional services for Phase 4 Problem Identification Study and Project Management Support and authorize Chairman to execute same.
- B. **Check Issuance**: Authorize Auditor-Controller to issue checks in the amount of \$4,171,300 and \$2,769,000 to the State Treasury for the purchase of properties required to construct the setback levee project.
- C. **Minutes**: Approve minutes of the Budget Hearings of June 28, 2005, Special meetings of June 28, and August 30, and regular meetings of July 5, 12, and August 2, 2005.
- D. **Director Stipend**: Discuss clarification of Director stipend and take action as appropriate. (No background material)

IV **BOARD AND STAFF MEMBERS' REPORTS**

V **PUBLIC COMMUNICATIONS**: Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

VI **ADJOURN**



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
Telephone: (530) 749-7575 Fax: (530) 749-7312

September 6, 2005

TO: Three Rivers Levee Improvement Authority  
FROM: Randy Margo, Deputy Executive Director  
SUBJECT: Amendment to Contract with MBK Engineers

A handwritten signature in black ink, appearing to read "Randy Margo".

## Recommended Action

Approve contract amendment with MBK Engineers to increase cost ceiling by \$187,200 to provide project management services, mapping support, hydraulic modeling and erosion studies for project levee work within the Yuba Basin area.

## Reason for Recommended Action

MBK Engineers has been providing project management support, mapping support, hydraulic modeling and erosion studies for TRLIA since the inception of the levee work in 2003. This contract amendment allows continuation of services through July 31, 2006.

## Background

MBK Engineers has provided a range of project management and technical support for TRLIA's levee improvements since 2003. The scope of this amended contract includes additional project management support, hydraulic mapping support for Phase 4, assistance with FEMA issues and ongoing support for construction contracts.

The contract service period will be extended upon approval of this amendment until August 1, 2005. At that time, the contract will be reevaluated in terms of the need for additional services.

## Fiscal Impact

The total cost for this contract amendment is \$187,200, thereby, increasing the cost ceiling for this contract from \$438,150 to \$625,350. Funding for this contract amendment will be reimbursed from State Water Bond Act 2000 grant funds, otherwise known as Proposition 13 and developer fees.

# MBK ENGINEERS

Water Resources • Flood Control • Water Rights

JOSEPH D. COENTRYMAN, P.E.  
GEOFFR. COSSO, JR., P.E.  
MARC VAN CAMP, P.E.

ANGUS NORMAN MURRAY  
1913 - 1985

CONSULTANTS:  
JOSEPH L. BURNS, P.E.  
DONALD E. KENTON, P.E.

August 11, 2005

**RECEIVED**

AUG 15 2005

**ADMINISTRATION**

Randy Margo  
Three Rivers Levee Improvement Authority  
915 8th Street, Ste. 115  
Marysville, CA 95901

**Subject: Agreement for Professional Services 9<sup>th</sup> Amendment to Scope of Work for the Phase 4 Problem Identification Study and Project Management Support for the Three Rivers Levee Improvement Authority**

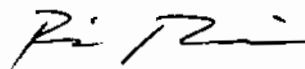
Dear Mr. Margo:

Enclosed is a scope of work for MBK Engineers to provide an updated range of project management and technical support for your effort to improve the flood protection for Reclamation District No. 784. This scope covers support for project management, hydraulic and mapping support for Phase 4, FEMA and ongoing support for the construction contracts.

The scope of work and level of effort for MBK's continued support is included in Attachment A. A new contract is also enclosed for your signature, along with a copy of our current fee schedule (Attachment B). The total cost for this amendment is \$187,200. This would increase the cost ceiling for this contract from \$438,150 to \$625,350. The contract service period would be extended until July 31, 2006.

Please call if you have any questions.

Sincerely,  
MBK ENGINEERS



Ric Reinhardt, PE



RR/pp  
5141 RANDY MARGO 08.11.05.DOC

**Task 1 – Project Management Activities**

The following is a general level of estimated involvement from August 1, 2005 to July 31 2006.

1. Management meetings (once per month) – Prepare agenda, attend meeting, prepare meeting minutes. **Effort - 5 hrs/month.**
2. Technical team meetings – Attend weekly team meetings. **Effort – 15 hrs/month.**
3. Review of design team technical products and coordination on technical issues. **Effort – 20 hrs/month.**
4. Coordination with Reclamation Board – Meet with staff and coordination on permit issues. **Effort – 2 hrs/month.**
5. Coordination with the Corps on FEMA certification issues. **Effort – 15 hrs/month.**
6. Coordination with DWR on Design Grant, Implementation Request, and Phase 4 activities. **Effort – 5 hrs/month.**
7. General Coordination – Coordination on project issues with TRLIA staff, coordination on Bear River Orchard, floodplain mapping outreach, land use adjacent to levees, public meetings, prepare PowerPoint presentations, coordination and meetings with stakeholders, and JPA Board meetings. **Effort – 30 hrs/month.**

<b>Task 1</b>		
Principal Engineer	92 hrs @ \$150/h	\$13,800
Expenses		\$ 500
Total		\$ 14,300 per month

Total cost = \$171,600

**Task 2 – Mapping Support**

1. Prepare and update map that shows all of the projects and features in RD 784 and for the Marysville Ring Levee. **Effort – 5 hrs/month.**
2. Prepare maps as needed for presentations and meetings. **Effort – 6 hrs/month.**

<b>Task 2</b>		
Principal Engineer	1 hr @ \$150/h	\$150
Junior Engineer	10 hrs @ \$70/hr	\$ 700
Expenses		\$ 450
Total		\$1,300/month

Total cost for this task is \$1,300 X 12 months = \$15,600

**Total Cost for Tasks 1&2 = \$187,200**

## Agreement for Professional Services – Standard Terms and Conditions

This Agreement for professional services is entered into between MBK Engineers, hereinafter referred to as the CONSULTANT and Three Rivers Levee Improvement Authority, hereinafter referred to as the CLIENT.

For and in consideration of the mutual covenants and conditions herein, CLIENT and CONSULTANT do hereby agree as follows:

### 1. Covenant for services

The CLIENT does hereby retain the CONSULTANT to perform the professional services identified herein. The CONSULTANT does hereby agree to perform such services for the CLIENT upon the terms and conditions set for in this AGREEMENT.

### 2. Scope of service

The CONSULTANT will provide all goods and services as set forth in the Scope of Work, attached hereto and incorporated by reference in this AGREEMENT as Attachment A.

### 3. Standard of care

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

CLIENT understands that the standard of care CONSULTANT is required to uphold can only be determined after the fact, through appropriate research by qualified experts. CLIENT agrees that, should it for any reason become necessary to identify the standard of care applicable to CONSULTANT's services, CLIENT shall cause CLIENT's expert to use those research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, National Society of Professional Engineers, Interprofessional Council on Environmental Design, American Association of Engineering Societies, and other respected national, regional, and international organizations, as related in the document, *Recommended Practices for Design Professionals Engaged as Experts in the Resolution of Construction Industry Disputes*.

### 4. Definitions

When used in this AGREEMENT, the words and phrases listed below are defined as indicated, unless noted otherwise elsewhere in this AGREEMENT:

#### *Agreement*

This contract, including all appendixes, addenda, and any documents incorporated by reference.

#### *Any Claim*

This term, when used in a provision indicating CLIENT's obligation to waive claims against CONSULTANT or to hold CONSULTANT harmless from any claim arising from certain specified events, means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

#### *Certify, Certification*

Wherever these or derivative words are used in the AGREEMENT, or in any document developed or arising out of this AGREEMENT or services furnished by CONSULTANT thereunder, they shall mean CONSULTANT's furnishing an opinion of conditions based upon testing, analyses, or observation CONSULTANT has performed. CONSULTANT's certification of a condition's existence does not guarantee such condition exists, nor does it relieve other party of responsibilities or obligations such party has accepted by contract or custom.

#### *Claims*

See "Any Claim," above.

#### *Client*

Three Rivers Levee Improvement Authority.

#### *Consultant*

The firm of MBK Engineers, subsidiaries and affiliates, and all officers and employees thereof.

#### *Substantial Completion*

Substantial completion of CONSULTANT's services shall have been accomplished when CONSULTANT submits a final report and recommendations or final plans and specifications. If the AGREEMENT calling for these services is terminated before the services are completed, substantial completion will have occurred on the date termination goes into effect.

## 5. Billing and payment

CLIENT recognizes that timely payment of CONSULTANT's invoices is a material part of the consideration for which CONSULTANT requires to perform the services indicated in this AGREEMENT.

CLIENT shall pay CONSULTANT for services rendered in U.S. funds drawn upon U.S. banks, in accordance with the rates and charges set forth herein. Routine invoices will be submitted by CONSULTANT from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to any portion of an invoice, CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of the objection, and pay when due that portion of the invoice not in dispute.

CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on CONSULTANT's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, as set forth hereinabove, CONSULTANT may at any time thereafter, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in Section 9, SUSPENSION) or terminate this AGREEMENT (as provided for in Section 10, TERMINATION).

Accordingly, the CONSULTANT will provide all goods and services as set forth in the Scope of Work for the price described in the CONSULTANT's Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B.

## 6. Limitation of liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total aggregate liability to CLIENT is limited to \$50,000 or to the proceeds available from CONSULTANT's required insurance coverages, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim

expenses (including attorneys' and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

## 7. Insurance

CONSULTANT maintains workers' compensation and employer's liability insurance of a form and in the amount required by California state law; general liability and automotive liability insurance with limits of one million dollars (\$1,000,000), and professional liability insurance with a limit of one million dollars (\$1,000,000).

CLIENT recognizes that the insurance market can be erratic and that no CONSULTANT can guarantee an ability to maintain the coverages indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of prudent business practices, and will notify CLIENT of any change in coverage no later than ten (10) calendar days after CONSULTANT becomes aware of such change. If any of CONSULTANT's coverages is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, CONSULTANT and CLIENT shall confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

## 8. Indemnification

CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by CONSULTANT's negligent performance of the services.

CONSULTANT's opinion of certain conditions that CONSULTANT has evaluated on CLIENT's behalf may diminish the value of property. In order to establish an atmosphere where CONSULTANT feels free to report CONSULTANT's opinions, recommendations for remedial measures, et al., without fear of reprisal, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from the theory that CONSULTANT's findings, conclusions, opinions, recommendations, plans, or specifications diminished the value of a property. CLIENT shall also compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based

upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

CONSULTANT shall indicate to CLIENT the information needed for rendering services hereunder, and CLIENT shall provide to CONSULTANT as much of such information that is available to CLIENT. CLIENT shall inform CONSULTANT of reports or other materials prepared by others that relate to CONSULTANT's portion of the work, and CLIENT shall furnish these to CONSULTANT or otherwise help CONSULTANT gain access to them. CLIENT recognizes that CONSULTANT is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

#### **9. Suspension**

If payment of CONSULTANT's invoices is not maintained on a thirty- (30-) calendar-day-current basis by CLIENT, CONSULTANT may, upon fourteen (14) calendar days' written notice to CLIENT, suspend further services until payment is restored to a current basis, or CONSULTANT may terminate this AGREEMENT. CLIENT may suspend CONSULTANT's services upon fourteen (14) calendar days' written notice. Any suspension by CLIENT exceeding forty-five (45) calendar days shall, at CONSULTANT's option, make this AGREEMENT subject to renegotiation or termination. Any suspension shall extend the performance schedule by an amount of time satisfactory to both CLIENT and CONSULTANT, and CLIENT shall compensate CONSULTANT for services performed and expenses incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, but shall not be limited to, fees for service and expenses for putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment, and issuing necessary or customary notices to appropriate government agencies. Compensation to CONSULTANT shall be based upon CONSULTANT's prevailing fee schedule.

#### **10. Termination**

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating

termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall within thirty (30) calendar days of termination pay CONSULTANT's fees for services rendered and costs incurred, in accordance with CONSULTANT's prevailing fee schedule. These fees and costs shall include those outstanding at the time of termination.

#### **11. Ownership of instruments of professional service**

Plans, specifications, reports, software, calculations, field data, field notes, estimates, and similar documents and materials prepared by or for CONSULTANT as instruments of professional service are CONSULTANT's property. CONSULTANT shall retain these instruments of professional service for five (5) years following submission of final project deliverables, during which period CONSULTANT's instruments of professional service will be made available for CLIENT's review at any reasonable time.

CLIENT agrees that instruments of professional service provided by CONSULTANT to CLIENT may not under any circumstances be altered by any party except CONSULTANT. CLIENT warrants that CONSULTANT's instruments of service will be used only and exactly as submitted by CONSULTANT.

CLIENT understands that CONSULTANT may become liable to third-parties that ill-advisedly rely on CONSULTANT's instruments of professional service under the mistaken assumption that their third-party needs are identical to CLIENT's or that, although their needs differ from CLIENT's, CONSULTANT would nonetheless have performed the identical services to satisfy those different needs. To help prevent problems from arising in this respect, CLIENT shall inform CONSULTANT of any specific third-parties or types of third-parties that CLIENT believes may ask to rely on CONSULTANT's instruments of professional service, and CLIENT shall not under any circumstance permit such reliance except with the express consent of CONSULTANT. CONSULTANT may withhold its consent if the third-party does not agree, in writing, (1) to be bound by the terms of this AGREEMENT, including without limitation, any provision limiting CONSULTANT's liability hereunder, (2) to use such information only for the purposes contemplated by CONSULTANT in performing its services, and (3) to be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report involved. CLIENT's payment of CONSULTANT's invoices, as provided for herein, shall not be made contingent on CONSULTANT's agreeing to permit third-party reliance against CONSULTANT's preferences, and CONSULTANT

shall be compensated by CLIENT for whatever additional service and/or risk stems from third-party reliance, if the third-party does not provide compensation per terms and conditions herein. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury to loss allegedly arising from any third-party's reliance on CONSULTANT's instruments of services without CONSULTANT's specific authorization to do so. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

**12. Dispute resolution**

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement, or implementation of this AGREEMENT or provision of the services indicated herein shall be decided through mediation. The parties further agree that OWNER will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all tiers, and all suppliers whose portion of the work amounts to five thousand dollars

(\$5,000) or more, and their insurers and sureties, shall agree to this procedure.

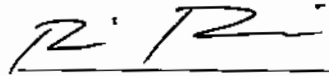
Should legal action be brought by one party against the other, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, forensic consultant and expert witness fees, and other documented expenses, as well as the value of time spent by the prevailing party and those in that party's employ to research the issues in question, discuss matters with attorneys and others, prepare for depositions, respond to interrogatories, and so on. Insofar as CONSULTANT is concerned, the value of time spent and expenses incurred shall be computed based upon CONSULTANT's prevailing fee schedule.

**13. Governing law**

Unless otherwise provided, the substantive law of the state of California will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

**MBK Engineers**

By:   
Name and title: Ric Reinhardt, P.E.  
Date: August 11, 2005  
Federal ID number: 94-2282149

**Three Rivers Levee Improvement Authority**

By: \_\_\_\_\_  
Name and title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM  
DANIEL G. MONTGOMERY  
COUNTY COUNSEL**

BY: 



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## SCHEDULE OF FEES

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1. Standard Fees:

	<u>Per Hour</u>
Principal	\$140-175
Supervising Engineer	115-150
Senior Engineer	105-130
Engineer	90-120
Hydrologist	80-115
Assistant Engineer	75-95
Junior Engineer	70-85
GIS Specialist	70-115
Technician/Drafter	70-90
Engineering Aide	40-60
3-Man Survey Crew	180
2-Man Survey Crew	150
GPS Equipment	40

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$350 per hour for principals and supervising engineers, \$200 per hour for registered engineer staff, and \$150 per hour for other staff.
3. Automobile mileage is billed at .44¢ per mile away from Sacramento or other such headquarters as may be established.
4. All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Professional services provided by others billed through MBK at cost plus a service charge of 15%.
5. Billings will be made monthly and payment will be due within 30 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

**ATTACHMENT B**



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273

Telephone: (530) 749-7575 Fax: (530) 749-7312

September 6, 2005

TO: Three Rivers Levee Improvement Authority Board (TRLIA)  
FROM: Randy Margo, Deputy Executive Director *Randy Margo*  
SUBJECT: Deposit of Funds for Acquisition of Danna & Danna Properties

### Recommended Action

Authorize the Auditor-Controller to issue checks in the amounts of \$4,171,300 and \$2,769,000 to the State Treasury for the purchase of properties required to construct the setback levee project.

### Reason for Recommendation

Payment of the appraised fair market value of the properties is legally required in order to obtain right-of-entry to construct the project. The values have been determined by Bender & Rosenthal, Inc. a professional appraisal firm hired by TRLIA to ascertain the value of these properties.

### Background

TRLIA hired Bender & Rosenthal to determine the value of the properties required to construct levee improvements within the South Yuba Basin area. Representatives of Bender & Rosenthal began meeting with Mr. Steven Danna on April 29, 2005, to evaluate the fair market value of properties owned by him and his investors for the purpose of acquiring such properties for the setback levee project. Bender & Rosenthal has determined that the fair market value in question, based upon methods permitted under statute, resulted in the amount of \$4,171,300 for assessor parcel numbers 016-150-004 and 016-150-019 as well as \$2,769,000 for assessor parcel numbers 016-120-005, 016-150-120 and 015-150-021, totaling \$6,940,300.

### Discussion

In order for TRLIA to obtain right-of-entry to construct the setback levee project, the fair market value for the properties must be submitted to the State Treasury and available to the property owners and investors. TRLIA will be attempting to seek a court order for possession of the properties on September 8, 2005. Consequently, Board action is required to submit the funds in a timely manner.

### Fiscal Impact

Payment of these funds will come initially from developer fees, to be later reimbursed on a 70/30 percent ratio between Proposition 13 funds and developer funds. Importantly, these payments could draw down TRLIA's fund balance to \$500,000 pending further discussion with the developers for additional cash transfers into the trust account.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

FINAL BUDGET HEARINGS FISCAL YEAR 2005/2006

JUNE 28, 2005

The Board of Directors of the Three Rivers Levee Improvement Authority reconvened on the above date, at 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, Dan Logue and Richard Webb. Also present were Executive Director Kent McClain, Chief Financial Officer Dean Sellers, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

Fiscal Year 2005/2006 Budget: Assistant Director Randy Margo advised pursuant to Board direction at the hearing of June 21, 2005, the Professional Services line item has been increased \$6,000 to reflect a \$50 stipend per meeting for each Board member, which was estimated at two Board meetings per month for five members.

In response to an inquiry by Chairman Webb, Mr. Margo advised legal services for \$100,000 are an estimate for representation at the Reclamation Board and other venues and not for land acquisition costs which are included in project costs.

Chairman Webb inquired if there were any further Board or public comments. No one came forward.

Upon motion of Director Logue, seconded by Director Griego and unanimously carried, the Budget Hearings for Fiscal Year 2005/2006 were closed.

CLOSE  
HEARING

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 2:10 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS  
AND SECRETARY OF THE PUBLIC AUTHORITY

\_\_\_\_\_  
Approved: \_\_\_\_\_

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JUNE 28, 2005 – SPECIAL MEETING

A special meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:15 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Kent McClain, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

ACTION ITEMS

A. Public Necessity Acquisition: Legal Counsel Bob Rosenthal, Bender Rosenthal Inc., advised Wal-Mart has agreed to continue this item to the meeting of July 5, 2005 and waived noticing requirements. Mr. Rosenthal advised the public hearing should be opened for comment.

Chairman Webb opened the public hearing and inquired if anyone wished to address this issue. No one came forward. Chairman Webb continued the matter to the meeting of July 5, 2005. CONTINUE TO 7/5/05

B. Environmental Impact Report Addendum/Bear River-Western Pacific Interceptor Canal (WPIC)Levee Project: Jones and Stokes Project Manager Chris Elliott recapped the proposed addendum to project refinements to meet Army Corps of Engineers' criteria and conditions and responded to Board inquiries.

Upon motion of Director Griego, seconded by Director Logue, and unanimously carried, the Board adopted Resolution No. 05-04, which is entitled: "RESOLUTION TO ADOPT THE ADDENDUM TO THE CERTIFIED ENVIRONMENTAL IMPACT REPORT FOR THE BEAR RIVER AND THE WESTERN PACIFIC INTERCEPTOR CANAL LEVEE PROJECT." ADOPT RESOLUTION NO. 05-04

C. Levee Improvement Project Status Report: The following individuals provided a Power Point presentation on the identified projects and responded to Board inquiries: RECEIVE PRSNTATION.

- Project Engineer/Manager Ani Bhattacharyya, Project Overview
- HDR Engineer Chris Krivance, Phase II Levee Repairs (Bear River, WPIC, Yuba River Levees, and Olivehurst Detention Basin)
- Kleinfelder Vice President Ray Costa, Phase IIB - Geotechnical Investigation for Simpson Lane
- Bookman-Edmonston Project Manger Ray Hart, Phase III Bear River Levee Setback
- Bender Rosenthal Bob Morrison Right-of-Way Manger, Right-of-way acquisition for projects
- Kleinfelder Vice President Ray Costa, Phase IV - Geotechnical Investigation for Yuba and Feather Rivers

Director Logue left the meeting at 3:15 p.m. and did not return.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:37 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS  
AND SECRETARY OF THE PUBLIC AUTHORITY

\_\_\_\_\_  
Approved: \_\_\_\_\_

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JULY 5, 2005

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 3:36 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Kent McClain, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

ACTION ITEMS

A. Public Necessity/Eminent Domain: Chairman Webb advised of the procedures to be followed during consideration of four resolutions regarding public necessity.

Project Manager Bob Morrison gave a Power Point presentation which recapped the following properties and design alternatives for the Phase 2 Levee Repair Project and responded to Board inquiries:

- Assessors Parcel No. 020-020-083, 084 (Walmart)
- Assessors Parcel No. 020-020-080 (Raetz)
- Assessors Parcel No. 020-020-054 (Harmon)
- Assessors Parcel No. 020-020-081, 082 (Auburn Manor)

HDR Engineer Chris Krivanec responded to Board inquiries regarding seepage berm design.

Mr. Dennis Viglione, Counsel for Mr. Harmon and Auburn Manor, advised of concurrence for necessity however, felt the requirement regarding "greatest public good and least private injury" had not been met regarding design and compensation.

Mr. Mathew Harmon, property owner, recapped a previous levee breakage and repair performed at that time, felt a slurry wall construction for this project was the best option, and expressed concern regarding drainage issues during high water events.

Mr. Steve Raetz, Yuba City, questioned noticing procedures and advised "some tenants" had not received the 90-day notice.

Following Board discussion, Chairman Webb opened the public hearing. No one came forward.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board adopted the following resolutions:

- Resolution No. 05-05, which is entitled: "A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE YUBA RIVER LEVEE SYSTEM (CODE CIV. PROC. §124.230)," as it relates to Parcel No. 020-020-054. ADOPT RESOLUTION NO. 05-05
  
- Resolution No. 05-06, which is entitled: "A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE YUBA RIVER LEVEE SYSTEM (CODE CIV. PROC. §124.230)," as it relates to Parcel No. 020-020-080. ADOPT RESOLUTION NO. 05-06
  
- Resolution No. 05-07, which is entitled: "A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE YUBA RIVER LEVEE SYSTEM (CODE CIV. PROC. §124.230)," as it relates to Parcel No. 020-020-081 and 020-020-82. ADOPT RESOLUTION NO. 05-07
  
- Resolution No. 05-08, which is entitled: "A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE YUBA RIVER LEVEE SYSTEM (CODE CIV. PROC. §124.230)," as it relates to Parcel No. 020-020-083 and 020-020-84.

B. BE/GEI Change of Contract No. 2: Upon motion of Director Griego, seconded by Director Logue, and unanimously carried, the Board approved Change of Contract No. 2 with BE/GEI, Inc. for investigation and design of the Bear River Setback Levee and authorized the Chairman to execute same. APPROVE CHANGE OF CONTRACT



C. Minutes: Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved the minutes of the regular meetings of June 7 and 14, 2005, as written. APPROVE MINUTES

D. Nordic Industries, Inc./Phase II Construction: Executive Director Kent McClain recapped the proposed project construction, advising one bid had been received from Nordic Industries, Inc. and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board awarded Contract No. PH2-2005/06-01 to Nordic Industries Inc. for Phase II Construction in the amount of \$19,895,075 and authorized the Chairman to execute same upon review and approval of County Counsel. AWARD CONTRACT

#### BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Executive Director Kent McClain:

- Federal Emergency Management Agency workshop on Monday July 11, 2005 at 10:00 a.m. in Government Center Conference Room 1

Director Webb:

- Reclamation District 784 meeting of June 28, 2005

#### PUBLIC COMMUNICATIONS

No one came forward.

#### ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 5:18 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS  
AND SECRETARY OF THE PUBLIC AUTHORITY

\_\_\_\_\_  
Approved: \_\_\_\_\_

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JULY 12, 2005

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Kent McClain, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

ACTION ITEMS

A. HDR Engineering Inc./Change of Scope of Services: Assistant Director Randy Margo recapped the proposed agreement to change the scope of services to include management services for Phase 2 Design and Construction and recommended the proposed budget be presented to the Landowner's Committee for review. Mr. Margo responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved a change of scope of services to an agreement with HDR Engineering, Inc. for Phase 2 Design and Construction and referred the proposed budget to the Landowner's Committee for review.

APPROVE  
CHANGE  
IN SCOPE

B. Construction Grant Application: Assistant Director Randy Margo recapped the purpose of the grant application and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Brown, and unanimously carried, the Board adopted Resolution No. 05-09, which is entitled: "RESOLUTION TO AUTHORIZE PREPARATION AND SUBMITTAL OF AN IMPLEMENTATION GRANT APPLICATION FOR PHASE 2 CONSTRUCTION."

ADOPT  
RESOLUTION  
NO. 50-09

C. Supplemental Feasibility Study Grant Application: Assistant Director Randy Margo and Public Works Director Kevin Mallen recapped the purpose of the grant application and responded to Board inquiries.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board adopted Resolution No. 05-10, which is entitled: "RESOLUTION TO UNDERTAKE A SUPPLEMENTAL FEASIBILITY STUDY, RD784 FLOOD CONTROL AND LEVEE IMPROVEMENT PROJECT, PHASE 4." ADOPT RESOLUTION NO. 05-10

D. Minutes: Upon motion of Director Griego, seconded by Director Logue, and unanimously carried, the Board approved the minutes of the June 21, 2005 Budget Hears and special meeting of June 21, 2005. APPROVE MINUTES

BOARD AND STAFF MEMBERS' REPORTS

Reports were received on the following:

Executive Director Kent McClain:

- First construction meeting regarding Phase 2 Construction held Monday, July 11, 2005 and Notice to Proceed

PUBLIC COMMUNICATIONS

No one came forward.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 2:18 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS  
AND SECRETARY OF THE PUBLIC AUTHORITY

\_\_\_\_\_  
Approved: \_\_\_\_\_

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

AUGUST 2, 2005

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 3:35 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, and Dan Logue. Director Richard Webb was absent. Also present were Executive Director Kent McClain, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Vice-chair Griego presided.

ACTION ITEMS

A. 2004/2005 Budget Adjustments: Assistant Director Randy Margo recapped budget adjustments for Fiscal Year 2004/2005.

Upon motion of Director Logue, seconded by Director Brown, and carried with Director Webb being absent, the Board approved journal entries in the total amount of \$25,553.50 for Fiscal Year 2004/2005.

APPROVE

B. Phase 3 Levee Improvement Project: Following presentation by Assistant Director Randy Margo and upon motion of Director Logue, seconded by Director Brown, and carried with Director Webb being absent, the Board adopted Resolution No. 05-11, which is entitled: "RESOLUTION TO AUTHORIZE PREPARATION AND SUBMITTAL OF AN IMPLEMENTATION GRANT APPLICATION FOR PHASE 3 CONSTRUCTION."

ADOPT  
RESOLUTION  
NO. 05-11

PUBLIC COMMUNICATIONS

Mr. Walt Whinton, Linda, expressed concern regarding need for fifth Board Director and urged appointment.

BOARD AND STAFF MEMBERS' REPORTS

Executive Director Kent McClain advised Phase 4 construction costs are estimated to be \$95 million.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:40 p.m. by Vice-chair Griego.

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS  
AND SECRETARY OF THE PUBLIC AUTHORITY

\_\_\_\_\_  
Approved: \_\_\_\_\_

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

AUGUST 30, 2005

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:03 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Mary Jane Griego, and Richard Webb. Director Dan Logue was absent. Also present were Executive Director Kent McClain, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

CLOSED SESSION

The Board retired into closed session at 2:04 p.m. to discuss one case of threatened litigation pursuant to Government Code §54956.9(b) and returned into open session at 2:48 p.m. with all Board and staff members present as indicated above.

There was no announcement.

ACTION ITEMS

A. Resolutions of Necessity/Danna and Danna Inc. and Danna Investment Company: Chairman Webb advised of the procedures to be followed during consideration of four resolutions regarding public necessity.

Project Manager Bob Morrison gave a Power Point presentation which recapped the following properties and design alternatives for the Bear River Levee System and responded to Board inquiries:

- Assessor's Parcel No. 016-120-005, Danna and Danna Inc.
- Assessor's Parcel No. 016-150-020, Danna and Danna Inc.
- Assessor's Parcel No. 016-150-021, Danna and Danna Inc.
- Assessor's Parcel No. 016-150-004, Danna Investment Company
- Assessor's Parcel No. 016-150-019, Danna Investment Company

Chairman Webb inquired if there were any comments of property owners or their representatives. No one came forward.

Chairman Webb inquired if there were any public comments. No one came forward.

Special Counsel Rich Brown recapped the subsequent legal process if the proposed resolutions were adopted and responded to Board inquiries.

Upon motion of Director Griego, seconded by Director Brown, Director Logue being absent, the Board adopted the following resolutions:

- Resolution No. 05-12, which is entitled: "A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE BEAR RIVER LEVEE SYSTEM (CODE CIV. PROCE. §1245.230)," as it relates to Assessor's Parcel Nos. 016-120-005, 016-150-020, 016-150-021. ADOPT  
RESOLUTION  
NOS. 05-12  
AND 05-13
- Resolution No. 05-13, which is entitled: "A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE BEAR RIVER LEVEE SYSTEM (CODE CIV. PROCE. §1245.230)," as it relates to Assessor's Parcel Nos. 016-150-004 and 016-150-019.

Upon motion of Director Griego, seconded by Director Brown, and Director Logue being absent, the Board directed General Counsel and Special Counsel to proceed with actions in eminent domain to acquire the necessary property for the repair, construction, installation, and maintenance of the Bear River portion of the levee system. DIRECT  
COUNSEL

B. Phase 3 Levee Improvement Project/Amendment to Grant: Assistant Director Randy Margo and Project Manager Ani Bhattacharyya recapped the amendment for changes in scope of work for the Phase 3 design grant and responded to Board inquiries.

Upon motion of Director Griego, seconded by Director Brown, Director Logue being absent, the Board approved submittal to the California Department of Water Resources a request for amendment to the approved Proposition 13 Grant amount for Contract No. 4600003891 for Phase 3 Design Grant in the amount of \$1,589,810 and authorized the Executive Director to execute same. AUTHORIZE  
CHANGE

C. Environmental Mitigation/Financial Surety: Project Coordinator Chris Elliott, Jones and Stokes, recapped estimated financial assurances for environmental mitigation required prior to start of levee construction scheduled to begin September 16, 2005 for United States Army Corps of Engineers, Fish and Wildlife Services, and California Department of Fish and Game and responded to Board inquiries.



Upon motion of Director Griego, seconded by Director Brown, Director Logue being absent, the Board authorized the Executive Director to pursue negotiations regarding financial surety required for environmental mitigation for levee projects.

AUTHORIZE  
NEGOT.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:54 p.m. by Chairman Webb.

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMAYER  
CLERK OF THE BOARD OF SUPERVISORS  
AND SECRETARY OF THE PUBLIC AUTHORITY

\_\_\_\_\_  
Approved: \_\_\_\_\_