



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA

## **JUNE 27, 2006 SPECIAL MEETING**

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

**Unless otherwise indicated**

**No other business shall be conducted at this meeting. The public shall have an opportunity to address the Board only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers must fill out a "Request to Speak" card and submit it to the Secretary.**

2:00 P.M. I **ROLL CALL** – Directors Rick Brown, Mary Jane Griego, Dan Logue, Richard Webb

II **CONSENT ITEMS: All matters listed are considered to be routine and can be enacted in one motion.**

- A. Repeal Resolution No. 05-02 and adopt resolution allowing Paul G. Brunner, TRILIA Executive Director, to assume the duties outlined specifically for Charles K. (Kent) McClain, former TRILIA Executive Director.
- B. Approve amendment to contract with EIP for environmental project management support and authorize the Chairman to execute same.
- C. Approve amendment to contract with EPS for financial support, particularly in establishing the proposed Community Facilities District and Bond process, and authorize the Chairman to execute same.
- D. Approve contract amendment with GEI Consultants for the alternative analysis of the TRILIA Phase 4 Feather River Levee Repairs.

III **DISCUSSION ACTION ITEMS**

- A. Approve operation and maintenance agreement with State Reclamation Board for the Bear River Setback Levee and authorize Chairman to execute same.
- B. Accept Fiscal Year 2006/2007 Proposed Budget; direct Executive Director to make copies available for public inspection; and set Final Budget Hearings to begin at 2:30 p.m. July 11, 2006.

IV **BOARD AND STAFF MEMBERS' REPORTS**

V **ADJOURN**



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GOVERNMENT CENTER – 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CA 95901-5273  
(530) 749-7575 (530) 749-7312 Fax

June 27, 2006

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, P.E., Executive Director *PGB*

SUBJECT: Update TRLIA Resolution No. 05-02 to reflect new TRLIA Executive Director

## **Recommended Action**

Repeal Resolution No. 05-02 and approve new resolution to allow Paul G. Brunner, new TRLIA Executive Director, to assume the duties outlined specifically for Charles K. (Kent) McClain, former TRLIA Executive Director. Resolution delegates TRLIA authority to carry out certain functions with respect to the acquisition of property and/or property interests and the relocation of displaced persons in connection with the TRLIA project

## **Discussion**

The TRLIA Board previously delegated numerous functions regarding the property acquisition process to Kent McClain. The resolution before you will continue the policy of having the Executive Director handle most land acquisition issues. When eminent domain becomes necessary, the Board will, of course, be fully involved in that process. Rich Brown, TRLIA eminent domain counsel, drafted the resolution and recommends its approval.

## **Fiscal Impact**

None

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
DELEGATING TO PAUL BRUNNER THE AUTHORITY  
TO CARRY OUT CERTAIN FUNCTIONS WITH RESPECT TO  
THE ACQUISITION OF PROPERTY AND/OR  
PROPERTY INTERESTS AND  
THE RELOCATION OF DISPLACED PERSONS IN  
CONNECTION WITH THE  
THREE RIVERS LEVEE IMPROVEMENT PROJECT**

**Facts and Circumstances**

**This Resolution** is adopted with reference to the following facts and circumstances, among others:

A. The Three Rivers Levee Improvement Authority ("TRLIA") previously delegated certain duties and responsibilities regarding the acquisition of real property and related matters to Charles K. (Kent) McClain by Resolution No. 05-02.

B. Mr. McClain has retired and Paul Brunner has been named Executive Director of TRLIA.

C. The Board of TRLIA wishes to delegate to Mr. Brunner the same duties and responsibilities regarding the acquisition of real property and related matters as it previously delegated to Mr. McClain.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TRLIA that:

1. Resolution No. 05-02 is hereby repealed.

2. In order that the administrative functions relating to the acquisition of real property and/or property interests, and the relocation of displaced persons, in connection with the Three Rivers Levee Improvement Project ("the Project") be carried out in a proper manner, Paul Brunner, or any person who he specially authorizes to act on his behalf, is authorized and directed to act on behalf of TRLIA as follows:

A. To approve a property acquisition and relocation program and certification of the Project for construction.

B. To authorize the commencement of the appraisal process, including authorizing the Right-Of-Way Consultant to send out notices of intent to appraise.

C. To review and approve appraisals of the needed property and/or property interests to be acquired by TRLIA for the Project.

D. To establish just compensation for the property and/or property interests to be acquired by TRLIA, to obligate funds for acquisition and relocation, and to provide authorization to acquire the needed property and/or property interests.

E. To approve the written offers of just compensation to acquire property and/or property interests needed for the Project based on approved appraised values as required by Government Code §7267.2.

F. To approve requests for appraisal revisions and administrative settlements up to those amounts authorized by the Board of Directors from time to time.

G. To execute agreements for the purchase of property and/or property interests, together with escrow instructions, which set forth the terms and conditions of conveyances of the applicable property, or property interests, to TRLIA.

H. To accept deeds and easement documents conveying property and/or property interests to the TRLIA for recording in accordance with Government Code §27281.

I. To recommend to the Board of Directors the creation of an appeals board, if necessary, to hear appeals from displaced persons regarding the adequacy of relocation assistance and to recommend persons to be appointed to such a board.

J. To take such further actions as may be reasonably necessary from time to time to carry out the objectives and purposes previously set forth.

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_ 2006, by the Board of Directors of TRLIA, by the following vote:

AYES:

NOES:

ABSENT:

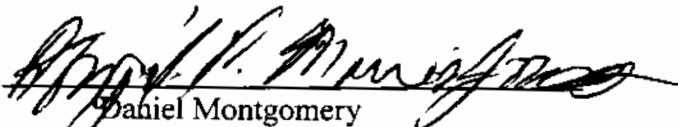
ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Donna Stottlemeyer  
Secretary

APPROVED AS TO FORM:

  
Daniel Montgomery  
General Counsel



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GOVERNMENT CENTER – 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CA 95901-5273  
(530) 749-7575 (530) 749-7312 Fax

June 27, 2006

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, P.E., Executive Director *RS*  
By Ric Reinhardt, Program Manager  
SUBJECT: Consider Amendment to Contractual Agreement with EIP Associates for  
Environmental Project Management Services

## **Recommended Action**

Approve a contract amendment (document attached) to the contract with EIP Associates for Environmental Project Management Services. This amendment to EIP's contract is to extend the termination date from June 30, 2006 to December 31, 2006, and to expand the fee for services from a maximum of \$40,000 to a maximum of \$100,000, an increase of \$60,000.

## **Discussion**

TRLIA's Agreement with EIP Associates' runs through June 30, 2006. In order to provide Environmental Project Management Services through the end of 2006 the contract must be extended. The fee estimate is based on expected activities through the summer and fall of 2006, involving management of continued permitting and implementation of Phase 2 and 3 construction, and CEQA documentation and initial permitting activities for Phase 4 construction.

## **Fiscal Impact**

The contract amendment would increase expenditures by \$60,000.

FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
EIP ASSOCIATES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("AUTHORITY") and EIP ASSOCIATES, a division of PBS&J Inc. ("CONTRACTOR").

**RECITALS:**

WHEREAS, the AUTHORITY and CONTRACTOR entered into an agreement to provide Environmental Project Management Services which was dated February 7, 2006 ("AGREEMENT");

WHEREAS, Article 16 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties:

WHEREAS, the AUTHORITY and CONTRACTOR desire to amend the AGREEMENT;

NOW, THEREFORE, the AUTHORITY and CONTRACTOR agree as follows:

1. The consultant name shall be revised to EIP, a division of PBS&J.
2. Article 2 of the AGREEMENT shall be revised to extend the termination date from June 30, 2006 to December 31, 2006.
3. Attachment A, Article A-2 shall be revised to extend the termination date from March 31, 2006 to December 31, 2006.
4. Attachment B, Article B-1 shall be revised to change the maximum amount of the compensation from Forty Thousand dollars (\$40,000) to not to exceed One Hundred Thousand dollars (\$100,000).
5. Attachment D, Article D-3, the name of consultant shall be revised to EIP, a division of PBS&J.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This AMENDED AGREEMENT is hereby executed on this \_\_\_\_ day of \_\_\_\_\_ 2006.

AUTHORITY

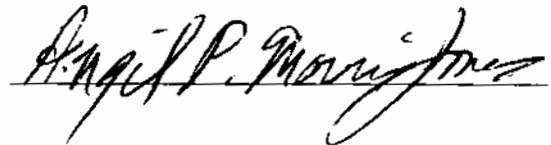
CONTRACTOR

BY: \_\_\_\_\_  
"THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY"

BY: \_\_\_\_\_  
"EIP ASSOCIATES, a division of PBS&J"

APPROVED AS TO FORM:  
DANIEL G. MONTGOMERY

THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY COUNSEL





# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

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

TO: Three Rivers Levee Improvement Authority Board (TRLIA)  
FROM: Paul Brunner, Executive Director *PBB*  
By Randy Margo, Deputy Executive Director *RM*  
SUBJECT: Consider Amendment to Phase IV Funding Analysis Contract with EPS

## Recommended Action

Approve contract amendment with EPS to provide a Tax Formula, a Rate and Method of Apportionment, Levee Improvement Fees, Technical Support for the Three Rivers Community Facilities District (CFD), Technical Support for Flood Control Funding Options, and a new Funding Agreement.

## Purpose of Recommendation

EPS has been under contract to assist TRLIA in providing technical support for financing levee improvements. Amending this contract will continue these efforts until the job is finished.

## Background

EPS has been assisting TRLIA in developing a tax formula strategy, a Rate and Method of Apportionment, establishment of levee improvement fees and technical support pertaining to the TRLIA Community District funding options. The purpose of this contract amendment is to continue those efforts, specifically assisting with the preparation of a new Community Facilities District, and preparation of a new Funding Agreement, along with representing TRLIA's funding options in front of the State Board of Reclamation.

## Fiscal Impact

Amending the contract will increase the authorized amount from \$50,000 to \$90,000. To date, EPS has accrued approximately \$40,000 for this work.





**RECEIVED**

JUN 9 2006

Economic &  
Planning Systems

*Public Finance  
Real Estate Economics  
Regional Economics  
Land Use Policy*

June 5, 2006

**ADMINISTRATION**

Mr. Randy Margo  
Yuba County Office of Public Administration  
915 8th Street  
Marysville, CA 95901

**Subject: Three Rivers Phase IV Financing Implementation Support; EPS #13579 Task 11**

Dear Mr. Margo:

Economic & Planning Systems, Inc., (EPS) appreciates having worked with you over the past few months providing a Tax Formula Strategy, a Rate and Method of Apportionment, Levee Improvement Fees, Technical Support for the Three Rivers Community Facilities District (CFD), Technical Support for Flood Control Funding Options, and an Advance Funding Agreement. The purpose of this letter is to request the addition of a new task, **Task 11**, to provide technical support for the implementation of the Phase IV Financing Plan to the Three Rivers Joint Powers Authority (JPA).

Previously, through work performed under **Task 10**, EPS provided the following services:

- Provide additional flood control funding analyses;
- Attend meetings;
- Participate in conference calls;
- Prepare materials for presentation to the State Reclamation Board and other stake holders;
- Assist with preparing a new or revised Advanced Funding Agreement; and
- Assist with restructuring the existing Mello-Roos CFD and forming a new CFD.

Over the past several months EPS has worked with the County's team of consultants and the affected landowners to help prepare a financing plan for funding Phase IV levee repair work. To date, the team has prepared a conceptual plan which includes implementing a levee repair development impact fee (which was prepared under our **Task 9** contract) a Mello-Roos CFD, as well as Implementation and Advanced Funding Agreements. The plan is currently being reviewed and refined by the parties involved.

The complexity of the proposed plan will necessitate continued involvement by EPS to insure that the plan, as it is refined, provides the required capital to fund levee improvements. The County will be required to develop procedures and processes, which are acceptable to the stakeholders carry out the financing plan. EPS through its experience in developing the plan, is well qualified to work with the County in providing support to implement the plan.

**SACRAMENTO**

2150 River Plaza Drive, Suite 100  
Sacramento, CA 95833  
www.epsus.com

phone: 916-649-8018  
fax: 916-649-2078

**BERKELEY**

phone: 510-841-9190  
fax: 510-841-9238

**DENVER**

phone: 303-673-3337  
fax: 303-673-9109

**TASK 11: PROVIDE TECHNICAL SUPPORT FOR THE IMPLEMENTATION OF THE PHASE IV FINANCING PLAN**

The technical support provided in **Task 11** will cover the following services:

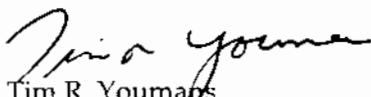
- Attend meetings;
- Participate in conference calls;
- Prepare materials for presentation to the County, TRLIA and the landowners;
- Assist with reviewing a revised Implementation and Advanced Funding Agreement;
- Assist the County with developing procedures and processes for administering the Phase IV Funding Mechanisms; and
- Provide Ad-Hoc technical support as requested.

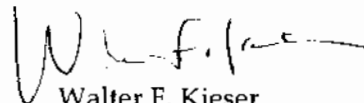
EPS expects this task to require work similar to that for **Tasks 10 & 8**. To date, EPS already has accrued approximately **\$40,000** of time-and-materials expenses working to resolve implementation issues and requests a budget of **\$50,000** more to complete **Task 11**. Therefore, the total estimated budget to complete **Task 11** is **\$90,000**. EPS charges for its services on a direct cost (hourly billing rates and direct expenses) not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. If additional work or attendance at more meetings is requested, EPS will request authorization for additional budget with the understanding that terms would be negotiated in good faith. EPS's Standard Terms and Conditions and Hourly Billing Rates are attached as part of this letter agreement.

Again, EPS appreciates the opportunity to continue working on this project. To approve this request, please sign and return one original letter agreement and keep the other one for your records. Please call Seth Wurzel, the project manager, at (916) 649-8010 if you have questions about or if you require changes to this request.

Sincerely,


ECONOMIC & PLANNING SYSTEMS, INC.

  
Tim R. Youmans  
Managing Principal

  
Walter F. Kieser  
Managing Principal

/ms  
Attachment

Approved:

APPROVED AS TO FORM  
DANIEL G. MONTGOMERY,  
COUNTY COUNSEL  
BY:   
Date

Paul G. Brunner, Executive Director

## EPS 2006 HOURLY BILLING RATES

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Managing Principal	\$250
Principal	\$225
Senior Vice President	\$200
Vice President	\$175
Senior Technical Associate	\$160
Senior Associate	\$150
Associate	\$115
Research Analyst II	\$95
Research Analyst I	\$75
Production and Administrative Staff	\$60

*Billing rates are adjusted annually.*

## **ATTACHMENT A**

### **STANDARD TERMS AND CONDITIONS**

#### **1. AUTHORITY.**

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

#### **2. INDEPENDENT CONTRACTOR.**

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

#### **3. INSURANCE.**

CONSULTANT shall maintain the following insurance:

- Workers Compensation as required by law;
- General Liability insurance policy of \$1,000,000 for personal injury and property damage;
- Auto Liability insurance of \$1,000,000, combined single limit for bodily injury and property damage covering all vehicles including hired cars, owned and non-owned vehicles;
- Errors and Omissions/Professional Services Liability insurance in the amount of \$1,000,000.

#### **4. PERSONNEL.**

The CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

#### **5. INTEREST OF CONSULTANT.**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

**6. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.**

CLIENT may publish, distribute or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS ("EPS work product"), in whole or in part, for purposes of this Project (as described in an attached Work Order). This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS work product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS work product for purposes unrelated to the Project, (ii) modify EPS work product, or (iii) disclose or distribute any EPS work product to any other person, firm or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

**7. CONFIDENTIALITY.**

Any reports, information or data given to or prepared or assembled by the CONSULTANT under this Agreement which the CLIENT requests in writing to be kept confidential shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

**8. AMENDMENTS TO THE CONTRACT.**

No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

**9. DISPUTED INVOICES.**

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify the CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

**10. AUDITS AND INSPECTIONS.**

Upon reasonable notice, CLIENT may inspect any books, records or other materials that pertain directly to this Agreement.

**11. COMPENSATION FOR TESTIMONY AND PREPARATION THEREOF.**

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that Consultant or a Subconsultant, (or if CONSULTANT or a Subconsultant is otherwise required) to testify, provide information, produce materials or otherwise spend time on such action, then CLIENT shall pay CONSULTANT or Subconsultant for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

**12. TERMINATION OF AGREEMENT.**

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, upon completion of any task described in the scope of services. In such event the CLIENT will pay to the CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based upon any claim of CONSULTANT default such payment shall include any sums withheld pursuant to this Agreement. In addition, the CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement incurred by the CONSULTANT during the period of the Agreement which are directly attributable to the incomplete portion of the services covered by this Agreement.

**13. INDEMNIFICATION/LIMITATION OF LIABILITY.**

CLIENT agrees to release, indemnify, hold harmless, and defend CONSULTANT and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of CONSULTANT.

CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials or petroleum products and/or petroleum components or constituents and not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials or petroleum products and/or petroleum components or constituents.

**14. STANDARD OF PERFORMANCE.**

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based upon the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS assume that no significant changes in Project conditions will occur beyond those expressly discussed in EPS work product. EPS shall be able to rely on information provided to it by the CLIENT and EPS shall have no responsibility to audit or otherwise verify such information.

**15. FORCE MAJEURE.**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes or other disasters.

**16. ARBITRATION AND ATTORNEYS FEES.**

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in the County of Sacramento, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). In Arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision or ward of the arbitrator shall be binding upon the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

**17. GOVERNING LAW.**

This contract will be governed by and construed in accordance with the laws of the State of California.

**18. NOTICE.**

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective upon receipt of notice of such change by the opposite party.



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GOVERNMENT CENTER – 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CA 95901-5273  
(530) 749-7575 (530) 749-7312 Fax

June 22, 2006

TO: Three Rivers Levee Improvement Authority Board  
FROM: Ric Reinhardt, Program Manager  
SUBJECT: Consider Amendment 2 to Contractual Agreement with GEI Consultants for  
TRLIA Phase 4, Levee Alternatives Analysis

## **Recommended Action**

Approve a contract amendment (Amendment 2) with GEI Consultants for the alternative analysis of the TRLIA Phase 4, Feather River Levee Repairs. The specific amendment terms are detailed in the attached document (i.e., the contract document).

## **Discussion**

The Feather River section of Phase 4 of the TRLIA project comprises the east bank levee of the Feather River between the Bear and the Yuba River levees. Current contract efforts are evaluating the feasibility of a setback levee from project levee mile (PLM) 17.1 to 23.6. Part of the alternative analysis is to complete an update of the economic benefits realized from repairing the levees surrounding Reclamation District 784. The flooding of New Orleans by Hurricane Katrina identified a whole new category of costs incurred when large numbers of people are relocated and businesses close due to flooding. Prevention of these types of costs are a benefit of the TRLIA levee repair program that has not been adequately described. This update of the benefits and capturing of all legitimate benefits is important because this information will be needed to support requests for State funds that may become available under AB 142 and AB 140. This amendment to GEI's contract is to perform studies to estimate what these benefits would be and to further bolster the need for the repairs underway. The final amendment amount is for \$32,700.

## **Fiscal Impact**

The contract amendment would increase the existing contract by \$32,700 for services on a time-and-expenses basis, to a maximum amount not to exceed \$4,554,340 without prior authorization by TRLIA. The BE/GEI contract amendment is a time and materials contract that can be terminated without penalty.



AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES  
FOR  
PHASE 4 FEATHER RIVER LEVEE REPAIRS  
BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND  
BOOKMAN-EDMONSTON/GEI CONSULTANTS

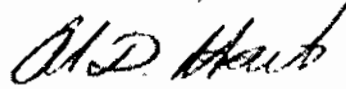
THIS AMENDMENT TO AGREEMENT is made effective June 27, 2006, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
  - 1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee project.
  - 1.2. Effective April 25, 2006, the parties entered into Amendment No. 1 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design for a total of \$4,521,640.
  - 1.3. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.
  
2. **Second Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
  - 2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B-E/GEI, dated December 13, 2005) is amended to expand the scope of work for Task 10, Economic Analysis, to include indirect damages to the benefit analysis.
  - 2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended to include the additional amounts of \$32,700 for a total contract of \$4,554,340.
  
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2006.

THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY OF YUBA COUNTY

BOOKMAN-EDMONSTON, A  
DIVISION OF GEI  
CONSULTANTS, INC.



\_\_\_\_\_  
Paul G. Brunner  
Executive Director

\_\_\_\_\_  
Raymond D. Hart  
Senior Vice President

ATTEST:  
DONNA STOTTEMEYER  
SECRETARY, THREE RIVERS

APPROVED AS TO FORM:  
DANIEL G. MONTGOMERY  
COUNTY COUNSEL

\_\_\_\_\_

\_\_\_\_\_



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GOVERNMENT CENTER – 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CA 95901-5273  
(530) 749-7575 (530) 749-7312 Fax

June 27, 2006

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, P.E., Executive Director *PGB*  
By Scott Shapiro, Special Counsel

SUBJECT: Operation and Maintenance agreement with State Reclamation Board for the Bear River Setback Levee

## **Recommended Action**

Consider for approval the Local Project Cooperation Agreement (attached).

## **Background**

The Three Rivers Levee Improvement Authority has previously received permission from the State Reclamation Board to construct the Bear River setback levee (Permit 17782). The State Reclamation Board has also granted permission to Three Rivers to degrade the existing Bear River levee (permit 17979). However, Permit 17979 is subject to Three Rivers obtaining Corps approval to degrade the existing levee in conjunction with the construction of the new setback levee. On June 21, 2006, Three Rivers received this approval from the Corps (also attached).

The Corps approval, referred to as a 408 approval because it occurred pursuant to section 408 of the United States Code (title 33), initiates a process whereby the old levee is removed from the Sacramento River Flood Control Project, and the new setback levee is added to the Sacramento River Flood Control Project. As with all facilities that are part of the SRFCP, the Corps will then transfer the new levee to the State of California. Under decades-long practice, the State will not accept the new facility until it has an assurance that there is a local agency that agrees to operate and maintain the levee. The purpose of this agreement is to provide such an assurance.

## **Discussion**

The agreement would be between Three Rivers and the State of California. It would provide that Three Rivers agrees to take responsibility for the operation and maintenance of the newly constructed levee. The agreement does not preclude Three Rivers from contracting with another entity to perform the actual O&M. Nor does it preclude the eventual assignment of the agreement from Three Rivers to another entity, such as RD 784.

The State Reclamation Board will be considering this agreement at a special meeting tentatively scheduled for July 10. The agreement is a condition of approval for the final 408 approval needed from the State Reclamation Board, an approval that will save Three Rivers \$3-\$5 million by avoiding the need to double handle material and significantly reduce our construction schedule.

**Fiscal Impact**

This agreement may result in additional costs for Three Rivers if Three Rivers seeks to enhance the level of O&M performed on this levee beyond the level currently undertaken by RD 784. However, these potential additional costs may be incurred even without this agreement as part of an effort to make the O&M program more robust in support of levee certification. In addition, these potential additional costs should be covered by the O&M funding plan being developed.



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS  
441 G STREET NW  
WASHINGTON, D.C. 20314-1000

CECW-P

19 JUN 2006

MEMORANDUM FOR Commander, South Pacific Division

SUBJECT: Section 408 Approval of a Flood Control Project Alteration

1. Reference is made to CESPCK-DE Memorandum dated 16 May 2006, subject as above.
2. The subject alteration is approved although the supporting documentation is minimally acceptable. Any future submittals must be in accordance with the forthcoming guidance on 33 U.S.C. 408. Requests for 33 U.S.C. 408 approvals must be accomplished prior to the Section 404 approval whenever a 33 U.S.C. 408 action is part of the consideration.

FOR THE COMMANDER:

A handwritten signature in black ink, appearing to read "S. L. Stockton".

STEVEN L. STOCKTON, P.E.  
Deputy Director of Civil Works

LOCAL PROJECT COOPERATION AGREEMENT  
BETWEEN THE STATE OF CALIFORNIA  
THE RECLAMATION BOARD  
AND  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
FOR THE  
BEAR RIVER SETBACK LEVEE

This Agreement is entered into by and between The Reclamation Board of the State of California, hereinafter referred to as the "Board," and the Three Rivers Levee Improvement Authority, hereinafter referred to as "Local Sponsor," on the \_\_\_\_\_ day of \_\_\_\_\_, in view of the following circumstances:

WHEREAS, the Local Sponsor has requested that the State of California and the United States Department of the Army, hereinafter referred to as "the Government," approve an alteration to the Sacramento River Flood Control Project replacing a portion of the existing Bear River levee and Feather River levee with a newly constructed setback levee (hereinafter referred to as the "Project" and as more specifically defined below); and

WHEREAS, the Board has granted permits for the construction of the new setback levee and for the degradation of portions of the existing levee under Permits 17782 and 17979, respectively; and

WHEREAS, in order for the Board to give satisfactory assurances to the Government that the required local cooperation will be furnished by the State in connection with the Project, the Board requires that the Local Sponsor satisfy certain criteria, which are addressed by the Agreement; and

WHEREAS, the Board has requested that the Government provide authorization for the Project under 33 U.S.C. Section 408 and the Government has provided such authorization; and

WHEREAS, the Board and the Local Sponsor have the power and authority to do all things required of the nonfederal participants for the Project;

NOW, THEREFORE, IT IS HEREBY AGREED:

SECTION I: Definitions

**"Project"** shall mean the construction of the setback levee on the Bear River from approximately one mile north of the Bear and Feather Rivers confluence to a point approximately two miles along the Bear River, including degradation of the remaining unimproved Bear River levee along 5300 lineal feet of the right (north) bank of the Bear River levee and along 3700 lineal feet of the left (east) bank of the Feather River, with the use of some material from the existing levee being incorporated into the new levee.

**"Completion of the Project"** shall occur when, upon completion of Project works by the Local Sponsor, the Government formally accepts and designates Project facilities as a federal project.

SECTION II: Obligations of the Board and the Local Sponsor

- A. Upon Completion of the Project the Board will provide the assurances of nonfederal cooperation required by the Government for the Project.
- B. As more fully provided in Section III below, the Local Sponsor agrees to operate, maintain, repair, replace, and rehabilitate the facilities and related features constructed as part of the Project.
- C. If requested by the Board, the Local Sponsor will assign and record fee title or easements, as appropriate, for all parcels obtained for the Project in the name of the Sacramento and San Joaquin Drainage District. The Board shall ensure that the Local Sponsor is able to maintain the Project, including any environmental mitigation, restoration, and enhancement by, as needed, either granting an easement for operation and maintenance to the Local Sponsor or its designees, or entering into a joint-use agreement with the Local Sponsor or its designees.

### SECTION III: Obligations to Operate, Maintain, Repair, Replace and Rehabilitate

- A. Upon Completion of the Project or any functional portion thereof as determined by the Government, the Board shall turn the completed Project over to the Local Sponsor for operation and maintenance as required by Water Code Section 12642. The turnover will be accompanied by a copy of the Government's Interim Manual for the Operation, Maintenance, Repair, Replacement and Rehabilitation of the Project.
- B. If the Local Sponsor has failed or refused to perform the obligations set forth in this Section and that failure or refusal constitutes, in the opinion of the Government or the Board, a threat to the continued ability of that unit of the Project to meet design specifications or the requirements of the Manual, then the Board or Government may perform the necessary work either with their own forces or by contract. The Local Sponsor will reimburse the Board or the Government for the reasonable costs of performing that work.
- C. Nothing in this Agreement shall prohibit the Local Sponsor from contracting with another public agency to perform the actual operation, maintenance, repair, replacement and rehabilitation required under this section, nor from assigning this agreement to another public agency if approved by the Board.

### SECTION IV: Indemnification

Nothing in this Agreement shall abrogate or alter in any way the indemnifications previously provided by the Local Sponsor, the County of Yuba, and Reclamation District 784 in regard to the Project, all as contained in the *Implementation Agreement in Regard to State Reclamation Board Permit No. 17782 and County of Yuba Ordinances No. 1340 & 1343* and the *Second Implementation Agreement in Regard to State Reclamation Board Permit No. 17782*.



SECTION V: Disputes

Before either party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. Any costs of dispute resolution shall be shared evenly by the parties. The existence of a dispute shall not excuse the parties from performance pursuant to the Agreement.

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

THE RECLAMATION BOARD OF THE  
STATE OF CALIFORNIA

APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY:

By \_\_\_\_\_  
Ben Carter, President

By \_\_\_\_\_  
Scott R. Morgan, Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY

APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY:

By \_\_\_\_\_  
Richard Webb, President

By \_\_\_\_\_  
Scott Shapiro, Special Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

GOVERNMENT CENTER – 915 8<sup>TH</sup> STREET, SUITE 115

MARYSVILLE, CA 95901-5273

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

June 27, 2006

To: TRLIA Board Members

From: Paul G. Brunner, TRLIA Executive Director *PGB*

Subject: Acceptance of Proposed Budget for Fiscal Year 2006-07

## Recommended Actions

1. Accept the Executive Director's Proposed Budget for Fiscal Year 2006-07
2. Direct TRLIA Executive Director to make copies of the Proposed Budget available for inspection by the public
3. Direct Budget Hearing be scheduled to begin on Tuesday July 11, 2006 starting at 2:30 p.m.

## Purpose of Recommended Actions

On the advice of County Counsel, it was recommended that TRLIA follow the same requirements for budget adoption as proscribed by the Yuba County Ordinance Code and state law. Attached is the proposed 2006/07 TRLIA budget for your consideration. State law also requires the Board to notify the public when budget hearings will begin and to provide copies of the Proposed Budget for inspection by the Public.

## Discussion

The proposed budget provides for capital and operational appropriations and revenues anticipated for the period beginning July 1, 2006 through June 30, 2006. Outlined in this budget is an exciting and ambitious capital improvement program to enhance flood protection for Yuba County residents that reside in the South Yuba County area where significant development interest has spurred residential and commercial construction in the Plumas Lake Specific Plan Area, North Arboga Study Area, and the East Linda Specific Plan area. The TRLIA Plan, which began in 2004, is to improve the levees along the Feather, Yuba, and Bear Rivers, and the Western Pacific Inceptor Canal to achieve 200-year flood protection for South Yuba County by the end of the 2008 construction season. In its entirety, the proposed cost to complete this project is in excess of \$250 million.

There are four phases to this capital improvement program. The most critical flood control projects were prioritized and are planned to be done first in order to rapidly reduce the risk flooding to residents as quickly as possible. Phase 1 was the work along the Yuba River along the site of the 1986 levee break was completed in 2004. Phases 2 and 3 were the focus of the 2005 and 2006 construction seasons and improved the levees along the Western Pacific Interceptor Canal, Bear River, and a small portion of the Yuba River. Phase 4 addresses the levee work that is needed along the Feather River and a portion of the Yuba River. The Yuba River work is anticipated to occur during the 2006 construction season, and Feather River levee work will be done over a two year period (2007 thru 2008).

Last year the funding for this project came from a combination of local developer's payments and state monies originating from the State Water Bond Act of 2000. Also, a Federal Emergency Management Grant (FEMA) of \$1.5 million was obtained. Developers provided payments of upfront capital which allowed the phase 2, and 3 capital projects to begin. The developers payments came in two forms: cash discount payments made on a per acre basis when the County of Yuba records a final map; and, and advance funding charge for those developers that have building permits allocated as a result of the agreement with the California Reclamation Board to allow limited building permits during 2005, and 2006. Developer funding through these efforts amounted to \$36.9 million, which \$35.4 million were used in 2005/06; leaving a balance of \$1.5 million for the FY2006/07 budget. TRLIA applied for and was granted \$62.6 million under the State Water bond Act of 2000, commonly known as Proposition 13 for phase 2, and 3, which \$46.9 million is reimbursable. TRLIA also applied for and was granted \$14.2 million from the State Department of Fish Game, which \$11.2 million is reimbursable. In total TRLIA was reimbursed \$19.2 million from the State funds during FY 2005/06, which left a balance of \$38.9 million to be available for reimbursement in 2006/07. To date these reimbursed funds from the State have been reapplied to cover other TRLIA project expenses.

The proposed budget for 2006/07 will be funded as last year thru a combination Developer and State funds. As this budget is being prepared Yuba County, TRLIA, and the Developers are finalizing the finance plan that will implement the phase 4 funding. This finance agreement provides a commitment of funding up to \$135 million for phase 4, with \$60 million slated for FY2006/07. The County plans to create a Community Facility Development (CFD) district and sale bonds at least in the amount to cover the phase 2, 3, and 4 developer commitment. The only available State funding for this proposed budget are the Prop. 13 carry over funding from last years budget.

#### **Fiscal Impact**

Proposed appropriations for FY2006-07 total approximately \$71 million and proposed revenues total \$110 million, leaving an estimated fund balance of \$39 million that will be carried over to FY2007-08 to carry on with that portion of the TRLIA project.

**THREE RIVERS LEVEE  
IMPROVEMENT  
AUTHORITY**

**2006/07  
Proposed Budget**



**Paul G. Brunner, P.E.**

**Dean Sellers, Auditor-Controller**

**Proposed Three Rivers Levee Improvement Authority  
(TRLIA) FY 2006/2007 Budget  
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June 27, 2006

To: Three Rivers Improvement Authority

From: Paul G. Brunner, P.E., Executive Director *PGB*

Re: Proposed Budget for Fiscal Year 2006-07

Contained in this document is the proposed Three Rivers Levee Improvement Authority (TRLIA) Fiscal Year Budget for 2006-07. Outlined in this budget is an exciting and ambitious capital improvement program to enhance flood protection for Yuba County residents that reside in the South Yuba County area where significant development interest has spurred residential and commercial construction in the Plumas Lake Specific Plan Area, North Arboga Study Area, and the East Linda Specific Plan area. The TRLIA Plan, which began in 2004, is to improve the levees along the Feather, Yuba, and Bear Rivers, and the Western Pacific Inceptor Canal to achieve 200-year flood protection for South Yuba County by the end of the 2008 construction season. To achieve this ambitious completion date the County of Yuba, Reclamation District 784 formed the TRLIA, which is a joint powers authority, and then commissioned TRLIA to partner with the local land owners to develop and implement innovative financing plans combining government and private sector funding to allow rapid levee improvements that would usually take 15-plus years to accomplish. The proposed budget also includes the cost of the TRLIA management team and associated support costs (e.g. office space, etc.), see chart on page 4. Also, included in this budget is an estimate for TRLIA to temporarily provide support to Reclamation District 784 to maintain the levees in the South Yuba area until the TRLIA project is complete. In its entirety, the proposed cost to complete this project is in excess of \$250 million.

There are four phases to this capital improvement program. The map on page 5 depicts the four phases. The most critical flood control projects were prioritized and are planned to be done first in order to rapidly reduce the risk of flooding to residents as quickly as possible. Phase 1 was the work along the Yuba River along the site of the 1986 levee break was completed in 2004. Phases 2 and 3 were the focus of the 2005 and 2006 construction seasons and improved the levees along the Western Pacific Interceptor Canal, Bear River, and a small portion of the Yuba River. Phase 4 addresses the levee work that is needed along the Feather River and a portion of the Yuba River. The Yuba River work is anticipated to occur during the 2006 construction season, and Feather River levee work will be done over a two year period (2007 thru 2008).

Last year the funding for this project came from a combination of local developer's payments and state monies originating from the State Water Bond Act of 2000. Also, a Federal Emergency Management Grant (FEMA) of \$1.5 million was obtained. Developers provided payments of upfront capital which allowed the phase 2, and 3 capital projects to begin. The developers payments came in two forms: cash discount payments made on a per acre basis when the County of Yuba records a final map; and, and advance funding charge for those developers that have

building permits allocated as a result of the agreement with the California Reclamation Board to allow limited building permits during 2005, and 2006. Developer funding through these efforts amounted to \$36.9 million, which \$35.4 million were used in 2005/06; leaving a balance of \$1.5 million for the FY2006/07 budget. TRLIA applied for and was granted \$62.6 million under the State Water bond Act of 2000, commonly known as Proposition 13 for phase 2, and 3, which \$46.9 million is reimbursable. TRLIA also applied for and was granted \$14.2 million from the State Department of Fish Game, which \$11.2 million is reimbursable. In total TRLIA was reimbursed \$19.2 million from the State funds during FY 2005/06, which left a balance of \$38.9 million to be available for reimbursement in 2006/07. To date these reimbursed funds from the State have been reapplied to cover TRLIA project expenses.

The proposed budget for 2006/07 will be funded as last year through a combination Developer and State funds. As this budget is being prepared Yuba County, TRLIA, and the Developers are finalizing the finance plan that will implement the phase 4 funding. This finance agreement provides a commitment of funding up to \$135 million for phase 4, with \$60 million slated for FY2006/07. The County plans to create a Community Facility Development (CFD) district and sell bonds at least in the amount to cover the phase 2, 3, and 4 developer commitment. The only available State funding for this proposed FY2006/07 budget are the Prop. 13 carry over funding from last years budget. TRLIA has requested \$7.7 million dollars from the Department of Fish and Game, but has not yet received this commitment. For planning and budget purposes this \$7.7 million was reflected in the FY07/08 estimated budget (see page 10).

The chart on page 9 shows the anticipated FY2006/07 monthly expenditures and revenues. The expenditures are based on the 5/22/06 TRLIA cash flow sheet and project schedules shown in Appendix A. The monthly revenues are based on: 1) the State reimbursements over the 12 month period; and 2) using the capital call (bond dividends) date, and amounts reflected in the second implementation agreement.

**At the end of FY2006/07 there is projected to be a \$39 million carry over. This carry over is necessary for TRLIA to expeditiously cover on going construction bills from major phase 4 new levee construction projects for the Feather River awarded in May/June 2006.**

In 2006 TRLIA approached the State Reclamation Board to lift the building permit limitation based on the commitment to do the following six elements. The State Reclamation Board granted the TRLIA request. These commitments were documented in the Second Implementation Agreement in Regard to State Reclamation Board Permit No. 17782 between the County of Yuba and TRLIA on May 23, 2006.

1. A commitment by Three Rivers to use its best efforts to complete the Yuba River levee acceleration work in 2006 and all elements of the program by 2008.
2. A commitment by the Landowners for a comprehensive financing plan to fund the phase 4 program (including phases 2, 3, and 4 construction and condemnation contingencies).
3. Remedies available to the Reclamation Board in the event that the committed funding is not available when needed.
4. A commitment by the Landowners to provide, at no cost to all new residents in the Affected

Area, flood insurance through the completion of Phase 4 or 2010 (whichever occurs first).

5. A commitment by Three Rivers to continue to make reports, as requested, providing updates on the status of the Three Rivers project.

6. A commitment by Yuba County to continue to use reasonable diligence to inform residents within RD 784 of the risk of flooding and to further refine and improve the County's Evacuation Plan and Pre-hazard Mitigation Plan.

During FY2006/07 there will be significant decisions that will be made that could impact this proposed budget. A critical decision that will be made in late CY2006 (perhaps November) is what alternative will be selected for the Feather River. This proposed budget is based on the expected cost of the TRLIA project (phase 4 Strength in Place Alternative). Should the Feather River setback levee be selected as the preferred alternative then this proposed budget may need to be amended to address the potential for increased costs (particularly in land acquisition). The developers have indicated that the \$135 million capital investment reflected in the soon to be in place finance plan is the maximum they can afford; thus any additional funding will need to come from another source (e.g. State). At this time there are several legislative vehicles that could provide this additional funding that TRLIA is advocating for additional funds. TRLIA currently has requested \$50 million from Assembly Bill 142, which if approved would be available in FY 2006/07. This budget would be amended to incorporate the funds obtained from AB 142.

Provided below is the anticipated total cost of the overall project by phase:

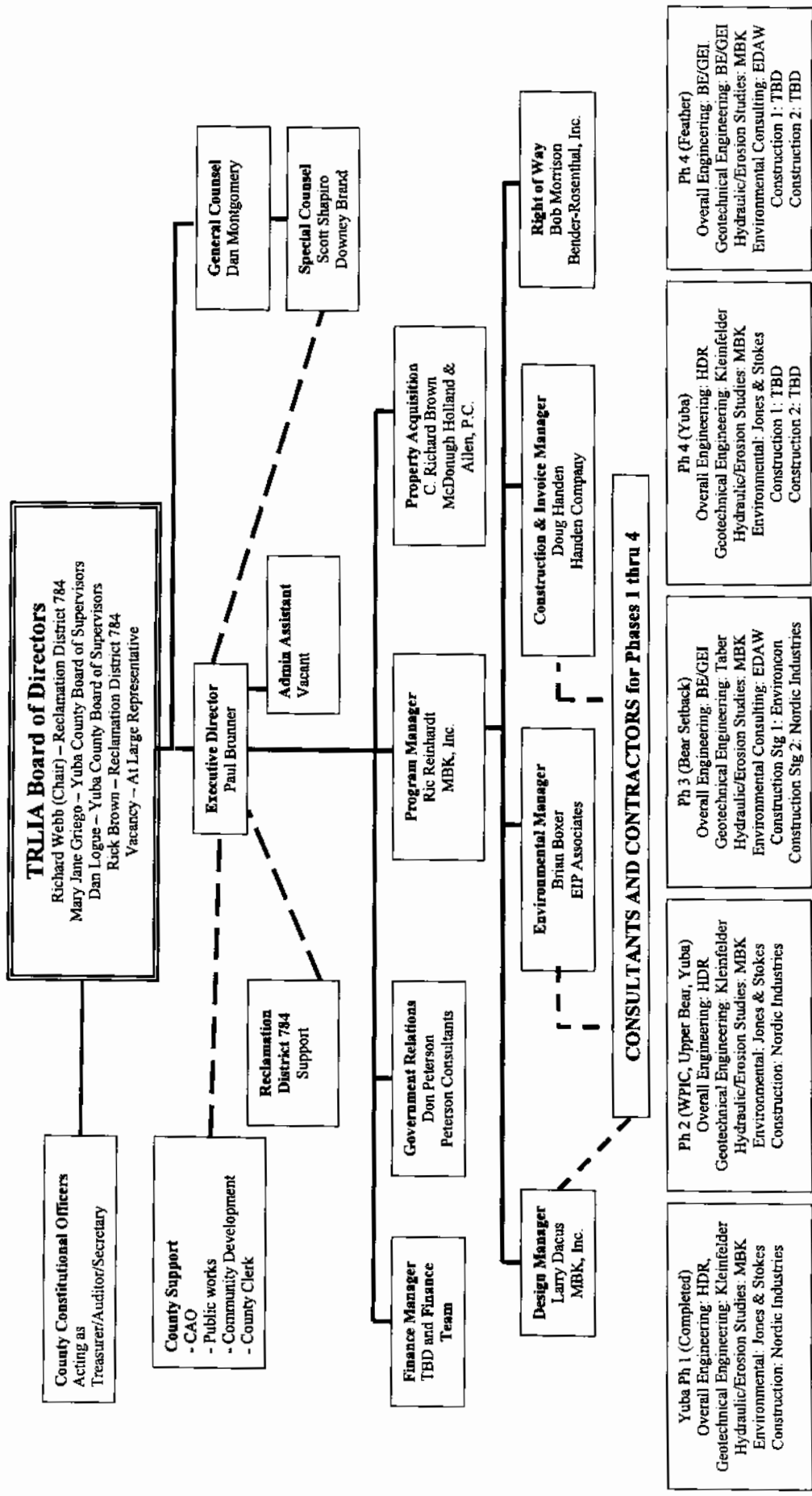
**OVERALL PROJECT COSTS  
BY PHASE**

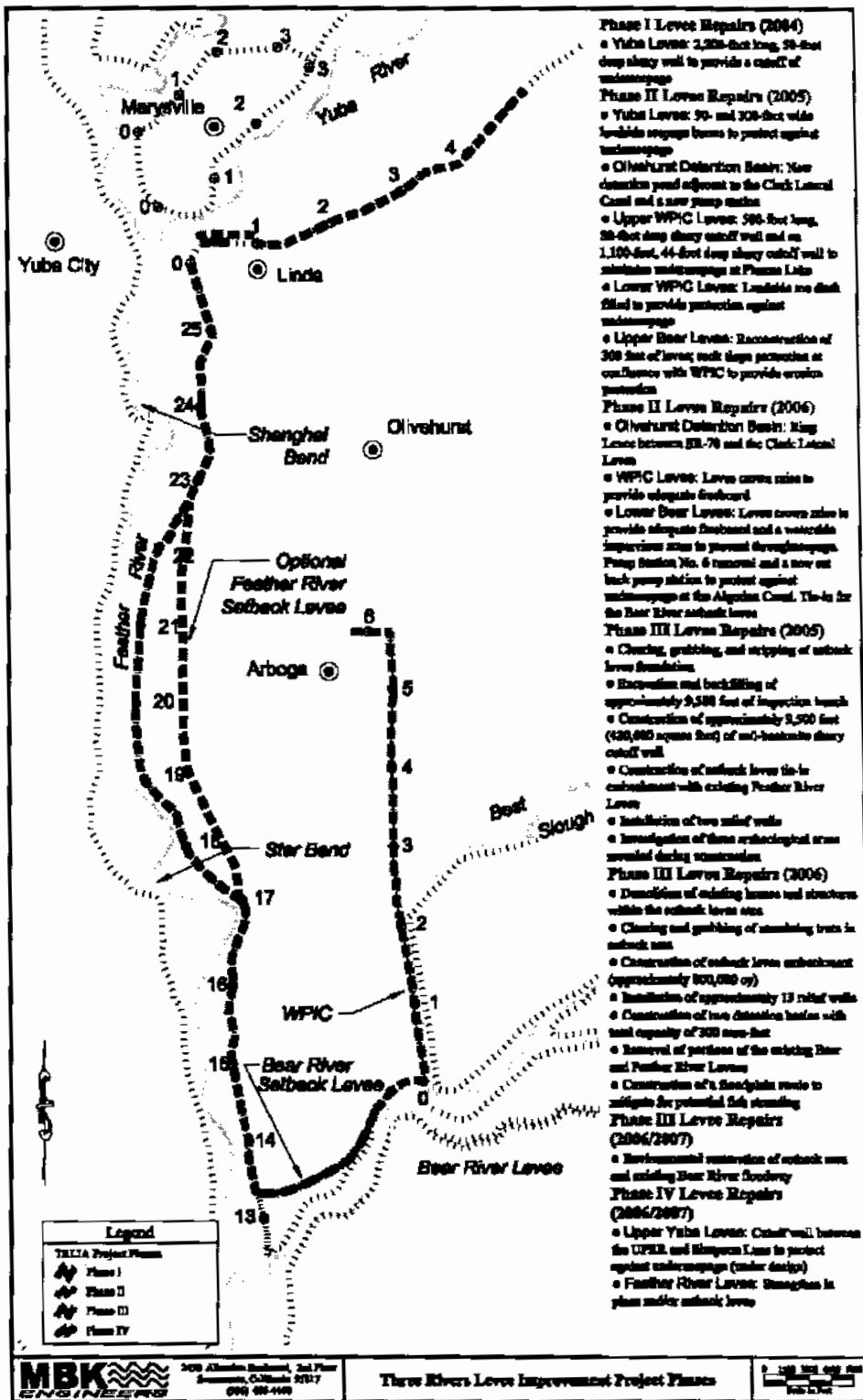
PHASE 1	4,758,341
PHASE 2	29,002,957
PHASE 3	67,259,674
PHASE 4 (YUBA)	28,555,130
PHASE 4 (FEATHER)	121,926,303
OLIVEHURST DETENTION BASIN	8,536,432
INTERIM O&M	2,100,000

**TOTAL 262,138,837**



# Three Rivers Levee Improvement Authority (Joint Powers Authority) Organization Chart





**TRLIA  
FISCAL YEAR 2006 - 2007  
BUDGET**

**BUDGET ESTIMATED EXPENDITURE DETAIL ROLLUP  
BUDGET FOR THE FISCAL YEAR 2006-2007**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	REQUEST 2006-2007
805-3350-425-15-00	INSURANCE	294,022 1/
805-3350-425-20-00	MEMBERSHIP	1,000
805-3350-425-23-01	SPECIAL PROJECTS	69,182,494 2/
805-3350-425-23-02	PROFESSIONAL SERVICES	1,850,000
805-3350-425-29-00	TRAVEL	8,000 3/
<b>TOTAL</b>		<b>71,335,516</b>

1/ Estimate from County Risk Management Group

2/ Source for Special Project Budget is TRLIA Cashflow Spreadsheet 5/22/06 -Expected for Phase 4 SIP Option

3/ Includes O&M Cost of County Vehicle Provided to TRLIA

**BUDGET FOR THE FISCAL YEAR 2006 - 2007  
ESTIMATED REVENUE**

ACCOUNT NUMBER	REVENUE SOURCE	AMOUNT 2006 - 2007
805-0000-361-62-36	PROP 13 (Phases 2 & 3)	38,900,000
805-0000-371-97-30	DEVELOPER'S FEES (Phases 2&3)	600,000
805-0000-371-97-31	ADVANCED FUNDING CHARGE (Remaining Ph 2&3 Escrow)	1,500,000 1/
805-0000-371-98-99	MISCELLANEOUS (FEMA GRANT)	0
805-0000-371-97-32	BOND PROCEEDS	60,000,000 2/
	FUND CARRYOVER	9,000,000
<b>TOTAL</b>		<b>110,000,000</b>

**Fund Balance 6/30/07 38,664,484 3/**

1/ First County-Landowner's Agreement

2/ Second County-Landowner's Agreement. Finance Agreement is Under Development - Dollar amount is set

3/ The Fund Balance will carry over and be used in fiscal year 2007-2008. This carry over is necessary for TRLIA to expeditiously cover on going construction bills from major Phase 4 new levee construction projects for the Feather River awarded in May/June 2006.

**TRLIA  
FISCAL YEAR 2006 - 2007  
BUDGET**

SPECIAL PROJECTS DETAIL (#2301)  
Jul 06 - Jun 07

PHASE	DESIGN	CONSTRUCTION CONTRACT	CONSTRUCTION MANAGEMENT	RW 1/ ACQ	ENVIRONMENTAL MITIGATION	TRLIA PROJ 2/ MANAGEMENT	CONTINGENCY	BUDGET AMOUNT
YCWA Reimbursement								657,938
TRLIA Phase 2 Levee Repair Upper Bear, WPIC & Yuba to UPRR	0	13,791,665	1,107,828	750,000	0	499,000	0	16,148,493
TRLIA Phase 3 Levee Repair Bear River Setback Levee	266,000	11,500,000	1,227,000	3,450,000	3,366,800	425,000	1,880,000	22,114,800
TRLIA Phase 4 Levee Repair Yuba beyond UPRR	319,340	13,999,998	1,120,000	0	500,000	517,000	3,400,000	19,856,338
TRLIA Phase 4 Levee Repair Feather (Strengthen in Place)	4,596,000	0	0	0	702,000	167,000	0	5,465,000
Olivehurst Detention Basin	0	4,118,763	172,162	0	0	149,000	0	4,439,926
Interim O&M								500,000
<b>TOTALS</b>	<b>5,181,340</b>	<b>43,410,426</b>	<b>3,626,990</b>	<b>4,200,000</b>	<b>4,568,800</b>	<b>1,757,000</b>	<b>5,280,000</b>	<b>69,182,494</b>

1/ Based on \$15,000/Ac  
2/ TRLIA Consultant Project Management

**TRLIA PROJECT MANAGEMENT CONTRACTS**

CONTRACTOR	Est 06/07
MBK (Prog Mgmt & Des Mgmt) 1/	690,000
Handen Co. (Construc Mgmt)	144,000
EIP (Environmental Mgmt)	120,000
Downey Brand (Legal Counsel)	420,000
McDonough Holland & Allen (RE Legal Counsel, Rich Brown)	100,000
BRI (RE Mgmt and Acquisition) 2/	0
Peterson Consultants (Government Relations)	100,000
EPS (Financial Consultant)	80,000
TBD (Financial Support)	100,000
<b>TOTAL</b>	<b>1,754,000</b>

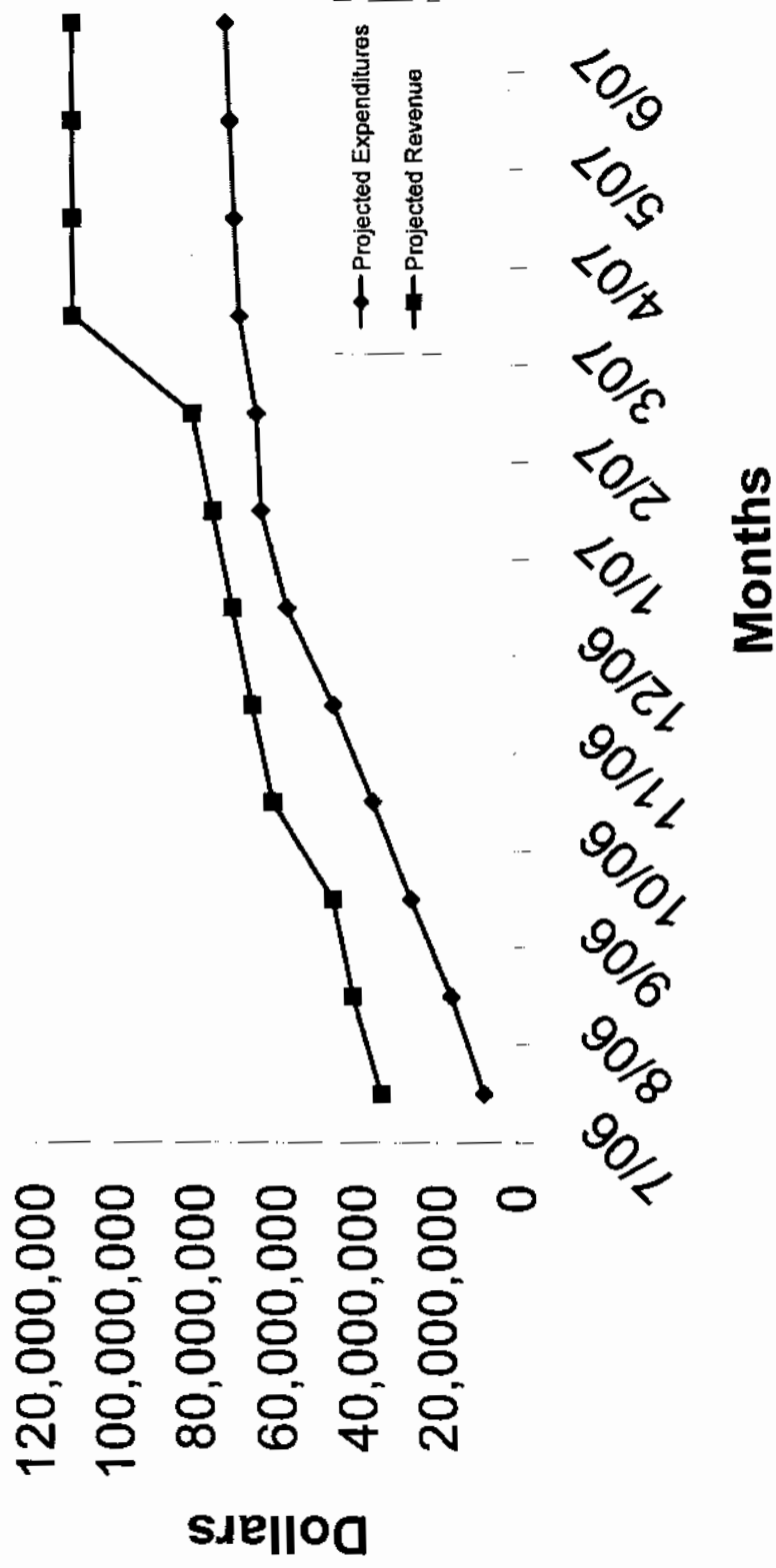
1/ MBK 06/07 includes hydraulic efforts contracted for in Amendment 10 (\$150,000)  
2/ BRI Contract costs are included in the ROW acquisition

**PROFESSIONAL SERVICES DETAIL (#2302)**

<b>DETAIL DESCRIPTION</b>	<b>2006/2007</b>
Public Works Admin Salaries & Benefits	100,000
TRLIA General Expenses (Services, Supplies & Office)	1,332,000
Paul Brunner Salaries & Benefits	148,000
Randy Margo Salaries & Benefits	20,000
Administrative Assistant Salaries & Benefits	80,000
Dan Montgomery Salaries & Benefits	20,000
Tim Snellings Salaries & Benefits	10,000
Donna Stottlemeyer Salaries & Benefits	20,000
Legal Services	100,000
Office of Emergency Services	20,000
<b>TOTAL</b>	<b>1,850,000 1/</b>

1/ this value taken from Expenditure Row 65 of "Expected" worksheet

**Estimated Cumulative FY 06/07 Monthly Revenues and Expenditures**



**TRLIA  
FISCAL YEAR 2006 - 2007  
BUDGET**

**FUTURE EXPENDITURE AND REVENUE PROJECTIONS  
BASED ON FEATHER SIP OPTION**

**BUDGET FOR THE FISCAL YEAR 2007-2008**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>REQUEST 2007-2008</b>
805-3350-425-15-00	INSURANCE	302,843 1/
805-3350-425-20-00	MEMBERSHIP	1,000
805-3350-425-23-01	SPECIAL PROJECTS	61,854,000 2/
805-3350-425-23-02	PROFESSIONAL SERVICES	1,700,000
805-3350-425-29-00	TRAVEL	8,000 3/
<b>TOTAL</b>		<b>63,865,843</b>

- 1/ Estimate from County Risk Management Group with 3% inflation per year.  
 2/ Source for Special Project Budget is TRLIA Cashflow Spreadsheet 5/22/06 -Expected for Phase 4 SIP Option  
 3/ Includes O&M Cost of County Vehicle Provided to TRLIA

**FUTURE ESTIMATED REVENUE**

<b>ACCOUNT NUMBER</b>	<b>REVENUE SOURCE</b>	<b>AMOUNT 2007 - 2008</b>
805-0000-371-97-32	BOND PROCEEDS	75,000,000 1/
	PROP 13 (DFG)	7,700,000
	FUND CARRYOVER	38,664,484 2/
<b>TOTAL</b>		<b>121,364,484</b>

**Fund Balance 6/30/08 57,498,641 3/**

- 1/ Second County-Landowner's Agreement. Finance Agreement is Under Development - Dollar amount is set  
 2/ Anticipate DFG Acceptance of TRLIA 2006 Request  
 3/ The Fund Balance will carry over and be used in fiscal year 2008-2009

**BUDGET FOR THE FISCAL YEAR 2008-2009**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>REQUEST 2008-2009</b>
805-3350-425-15-00	INSURANCE	311,928 1/
805-3350-425-20-00	MEMBERSHIP	1,000
805-3350-425-23-01	SPECIAL PROJECTS	45,829,000 2/
805-3350-425-23-02	PROFESSIONAL SERVICES	1,160,000
805-3350-425-29-00	TRAVEL	8,000 3/
<b>TOTAL</b>		<b>47,309,928</b>

- 1/ Estimate from County Risk Management Group with 3% inflation per year.  
 2/ Source for Special Project Budget is TRLIA Cashflow Spreadsheet 5/22/06 -Expected for Phase 4 SIP Option  
 3/ Includes O&M Cost of County Vehicle Provided to TRLIA

**FUTURE ESTIMATED REVENUE**

<b>ACCOUNT NUMBER</b>	<b>REVENUE SOURCE</b>	<b>AMOUNT 2008 - 2009</b>
805-0000-371-97-32	BOND PROCEEDS	0 1/
	FUND CARRYOVER	57,498,641
<b>TOTAL</b>		<b>57,498,641</b>

**Fund Balance 6/30/09 10,188,713**

- 1/ Second County-Landowner's Agreement. Finance Agreement is Under Development - Dollar amount is set

**2007/2008 & 2008/2009 Special Projects Detail (#2301)**

**SPECIAL PROJECTS DETAIL (#2301)**  
Jul 07 - Jun 08

PHASE	DESIGN	CONSTRUCTION CONTRACT	CONSTRUCTION MANAGEMENT	RW 1/ ACQ	ENVIRONMENTAL MITIGATION	TR/LIA PROJ 2/ MANAGEMENT	CONTINGENCY	BUDGET AMOUNT
<b>YCWA Reimbursement</b>								0
<b>TRLIA Phase 2 Levee Repair</b>								
Upper Bear, WPIC & Yuba to UPRR	0	0	0	0	0	0	0	0
<b>TRLIA Phase 3 Levee Repair</b>								
Bear River Setback Levee	0	0	0	0	1,002,000	0	0	1,002,000
<b>TRLIA Phase 4 Levee Repair</b>								
Yuba beyond UPRR	147,000	2,000,000	160,000	0	0	78,000	1,000,000	3,385,000
<b>TRLIA Phase 4 Levee Repair</b>								
Feather (Strengthen in Place)	2,298,000	39,230,000	3,138,000	650,000	1,545,000	1,506,000	8,400,000	56,767,000
<b>Olivehurst Detention Basin</b>								
Interim O&M	0	0	0	0	0	0	0	700,000
<b>TOTALS</b>	<b>2,445,000</b>	<b>41,230,000</b>	<b>3,298,000</b>	<b>650,000</b>	<b>2,547,000</b>	<b>1,584,000</b>	<b>9,400,000</b>	<b>61,854,000</b>

1/ Based on \$15,000/Ac  
2/ TR/LIA Consultants

**SPECIAL PROJECTS DETAIL (#2301)**  
Jul 08 - Jan 09

PHASE	DESIGN	CONSTRUCTION CONTRACT	CONSTRUCTION MANAGEMENT	RW ACQ	ENVIRONMENTAL MITIGATION	TR/LIA PROJ 1/ MANAGEMENT	CONTINGENCY	BUDGET AMOUNT
<b>YCWA Reimbursement</b>								0
<b>TRLIA Phase 2 Levee Repair</b>								
Upper Bear, WPIC & Yuba to UPRR	0	0	0	0	0	0	0	0
<b>TRLIA Phase 3 Levee Repair</b>								
Bear River Setback Levee	0	0	0	0	902,000	250,000	0	1,152,000
<b>TRLIA Phase 4 Levee Repair</b>								
Yuba beyond UPRR	0	0	0	0	0	0	0	0
<b>TRLIA Phase 4 Levee Repair</b>								
Feather (Strengthen in Place)	0	33,252,000	2,661,000	0	0	664,000	7,200,000	43,777,000
<b>Olivehurst Detention Basin</b>								
Interim O&M	0	0	0	0	0	0	0	900,000
<b>TOTALS</b>	<b>0</b>	<b>33,252,000</b>	<b>2,661,000</b>	<b>0</b>	<b>902,000</b>	<b>914,000</b>	<b>7,200,000</b>	<b>45,829,000</b>

1/ TR/LIA Consultants



**2007/2008 & 2008/2009 PROFESSIONAL SERVICES DETAIL (#2302)**

<b>DETAIL DESCRIPTION</b>	<b>2007/2008</b>
Public Works Admin Salaries & Benefits	105,000
TRLIA General Expenses (Services, Supplies & Office)	1,156,100
Paul Brunner Salaries & Benefits	155,400
Randy Margo Salaries & Benefits	21,000
Administrative Assistant Salaries & Benefits	84,000
Dan Montgomery Salaries & Benefits	21,000
Tim Snellings Salaries & Benefits	10,500
Donna Stottlemeyer Salaries & Benefits	21,000
Legal Services	105,000
Office of Emergency Services	21,000
<b>TOTAL</b>	<b>1,700,000</b> 1/

1/ this value taken from Expenditure Row 65 of "Expected" worksheet

<b>DETAIL DESCRIPTION</b>	<b>2008/2009</b>
Public Works Admin Salaries & Benefits	55,100
TRLIA General Expenses (Services, Supplies & Office)	793,000
Paul Brunner Salaries & Benefits	163,200
Randy Margo Salaries & Benefits	11,000
Administrative Assistant Salaries & Benefits	44,100
Dan Montgomery Salaries & Benefits	11,000
Tim Snellings Salaries & Benefits	5,500
Donna Stottlemeyer Salaries & Benefits	11,000
Legal Services	55,100
Office of Emergency Services	11,000
<b>TOTAL</b>	<b>1,160,000</b> 1/




1/ this value taken from Expenditure Row 65 of "Expected" worksheet




## Appendix A



## Three Rivers Levee Improvement Project Construction Schedule June 22, 2006

ID	Task Name	Duration	Start	Finish	2005		2006		2007		2008	
					H1	H2	H1	H2	H1	H2	H1	H2
1	Phase 1	38 days	Wed 9/8/04	Fri 10/29/04								
2	Phase 2	304 days	Thu 9/1/05	Tue 10/31/06								
3	Phase 3	304 days	Thu 9/1/05	Tue 10/31/06								
4	Phase 4 Yuba (Contract 1)	76 days	Tue 7/18/06	Tue 10/31/06								
5	Phase 4 Yuba (Contract 2)	141 days	Tue 5/1/07	Tue 11/13/07								
6	Phase 4 Feather (Contract 1)	142 days	Tue 5/1/07	Wed 11/14/07								
7	Phase 4 Feather (Contract 2)	169 days	Tue 3/11/08	Fri 10/31/08								

Project: TRLIA Schedule  
Date: Thu 6/22/06

Task:  Milestone:  External Tasks: 

Split:  Summary:  External Milestone: 

Progress:  Project Summary:  Deadline: 