



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AGENDA JANUARY 9, 2007

Yuba County Government Center  
Board Chambers  
915 Eighth Street, Suite 109A  
Marysville, California

2:00 P.M. I

**CALL TO ORDER**

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

III **ELECTION OF OFFICERS** – Chairman and Vice-Chairman

IV **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.

V **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Approve the minutes of the regular meeting of December 12, 2006 and special meeting of December 19, 2006.

B. Authorize Budget Transfer in the amount of \$3,000 from Account No. 805-3350-425-2302 (Professional Services) to Account No. 805-3350-425-2000 (Membership) for California Central Valley Flood Control Association dues.

VI **ACTION ITEMS**

A. Approve loan agreement with Yuba County Water Agency in the amount of \$225,000 for engineering and administrative services related to Phase 4 Feather River Setback Project and authorize Chairman to execute same.

B. Approve Amendment Four with Bender Rosenthal, Inc. in the amount of \$100,000 for right-of-way actions along the Phase 4, Feather River setback levee alignment and authorize the Executive Director to execute same.

C. Consider changing meeting schedule and take action as appropriate. No background material

VII **BOARD AND STAFF MEMBERS' REPORTS**

- A. Right of way update
- B. Executive Director Update
- C. Board/Staff Reports

VIII **ADJOURN**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES - BOARD OF DIRECTORS

DECEMBER 12, 2006

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Paul Brunner, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

CONSENT AGENDA

Upon motion of Director Logue, seconded by Director Brown, and unanimously carried, the Board took the following actions:

- A. Minutes: Approved the minutes of the special meeting of November 28, 2006 as written. APPROVE MINUTES
- B. Membership: Approved membership to the California Central Valley Flood Control Association, authorized payment of dues in the amount of \$4,000, and appointed Executive Director as the representative. APPROVE MMBRSHP.
- C. Meeting Schedule: Canceled the regular meeting scheduled January 2, 2006. CANCEL MTG.

ACTION ITEMS

- A. Amended Conflict of Interest Code: Following a brief recap from Executive Director Paul Brunner, upon motion of Director Griego, seconded by Director Crippen, and unanimously carried, the Board adopted the Amended Conflict of Interest Code and directed the Clerk to forward same to the Board of Supervisors publication, public hearing and approval. ADOPT CODE

B. Handen Company/First Amendment/Construction Management/\$144,000: APPROVE  
Following a brief recap from Executive Director Paul Brunner and Board inquiries, upon AMNDMNT.  
motion of Director Logue, seconded by Director Crippen, and unanimously carried, the Board approved the first amendment to agreement with Handen Company with an amended amount of \$144,000 for construction management and authorized the Chairman to execute upon review and approval of Counsel.

C. EIP Associates/Third Amendment/Environmental Project Management/\$185,000: APPROVE  
Following a brief recap from Executive Director Paul Brunner and Board inquiries, upon AMNDMENT.  
motion of Director Logue, seconded by Director Brown, and unanimously carried, the Board approved the third amendment to an agreement with EIP Associates in the amount of \$185,000 for environmental project management and authorized the Chairman to execute upon review and approval of Counsel.

D. MBK Engineers/Amendment 11/Lobbying Services/\$707,980: Director Webb  
reclused himself due to a conflict of interest and left the Board Chambers.

Following a brief recap from Executive Director Paul Brunner and Board inquiries, upon motion of Director Crippen, seconded by Director Brown, and carried with Director Webb being absent, the Board approved amendment eleven to an agreement with MBK Engineers in the amount of \$707,980 for project management and hydraulic analysis for a term to end December 31, 2007 and authorized the Chairman to execute upon review and approval of Counsel.

E. Lobbying Contract/Peterson Consulting Inc.: Following a brief recap from Executive Director Paul Brunner regarding the agreement for lobbying efforts for funding of a setback levee and Board inquiries, upon motion of Director Griego, seconded by Director Brown, and carried with Director Webb being absent, the Board approved an agreement with Peterson Consulting Inc. in the amount of \$60,000 and authorized the Chairman to execute same.

#### BOARD AND STAFF MEMBERS REPORTS

Director Webb rejoined the meeting at 2:34 p.m.

Reports were received on the following:

Director Logue:

- Suggested escrow holdings being placed within a community based financial institution in Yuba County

Counsel Daniel Montgomery advised he would discuss the matter with Treasurer Jim Kennedy.

Director Griego left the meeting at 2:43 p.m.

CLOSED SESSION

The Board retired into closed session at 2:44 p.m. to discuss pursuant to Government Code §54957 – Executive Director Evaluation

The Board returned from closed session at 3:31 p.m. with all Board members present as indicated above, except Director Griego. There was no announcement from closed session.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 3:31 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

BOARD OF DIRECTORS

DECEMBER 19, 2006

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 8:31 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Mary Jane Griego, Dan Logue, and Richard Webb. Also present were Executive Director Paul Brunner, County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chairman Webb presided.

ACTION ITEMS

A. Nordic Industries, Inc/Escrow Agreement: Following a brief recap from Executive Director Paul Brunner, upon motion of Director Griego, seconded by Director Crippen, and carried with Director Webb being absent, the Board approved an escrow agreement with Nordic Industries, Inc. and US Bank on Contract No. PH4-2006/07 as a substitute for retention earnings and authorized the Executive Director to execute same. APPROVE AGREEMENT

Director Webb joined the meeting at 2:03 p.m.

B. Implementation Grant/Bear River Setback Levee: Executive Director Paul Brunner recapped the proposed grant for approximately \$6 million and responded to Board inquiries.

Upon motion of Director Crippen, seconded by Director Logue, and unanimously carried, the Board adopted Resolution No. 06-14 which is entitled: "RESOLUTION ACCEPTING IMPLEMENTATION GRANT FROM THE STATE OF CALIFORNIA FOR THE CONSTRUCTION OF THE BEAR RIVER SETBACK LEVEE." ADOPT RESOLUTION NO. 06-14

C. Lease Agreement/Yuba County Office of Education: Executive Director Paul Brunner recapped the lease agreement for relocation of the administrative office to the Yuba County One Stop located at 1114 Yuba Street.

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved the relocation of the Administrative office to 1114 Yuba Street, Marysville, approved a two-year lease agreement with the Yuba County Office of Education, and authorized the Chairman to execute upon review and approval of County Counsel. APPROVE LEASE

STAFF REPORTS

At the request of the Chairman Webb, upon motion of Director Griego, seconded by Director Logue, and unanimously carried, Staff Reports was added to the agenda as the matter arose after the posting of the agenda.

Executive Director Paul Brunner recapped the State Reclamation Board meeting held Friday, December 15 in regards to correspondence from the Corp of Engineers.

Geotechnical Branch Chief John Hesk, Corp of Engineers, clarified contents of the letter and advised new correspondence would be reissued with a courtesy copy provided to the Board.

CLOSED SESSION

The Board retired into closed session at 2:27 p.m. to discuss one personnel matter pursuant to Government Code §54957 – Executive Director Evaluation.

The Board returned from closed session at 2:56 p.m. with all Board and staff members present as indicated above.

Chairman Webb announced: “The evaluation of the Executive Director has been completed.”

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 2:56 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

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
(530) 749-7841 (530) 749-7884 Fax

To: Three Rivers Levee Improvement Authority Board of Directors  
From: Paul Brunner, Executive Director Three Rivers *PNB 3/9/07*  
Subject: Budget Transfer for California Central Valley Flood Control Association  
Date: January 9, 2007

## Recommended Action

Approve attached Budget Adjustment to move \$3,000 appropriation from 805-3350-425-23-02, Professional Services, to 805-3350-425-20-00, Membership, to cover the cost of the annual membership to California Central Valley Flood Control Association (CCVFCA).

## Background/ Discussion

Membership request was presented to the Board on December 12, 2006 for authorization to proceed.

Taken from the December 12, 2006 Staff Report:

The California Central Valley Flood Control Association (CCVFCA) was formed in 1926 to promote a common interest in maintaining effective flood control systems for protection of life, property and environmental values. CCVFCA proposes and monitors legislation at the State and Federal levels that affect flood control efforts of its members. They work closely with State and Federal Agencies to assure that their members' needs are considered on policies, rules and regulations. CCVFCA has been an effective advocate for its members' interests at several different governmental levels. Membership in this organization will improve TRILIA's access and impact on important flood control laws and regulations.

## Fiscal Impact

No additional fiscal impact.

WHITE AUDITOR - CONTROLLER  
 YELLOW - COUNTY ADMINISTRATOR  
 PINK - DEPARTMENT

RECEIVED  
 DEC 22 2006  
 By COUNTY OF YUBA

AUDITOR - CONTROLLER TRANSFER NO. \_\_\_\_\_

DATE: 12/20 2006

**REQUEST FOR TRANSFER OR REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS**

DEPARTMENT THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2007

**BUDGET OR ESTIMATED REVENUE**

ESTIMATED REVENUE INCREASED

APPROPRIATION DECREASED

APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
805-3350-425-23-02		\$3,000.00

ACCOUNT NO.	NAME	AMOUNT
805-3350-425-20-00		\$3,000.00

**FUND TRANSFERS**

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

**GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)**

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

**REASON FOR TRANSFER:**

TO COVER MEMBERSHIP ANNUAL DUES TO CALIFORNIA CENTRAL VALLEY FLOOD CONTROL ASSOCIATION.

**APPROVED:**

AUDITOR - CONTROLLER *Debra* 12-12-06 Signature Date  
 DEPARTMENT OR PUBLIC OFFICIAL  
 COUNTY ADMINISTRATOR: *[Signature]* *[Date]* Signature Date  
 EXECUTIVE DIRECTOR THREE RIVERS  
 TITLE

Approved as to Availability of Budget Amounts and Balances in the Auditor/Controllers Office.  
 AUDITOR - CONTROLLER  
 Auditor/Controller, Dean E. Sellers



Approved: BOARD OF SUPERVISORS  
 Clerk of the Board





# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
(530) 749-7841 (530) 749-7884 Fax

January 9, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *PAB 3 Jan 07*  
SUBJECT: Yuba County Water Agency (YCWA) Feather River Setback Loan  
To Three Rivers Levee Improvement Authority

## Recommended Action:

Accept \$225,000 loan from YCWA under terms contained on term sheet (Attach 1) and proposed Loan Agreement (Attach 2); sign proposed Promissory Note (Attach 3), and delegate authority to Executive Director to take all actions necessary in support of loan.

## Discussion:

This loan is necessary to cover cash flow needs for the Feather River Setback Alternative. To allow the Phase 4 Feather River Setback schedule to be viable TRLIA needs immediate funding from an outside source. Currently, TRLIA funds are encumbered by the funding agreements with landowners and can only be used for the Feather Setback option if the landowners agree, which is a tough sell right now. Currently the schedule for the Feather River setback alternative shows a completion by the end of 2008. The schedule was built with the goal of starting construction on the setback by September 1, 2007. This is extremely aggressive with little margin for error, which is why TRLIA is asking for funding to start work on Real Estate actions and the 404 application as soon as possible.

The funding needed to support this aggressive schedule is around \$75,000/month starting immediately thru Feb 2007. By February TRLIA should know if the setback alternative is viable and setback funding from the other sources (e.g. landowners) hopefully would be available to carry the effort forward. Reimbursement of the YCWA funding would most likely come from the State Prop 1E funds.

## Fiscal Impact:

All Work that TRLIA desires to be funded by this Agreement must be completed and loan disbursement request made to Agency by April 30, 2007. No loan disbursement requests shall be accepted by YCWA after that date, unless the date is extended by the Agency. If, by June 30, 2010, TRLIA has not successfully implemented the Feather River Setback alternative and funding (e.g. Prop 1E) is not available to repay the loan balance

remaining under this Agreement, then, upon that date, the loan shall be converted to a grant and the Authority shall have no obligation to repay the loan to YCWA.

**3 Attachments:**

1. Term Sheet
2. Proposed Loan
3. Proposed Promissory Note

Draft

## **Term Sheet for YCWA Feather River Setback loan to Three Rivers Levee Improvement Authority**

**Purpose:** To cover potential cash flow needs for the Feather River Setback Alternative. To allow the Phase 4 Feather River Setback schedule to be viable TRLIA needs immediate funding from an outside source. Currently, TRLIA funds are encumbered by the funding agreements with landowners and can only be used for the Feather Setback option if the landowners agree, which is a tough sell right now. Currently the schedule for the Feather River setback alternative shows a completion by the end of 2008. The schedule was built with the goal of starting construction on the setback by September 1, 2007. This is extremely aggressive with little margin for error, which is why TRLIA is asking for funding to start work on Real Estate actions and the 404 application as soon as possible.

**Principal Loan amount:** \$225,000

**Interest Rate:** Pool Rate as established by Yuba County, but not less than 4% (YCWA's current loan policy) to accrue only as to funds actually drawn by TRLIA. YCWA will add 4% administrative fee to each disbursement, but will not accrue any additional interest for the life of the loan.

**Value of Loan with Interest:** Authority promises to pay to Agency, or order, the principal loan amount which will equal cost item disbursements plus the 4% administrative fee. The principal may be fully repaid at any time by Authority, without prepayment penalty. Agency and Authority anticipate that the entire \$225,000 may be disbursed and that the ending principal of the loan may be \$234,000.

**Fund availability:** Funds to be placed in a segregated account under YCWA's control that may be called upon by TRLIA. TRLIA will submit invoices to YCWA immediate payment.

**Term of Loan:** All Work that Authority desires to be funded by this Agreement must be completed and loan disbursement request made to Agency by April 30, 2007. No loan disbursement requests shall be accepted by Agency after that date, unless the date is extended by the Agency. If, by June 30, 2010, the Authority has not successfully implemented the Feather River Setback alternative and funding (e.g. Prop 1E) is not available to repay the loan balance under this Agreement, then, upon that date, the loan shall be converted to a grant and the Authority shall have no obligation to repay the loan to the Agency.

**Fund repayment:** Reimbursement of the YCWA funding would most likely come from State Prop 1E funding.

**Repayment timing:** Reimbursement of the YCWA funding would occur once State funds from Prop 1E are obtained, which is anticipated to be in October 2007

Draft

**YUBA COUNTY WATER AGENCY  
LOAN AGREEMENT  
WITH THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

This Agreement is entered into this \_\_\_ day of December, 2006, by and between Yuba County Water Agency, a public agency organized under the Yuba County Water Agency Act ("Agency") and Three Rivers Levee Improvement Authority, a joint powers authority ("Authority"), who agree as follows:

**1. RECITALS.** This Agreement is made with reference to the following background recitals:

a. Authority has requested an Agency loan of \$225,000 for engineering and administrative services relating to the "real estate actions" and the "404 application" portions of the Phase 4 Feather River Setback Project (the "Work").

b. Agency finds that the Work will significantly benefit residents and property owners within the Yuba County Water Agency, and that the Work furthers Agency's own flood control goals and purposes. Agency therefore agrees to loan the money to Authority on and subject to the terms of this Agreement, with the understanding that this loan may convert to a grant pursuant to section 3.

c. The Work is an integral part of the Yuba River Basin Project authorized by Congress in section 101(a)(10) of the Water Resources Development Act of 1999 (113 Stat. 275) and by the California Legislature in California Water Code section 12670.7. The parties intend that the expenditures on the Work funded by this Agreement shall be local agency and non-federal interest in-kind contributions toward the Yuba River Basin Project and credited toward the local agency and non-federal share of the cost of that project for purposes of federal and state flood control project cost-sharing requirements. The Work also is part of a broader flood control project that is being studied by the Agency pursuant to the Yuba-Feather Supplemental Flood Control Project under California Water Code sections 79068-79068.20 and the parties intend that expenditures on the Work funded by this Agreement shall be local agency contributions toward the Yuba-Feather Supplemental Flood Control Project and credited toward the local agency share of the cost of that project for purposes of Water Code section 79068.8.

d. The Authority is undertaking proceedings for the issuance of bonds or certificates of participation to finance flood control improvements in south Yuba County. The Authority (through the County of Yuba) also is undertaking negotiations with developers in south Yuba County for alternative developer funding (e.g., direct developer contributions) of flood control improvements in south Yuba County. The bond/certificates of participation proceeding and negotiations for alternative developer funding shall be referred to collectively as the "Flood Project Financing."

**2. LOAN AND DISBURSEMENT OF FUNDS.**

a. Agency agrees to loan to Authority, and Authority agrees to borrow from Agency, up to the sum of \$225,000, subject to the terms and conditions of this Agreement. The loan proceeds shall be used solely to pay for the costs of the Work as described in section 1(a).

b. Upon request by Authority, Agency shall pay all invoices, bills, statements, and other expenses for the Work. Payment requests shall not be submitted more frequently than semi-monthly. Payment requests by Authority shall include satisfactory copies of subject invoice(s),

bill(s), statement(s), and/or other proof of cost item. If Agency determines that the payment request is for eligible costs, and if Authority is otherwise in compliance with this Agreement, then Agency shall pay the item directly to the vendor, contractor, supplier, etc. within 30 days of receipt of the request. Agency shall add to the loan principal balance a 4% administrative fee calculated on the amount of each cost item paid. This administrative fee will be assessed one time per item. Total disbursements for cost items shall not exceed the total loan amount of \$225,000.

c. Agency shall account for the cumulative principal loan amount owed by Authority as disbursements are approved and paid by Agency. The principal loan amount under this Agreement shall be determined and adjusted periodically based on the approved and paid disbursements, plus the 4% administrative fee.

d. Subject to section 3, Authority promises to pay to Agency, or order, the principal loan amount which will equal cost item disbursements plus the 4% administrative fee. The principal may be fully repaid at any time by Authority, without prepayment penalty. Agency and Authority anticipate that the entire \$225,000 may be disbursed and that the ending principal of the loan may be \$234,000. To the extent permitted by law, the Authority shall structure the Flood Project Financing documents to authorize and provide for payment of \$234,000.

e. Authority shall include the Work as an eligible project cost within the scope of the Flood Project Financing and diligently pursue the completion of the Flood Project Financing in an effect to secure funding for the Work. If the Authority successfully implements the Flood Project Financing and secures funding for the Work, then Authority shall repay the loan balance in full to Agency, including principal and administrative fees, within 30 days after (i) the closing on the issuance of the bonds or certificates of participation financing, or (ii) the closing or securing of the financing/funding pursuant to an alternative developer funding approach.

f. All Work that Authority desires to be funded by this Agreement must be completed and loan disbursement request made to Agency by April 30, 2007. No loan disbursement requests shall be accepted by Agency after that date, unless the date is extended by the Agency.

**3. CONTINGENT LOAN; CONVERSION TO GRANT.** If, by June 30, 2010, the Authority has not successfully implemented a Flood Project Financing and proceeds from a Flood Project Financing are not available to repay the loan balance under this Agreement, then, upon that date, the loan shall be converted to a grant and the Authority shall have no obligation to repay the loan to the Agency.

**4. COMPLIANCE WITH LAWS.** Authority shall perform the Work in compliance with all applicable federal, state and local laws, regulations and codes, including the acquisition of all required permits, licenses, entitlements, and authorizations. The parties acknowledge that the Work constitutes "public works" as defined at Labor Code sections 1720 to 1720.4, and Authority and its contractors and subcontractors shall comply with California statutes and regulations applicable to public works projects, including, but not limited to, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and California Environmental Quality Act environmental review.

**5. RECORD KEEPING.** Authority shall keep and maintain bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of the loan proceeds to pay for Work, including invoices, receipts, cancelled checks, and contracts. These records shall be retained for a period of not less than three years from the completion of the Work. These records shall be accessible and available for inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

**6. STATE AUDIT CONTINGENCY.** As required by California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under this Agreement, are subject to examination and audit by the State Auditor General for three years following final payment under this Agreement.

**7. REPRESENTATION AND WARRANTIES.** Authority makes the following representations and warranties:

a. There are no legal actions, suits, or proceedings pending or, to the knowledge of Authority, threatened against Authority.

b. Authority is not in default of any obligation, judgment, bond, debenture, note or other evidence of indebtedness.

c. No outstanding tax liability has been asserted against Authority by the IRS, California Franchise Tax Board or any other taxing authority.

**8. DEFAULT.** At the option of the Agency, the occurrence of any of the following events shall constitute a default:

a. Any material representation or warranty made by Authority is breached, false or misleading in any material respect.

b. Any material provision of this Agreement ceases to be valid and binding, or Authority contests any such provision, or Authority, or any agent or trustee on behalf of Authority, wrongfully denies that it has any or further liability under this Agreement.

c. Authority fails to perform any covenant, condition, or agreement set forth herein, and such failure shall continue for a period of 30 days after notice thereof (which notice shall specify in reasonable detail the nature of such failure) from Agency.

d. Authority becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors, or there shall occur a material adverse change in the financial condition of Authority.

e. Authority files or there is filed against Authority a petition to have Authority adjudicated a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Authority, the same is dismissed or stayed within 60 days.

f. Authority applies for or consents to the appointment of a receiver, trustee or conservator for any portion of Authority's property, or such appointment is made without Authority's consent and is not vacated within 60 days.

In the event of default, Agency may immediately call the loan due and payable in full and enforce its remedies as provided by law. This provision shall not apply if the loan has been converted to a grant pursuant to section 3.

**9. LIMITATIONS.** Authority shall not, without prior consent of Agency (a) pledge, mortgage or otherwise encumber in any manner whatsoever any of Authority's present or after acquired property or assets, (b) borrow money or obtain a loan (other than the proposed Flood Project Financing) from any person, corporation, or any other source, (c) make or guarantee any advances or loans made to others, or (d) sell or distribute a substantial part, or all of its assets.

**10. GENERAL PROVISIONS.**

a. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

b. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

c. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

d. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees and personal representatives of the parties.

e. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

f. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

g. Attorney's Fees. In the event any collection action or lawsuit is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs of collection, expert witness and consulting fees, litigation costs and costs of suit.

h. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

Agency:

Authority:

General Manager

Three Rivers Levee Improvement Authority

Yuba County Water Agency  
1402 D Street  
Marysville, CA 95901

c/o County of Yuba  
915 8th Street, Ste. 115  
Marysville, CA 95901

Any party may change its address by notifying the other party in writing of the change of address.

YUBA COUNTY WATER AGENCY

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Chair

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary



Draft

PROMISSORY NOTE

\$234,000.00  
Marysville, California  
December , 2006

1. For value received, Three Rivers Levee Improvement District promises to pay to the Yuba County Water Agency, or order, at the Agency office, 1402 D Street, Marysville, Ca 95901, or at such other place as holder may from time to time designate by written notice to maker, the principal sum of Two Hundred Thirty Four Thousand Dollars (\$234,000.00), or the unpaid principal including a 4% administrative fee, if less.

2. Maker shall pay principal (including the administrative fee) as provided by the terms of the Loan Agreement dated December , 2006.

3. The whole sum of principal (including the administrative fee) shall immediately be due and payable at the option of holder of this note upon the occurrence of any of the following conditions: (a) The maker of this note receives funds from vendors intended for repayment of the loan provided by the terms of that Loan Agreement dated December , 2006; (b) Any other default under that Loan Agreement dated December , 2006. Failure to exercise any such option shall not constitute a waiver of the right of holder to exercise such option in the event of any subsequent occurrence.

4. If any action is taken by holder or its agents or assigns in enforcing or otherwise seeking to collect on this note, maker agrees to pay the following costs, expenses and attorney's fees paid or incurred by holder, or adjudged by a court: (a) Reasonable costs, expenses and attorney's fees paid or incurred in connection with the collection or enforcement of this note or any part of it, whether or not a lawsuit is filed; and (b) Reasonable attorney's fees, expert witness fees, and litigation costs and expenses in any lawsuit to enforce payment of this note or any part of it.

5. Maker shall have the right to prepay the principal of this note in whole or in part prior to its due date without premium or penalty.

6. This note is secured by a rate covenant of maker contained in that Loan Agreement dated December , 2006.

Three Rivers Levee Improvement District  
c/o County of Yuba  
915 8th Street, Ste. 115  
Marysville, CA 95901

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
Secretary



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
(530) 749-7841 (530) 749-7884 Fax

January 9, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul G. Brunner, Executive Director *PGB 3/2/07*  
Ric Reinhardt, Program Manager  
SUBJECT: Consider Contractual Agreement with Bender Rosenthal, Inc. (BRI) for  
TRLIA Phase 4, Feather River Preliminary Right of Way Actions for the  
Proposed Setback Levee

## Recommended Action

Approve Amendment 4 to the existing contract with BRI for the TRLIA Phase 4, Feather River preliminary right of way actions along the setback levee alignment. The specific contract terms are detailed in the attached document (i.e., the contract document).  
Authorize Executive Director to sign agreement once County Counsel has reviewed.

## Discussion

A setback levee alternative is under consideration for Segment 2 of the Phase 4 Feather River levee repairs. In order to maintain an aggressive schedule to complete this setback levee in 2008, some preliminary right of way actions must begin now. This would include preparing a survey map of the parcels impacted, plats and legals of the potential setback levee footprint, some pre-appraisal services, and title reports. This work would be accomplished using grant funds from the Yuba county Water Agency. Funds supplied by the landowners would not be used for this work and these efforts would be tracked separately from other real estate efforts that BRI is doing for the Phase 4 Feather River levee repairs. BRI is very knowledgeable with this area and has close contacts with the landowners impacted. Since a decision has not been reached on the setback levee alternative, landowner contacts would be minimal for these initial right of way acquisitions.

## Fiscal Impact

The contract amendment would increase the existing contract by \$100,000 for services on a time-and-expenses basis, to a maximum amount not exceeding **\$1,837,181** without prior authorization by TRLIA. The BRI contract amendment is a time and materials contract that can be terminated without penalty. As stated above this work would be accomplished with grant funds from the Yuba County Water Agency.

FOURTH AMENDMENT  
TO  
AGREEMENT BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
BENDER ROSENTHAL, INC.

THIS FOURTH AMENDATORY AGREEMENT is made and entered into this \_\_\_\_\_ day of January 2007, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA"), a Joint Powers Authority, TRLIA and BENDER ROSENTHAL, INC. ("CONSULTANT")

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into a agreement to provide basic services dated March 1, 2005, ("AGREEMENT");

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement to provide basic services dated March 1, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the second Amendatory Agreement to provide basic services dated May 16, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the third Amendatory Agreement to provide basic services dated September 26, 2006.

WHEREAS, Attachment B.1 of the AGREEMENT, state that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, the TRLIA and CONSULTANT desire to amend the Agreement;

NOW, THEREFORE, the TRLIA and CONSULTANT agree as follows:

1. Exhibit A of the AGREEMENT shall be amended to perform those additional services described in Exhibit A attached to this Fourth AMENDMENT.
2. Article 4 of the AGREEMENT shall be revised to increase the price ceiling for basic services by \$100,000 from \$1,737,181.00 to: \$1,837,181.00

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

This Amended agreement is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY

CONSULTANT

BY: \_\_\_\_\_  
Paul G. Brunner, Executive Director

BY: \_\_\_\_\_  
BENDER ROSENTHAL, INC.

APPROVED AS TO FORM,

\_\_\_\_\_  
DANIEL G. MONTGOMERY  
County Counsel

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**ATTACHMENTS**

- A. COOPER THORNE SCOPE**
- B. PARCEL LIST AND SPREADSHEET**

## **I. PROJECT UNDERSTANDING**

The Three Rivers Levee Improvement Authority is responsible for improving the levees along the Feather River, Bear River and Western Pacific Irrigation Canal (WPIC). The levee improvements are being completed in four phases. Phase one included urgent repairs to the levees at specific locations along the three levees and was completed in 2004. Phase two is scheduled for completion in Summer of 2006 and includes improvements to the Bear River, Feather River and the WPIC. Phase three construction should be completed in Fall of 2006 and includes the setback levees along the Bear River. Phase 4 levee improvements along the Feather River are scheduled to begin construction in May 2007.

TRLIA recently received a grant from the Yuba County Water Authority for \$225,000. The purpose of this grant was to begin the preliminary Right of Way, Environmental, and Engineering work critical to completing a proposed Feather River Setback levee by 2008. This work will include:

1. ROW Planning and Management
2. Develop Project Land Net
3. Plat and Legals
4. Pre Appraisal Services
5. Title / Escrow Support

BRI has been directed not to contact any property owners for Rights of Entry or Appraisals. All invoices will be separated for all other TRLIA work and sent to YCWA.

## **II. RIGHT OF WAY SCOPE OF SERVICES**

The following scope is for:

1. ROW Planning and Management
2. Develop Project Land Net
3. Plat and Legals
4. Pre Appraisal Services
5. Title / Escrow Support

### **Task 1 - ROW Planning and Management**

This task includes attendance at weekly project development team meetings, monthly schedule and progress updates, and coordination efforts with the PDT and ROW teams throughout the life of the project. This also includes development of the of a right of way budgets for various alternatives studied.

#### **Deliverables:**

- 1.1 Running weekly BRI staff meetings through the appraisal and acquisition phase of the project.
- 1.2 Attending Weekly PDT meetings.

- 1.3 Providing Monthly progress updates to PDT and TRLIA staff.
- 1.4 Coordinating design issues between engineering team and ROW team.
- 1.5 ROW budgets for various alternatives.

**Task 2 – Develop Project Land Net - 30 Parcels along the Feather River**

Please see Cooper Thorne Scope of Work in appendix of this proposal. Please note, BRI and CTA are not delineating the boundary of any “Full Take” parcels. Those are parcels that will be purchased in their entirety as part of the project.

**Task 3 – Plats and Legals / Right of Way Field Staking (30 -Parcels along Feather River)**

Please see Cooper Thorne scope of Work in appendix of this proposal. Please note, BRI and CTA are preparing plats and legals for any “Full Take” parcels. Those are parcels that will be purchased in their entirety as part of the project.

**Task 4 – Pre -Appraisal Services (45 Parcels along the Feather River)**

BRI will complete the preliminary research required for the Right of Way appraisal and acquisition phase of the project. Plats and Legals for each of the properties to be appraised will be provided to BRI by CTA. The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

1. Study of community and neighborhood in which the subject is located.
2. Collection of data from appropriate governmental agencies.
3. Market investigation of vacant and improved comparable data.
4. Verification of market data with sources knowledgeable with the pertinent details of the transaction.
5. Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.

**Deliverables:**

- Preliminary Appraisal files for up to 45 parcels along Feather River

**Task 9 - Title Support (45 Parcels for Title reports)**

In order to facilitate the plat and legal and appraisal phases of the proposed setback BRI proposes to work with Fidelity Title to order 45 title reports and back up documents. BRI is very knowledgeable in this area and has the staff necessary to help the TRLIA with their title and escrow needs.

1. Order Title Reports from Fidelity Title

**Deliverable:**

- 45 Title Reports

**Assumptions:**

- BRI will contract with escrow company and bill TRLIA

**III. PROPOSED SCHEDULE**

Item	Yuba River Segment 9
NTP	January 9, 2006
Task 1 – ROW Project Man.	January 9, 2006 – March 1, 2006
Task 2 - Land Net	January 9 2006 – March 1, 2006
Task 3 – Plat and Legals	Feb. 1, 2006 – March 1, 2006
Task 4 – Pre Appraisals	January 9 2006 – March 1, 2006
Task 5 – Title/Escrow Support	January 9, 2006 – March 1, 2006

**IV. PROPOSED BUDGET**

Item	Yuba River Segment 9
Task 1 – ROW Project Man. 8 hrs/wk @ 7 weeks @ \$158/hr + CTA	= \$11,350
Task 2 - Land Net	= \$24,000
Task 3 – Plat and Legals	= \$25,500
Task 4 – Pre Appraisals	= \$9,200
Task 5 – Title/Escrow Support (45 @ \$550)	= \$24,750
Sub-Consultant Mark Up (10%)	= \$5,200
<b>Total</b>	<b>[REDACTED]</b>

The following are the assumptions behind the budget:

1. Full documentation to Federal and State standards for all tasks.
2. The actual costs may differ from task to task, but the overall budget will not exceed the “Total Budget” shown in the above spreadsheet.
3. No Coordination with State or Federal right of way departments, other than listed in scope.

**V. CHANGE OF SCOPE**

A change in scope may result in the following instances:

- A change in engineering after property has been inspected by appraiser, requiring a new inspection.
- A change in engineering after completion of the appraisal.
- Addition of a parcel.
- Addition of easements, takes, or other property rights.
- An increase in the number of damage analyses required.
- An appraisal requiring additional expertise, such as an architect/engineer to determine if a building meets the building codes or will be structurally sound in the “after condition”.

**VI. CURRENT RATE SCALE**

Below is our rate schedule for this contract through March 1, 2007. A 5% yearly contract increase will apply after that date

Stephen A. Rosenthal, MAI	\$173/hr.*
Cydney G. Bender, MAI	\$173/hr.*
David Wraa, MAI	\$173/hr.*
Project Manager	\$158/hr.
Senior Appraiser	\$121/hr.
Senior Acquisition Agent	\$110/hr.
Relocation Specialist	\$110/hr.
Acquisition Agent – Level 2	\$ 95/hr.
Acquisition Agent – Level 1	\$ 80/hr.
Other Associated Professional Staff	\$ 89/hr.
Researchers	\$ 58/hr.
Administrative/Production	\$ 47/hr.

- \$265 per hour for court or briefing preparation, depositions, any pre-trial conferences, court appearances, etc., should these ever become necessary.



Scope of Services and Fee Estimate  
Three Rivers Levee Improvement Authority  
Feather River Setback Levee  
Right of Way Surveying Services

**Scope of Services**

**A. Development of Project Land Net**

1. Research – all relevant land and survey records shall be researched to recover control network information, record land net information and other information, which may be necessary for the Right of Way surveys. Sources for such information may include the County Surveyor's office, County Recorder's office, local Reclamation Districts, the Union Pacific Railroad, CalTrans and other governmental agencies.
2. Field Reconnaissance – Upon review of the record data, a field review and search will be made to identify lines and monuments of significant importance. This will include control network points, street centerline monuments, private property corners, government land boundary monuments, as well as other physical features, which could be significant in resolving the land net. A survey plan will be developed from this search and reviewed with the field personnel prior to commencing the surveys.
3. Right of Way Surveys Fieldwork – Field survey crews will conduct surveys of the control net and land net monuments using GPS and total station methods. Field notes will be maintained to accurately describe each found monument and it's relationship to record data. Found monuments that are not of record, will also be tied and evaluated with the land net.
4. Boundary Analysis and Retracement – The Project Surveyor and staff will review the record information and the compiled field data information, and perform a boundary analysis and retracement of the land net. This work will be performed in accordance with accepted professional land surveying practices and laws. In the event the Project Surveyor does not feel sufficient monuments have been found to retrace the land net, additional field surveys and inspections will be performed. The title reports (which will be provided by the client or others) will be reviewed and any easements, which can be defined and located, including levee right of ways, will be added to the land net information. *The final product to be delivered will be an AutoCAD drawing file containing the property lines, street right of ways, easements, owner names and Assessor's Parcel Numbers.*

Scope of Services and Fee Estimate  
Three Rivers Levee Improvement Authority  
Feather River Setback Levee  
Right of Way Surveying Services

**B. Preparation of Plats and Legal Descriptions**

1. Right of Way Calculations – Based upon the right of way requirements provided by the design engineer, the various forms of right of ways and/or easements will be calculated for each parcel, including areas. Closure calculations will be run for each right of way and/or easement for use in checking the final plat and legal description.
2. Plats and Legal Descriptions – Based upon the calculated right of way described above, an 8 ½" x 11" exhibit plat will be prepared for each right of way and/or easement required for each parcel. A legal description will also be prepared for each right of way and/or easement required. Both the plat and legal description will be stamped and signed by the Project Surveyor.

**C. Project Meetings**

1. Right of Way Coordination Meetings – The Project Surveyor or a staff representative will attend up to six (6) meetings to review and prioritize the on-going right of way efforts and report on the progress made to date.

**Fee Estimate**

**A. Bear River Setback Levee – Star Bend to N. of Murphy Road**

1. Development of Land Net (30 parcel basis)	\$24,000.00
2. Plats & Legal Descriptions (30 parcel basis)	\$25,500.00
3. Project Meetings	<u>\$2,500.00</u>
	\$52,000.00

# BENDER ROSENTHAL, INC.

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

January 3, 2007

Mr. Paul Brunner, P.E.  
Three Rivers Levee Improvement Authority  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901

RE: Three Rivers Levee Improvements – Phase 4 Right of Way Acquisition  
Feather River Setback Levee Preliminary ROW Services

Dear Mr. Brunner:

Bender Rosenthal, Inc. (BRI) is pleased to submit this revised scope for Right of Way Acquisition for Phase 4 of the TRLIA project. We have focused this scope on preliminary ROW work for the phase 4 work along the proposed Feather River Setback levee. We are pleased to include Cooper Thorne & Associates (CTA) on our team for Right of Way Engineering and Plat and Legal services.

The attached proposal is based on our knowledge of the project / real estate market gained as your consultant over the last year and during various team meetings regarding the phase 4 projects. It outlines our understanding of your needs, plus our approach in continuing to meet those needs.

The proposal includes five areas of the right of way process that may be required for the project to succeed. They include:

1. ROW Planning and Management
2. Develop Project Land Net
3. Plat and Legals
4. Pre Appraisal Services
5. Title / Escrow Support

If you have any questions, please contact Bob Morrison or myself.

Sincerely

CYDNEY G. BENDER REENTS, MAI  
President

Cc: Ric Reinhardt – MBK Engineers



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
(530) 749-7841 (530) 749-7884 Fax

January 9, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *PJB 3/9/07*  
Bob Morrison, ROW Manager  
SUBJECT: Monthly Right of Way Update

## Recent Real Estate Actions

TRLIA Board resolution No. 06-09, dated 28 June 2006, delegated a number of Right of Way activities to the TRLIA Executive Director. Valuations of ongoing negotiations are not included in this update. This is an update on the actions taken under that delegation between November 1, 2006 and December 31, 2006:

### **Caltrans Maintenance Station:**

- \* TRLIA Executive Director approved the appraisal and established "Just Compensation" based on the appraisal for 4 acres of Right of Way for seepage berm.

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- \* TRLIA Executive Director approved the appraisal and established "Just Compensation" based on the appraisal for Olivehurst detention basin

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**Discussion of Ongoing Activities**

The TRLIA Right of Way team is working on multiple fronts in support of the Phase 2, 3 and 4 project efforts. This update is to highlight various ongoing appraisal and negotiation activities in support of the various projects planned and under construction. Valuation issues of ongoing negotiations are not included in this update.

**Phase 2 – Yuba River, WPIC, Olivehurst Detention Facility**

**Caltrans Maintenance Station** – TRLIA and Caltrans have agreed to terms on the 4 acre right of way acquisition behind the existing Caltrans maintenance station on North Beale Road. Caltrans previously allowed TRLIA to construct a seepage berm on their property using a right of entry. A formal purchase agreement will be presented to this board for action in late January 2007. This deal should close in spring 2007.

**Harmon / Auburn Manor Properties** – These 2 parcels are on North Beale Road on either side of the Caltrans Maintenance Yard. TRLIA passed a Resolution of Necessity to gain possession of these properties in summer of 2005. The court case to determine

the value of the property has been postponed until summer 2007 do to the death of the Harmon's appraiser.

**Vespoli Property** – This property is where the Olivehurst Detention Basin was constructed. The county previously attempted to acquire the property in the spring of 2005. Negotiations failed. Right of Way acquisition was transferred from the County to TRLIA. The owner agreed to allow TRLIA / Yuba County to construct the project using a right of entry with the understanding that negotiations for compensation will continue. TRLIA re-appraised the property, and will be making a formal offer to the property owner in January 2007. A formal purchase agreement should be presented to the TRLIA board for action in late spring 2007.

**Herrel / Scott** – TRLIA is in condemnation proceedings with 2 of the 8 property owners on this site which abuts the new Olivehurst Detention basin. The facility is literally a drainage ditch. A separate closed session discussion related to this eminent domain action will be scheduled for late January.

#### Phase 3 – Bear River Setback

**Danna Properties** – TRLIA is in condemnation proceedings with Danna Investments and Danna & Danna Inc. This property is at the confluence of the Bear and Feather Rivers. A separate closed session discussion related to this eminent domain action will be scheduled for late January.

**David & Pam Foster Property** - TRLIA is in condemnation proceedings with Fosters. This property is at located along Road 512 south of Feather River Boulevard. A separate closed session discussion related to this eminent domain action will be scheduled for late January.

#### Phase 4 – Feather River Strengthen in Place

**Monitoring Well Access** – TRLIA Right of Way acquisition agents are currently working with various property owners along the Feather River to drill ground water monitoring wells behind the Feather River. These wells will be monitored twice a month during the rainy season, and every day when it rains.

**Environmental Rights of Entry** – TRLIA Right of Way acquisition agents are currently working with various property owners along the Feather river to gain access for environmental and geotechnical studies.

**Appraisal Activities** – TRLIA Appraisers will begin appraising properties for various right of way acquisitions necessary for the strengthen-in-place improvements currently scheduled for construction in May 2007. The effected parcels and owners are attached to this update.

Phase 4 – Feather River Setback Levee

**Preliminary ROW Activities** – TRLIA Right of Way team will be initiating the property surveys and boundary definition of existing properties along the proposed Feather River Setback Levee. This work will help kick start the ROW activities and support the goal of completing the Setback Levee by the end of 2008. This work is funded by a grant from the Yuba County Water Agency.

Phase 4 – Yuba River

**Cemex Plant** – The TRLIA appraisal and acquisition teams are working toward acquiring a 22,000+/- sf permanent right at the corner of Union Pacific Railroad and the Yuba River Levee. This area is necessary to ensure that no buildings are constructed on top of the ditch fill TRLIA is completing on the property.

TRRLA  
 PHASE 4 FEATHER RIVER LEVEE  
 SEGMENT 1-STRENGTHEN IN PLACE  
 LAND ACQUISITION NEEDS

APN/SITE	35% DWG.	OWNER	SITE TYPE	L/W	STA. NO.	STA. NO.	WIDTH	LENGTH	DIMENSIONS	ACRES
016-120-005	Not Included	Danna and Danna, Inc.	Access Road						± 1,800 lin. ft.	TBD
016-120-008	C-2,-3,-4,-5	Valley View Land & Cattle Co.	TCE	L	50+20	95+20	100	4500		10.33
016-120-008	C-2,-3	Valley View Land & Cattle Co.	Perm. Easement	L	51+20	59+60	65	840		1.25
016-120-008	C-3,-4,-5	Valley View Land & Cattle Co.	Perm. Easement	L	59+60	85+20	80	2560		4.70
016-120-008	C-5,-6,-7	Valley View Land & Cattle Co.	??	L	85+20	128+25	120	4305		11.86
016-120-005	C-7,-8	Danna and Danna, Inc.	TCE	L	128+25	136+00	120	775		2.13
016-120-005	C-8,-9	Danna and Danna, Inc.	TCE	L	136+00	157+60	20	2160		0.99
016-090-008	C-8,-9	Valley View Packing Co., Inc.	TCE	W	143+90	157+60	20	1370		0.63
016-060-019	C-9,-10	Shoei Food USA, Inc.	TCE	L	157+60	164+00	200	640		2.94
016-060-019	C-10,-11	Shoei Food USA, Inc.	TCE	L	164+00	181+00	20	1700		0.78
016-060-019	C-11	Shoei Food USA, Inc.	TCE	L	181+00	185+00	200	400		1.84
016-060-019	C-11,-12	Shoei Food USA, Inc.	TCE	L	185+00	195+00	20	1000		0.46
016-060-019	C-12	Shoei Food USA, Inc.	TCE	L	195+00	202+50	200	750		3.44
016-060-019	C-12,-13,-14	Shoei Food USA, Inc.	TCE	L	202+50	221+50	20	1900		0.87
016-060-020	C-12,-13,-14,-15	State of California (CDF&G)	TCE	W	197+90	235+70	TBD	3780		TBD
016-060-001	C-14,-15	Foster Ranch Ltd. Partnership	TCE	L/W	235+70	248+00	TBD	1230		TBD

1/3/2007



TRLIA  
 PHASE 4 FEATHER RIVER LEVEE  
 SEGMENT 3 - STRENGTHEN IN PLACE  
 LAND ACQUISITION NEEDS

APN/SITE	35% DWG.	OWNER	SITE TYPE	LW	STA. NO.	STA. NO.	WIDTH	LENGTH	DIMENSIONS	ACRES
014-250-027	Not included	Naumes, Inc	Staging Area						TBD	
014-250-008	Not included	UPRR	Access Road						± 2,640 lin. ft.	
014-250-027	Not included	Naumes, Inc	Access Road						± 4,100 lin. ft.	
014-240-022	Not included	Terry	Access Road						± 1,300 lin. ft.	
013-010-014	Not included	David	Access Road						TBD	
014-250-027	Not included	Naumes, Inc	Access Road						TBD	
013-010-010	Not included	Danna Investment Company, Inc.	Staging Area						TBD	
013-010-046	C-16	Smith	TCE	L	578+20	589+60	200	1140		5.23
013-010-045	C-16,-17	Stewart	TCE	L	589+60	590+90	20	130		0.06
TBD	Not included	Stewart ?/Linda Water ??	Access Road						TBD	
013-010-002	C-17	Linda Water	TCE	L	590+90	596+80	20	590		0.27
013-010-001	C-17,-18	Linda Water	TCE	L	596+80	605+50	50	870		1.00
013-010-054	C-18	Linda Water	TCE	L	605+50	616+00	50	1050		1.21
020-360-056	C-18,-19	Barker	TCE	W	617+40	631+50	20	1410		0.65
013-010-050	C-16	Cooper	TCE	L	621+00	624+00	50	300		0.34
020-330-008	C-19,-20,-21	State of California (Caltrans)	TCE	L	631+50	662+00	40	2050		1.88
020-330-010	C-19,-20,-21	Wilbur	TCE	W	631+50	657+85	20	2635		1.21
020-330-007	C-21	Wilbur	Staging Area	L	652+00	656+90			TBD	
020-010-018	C-21,-22,-23,-24,-25	H. Smith	TCE	W	657+80	705+50	20	4770		2.19
TBD	C-25	To Be Determined	TCE	W	708+60	709+80	20	120		0.34
020-020-026	C-25,-26	Maguire	TCE	W	709+80	723+50	20	1370		1.88
020-440-001 (port.)	C-26	TRLIA/UPRR	Monitoring Wells	L	722+50	724+00		150	TBD	
020-020-027	C-26	UPRR	Flood Gate	L	723+80	724+55		75	TBD	



# THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center  
915 Eighth Street, Suite 115  
Marysville, CA 95901-5273  
(530) 749-7841 (530) 749-7884 Fax

January 9, 2007

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director *PBB 3/9/07*  
Bob Morrison, ROW Manager  
SUBJECT: Monthly Right of Way Update

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**Phase 2 – Yuba River, WPIC, Olivehurst Detention Facility**

**Caltrans Maintenance Station** – TRLIA and Caltrans have agreed to terms on the 4 acre right of way acquisition behind the existing Caltrans maintenance station on North Beale Road. Caltrans previously allowed TRLIA to construct a seepage berm on their property using a right of entry. A formal purchase agreement will be presented to this board for action in late January 2007. This deal should close in spring 2007.

**Harmon / Auburn Manor Properties** – These 2 parcels are on North Beale Road on either side of the Caltrans Maintenance Yard. TRLIA passed a Resolution of Necessity to gain possession of these properties in summer of 2005. The court case to determine

the value of the property has been postponed until summer 2007 do to the death of the Harmon's appraiser.

**Vespoli Property** – This property is where the Olivehurst Detention Basin was constructed. The county previously attempted to acquire the property in the spring of 2005. Negotiations failed. Right of Way acquisition was transferred from the County to TRLIA. The owner agreed to allow TRLIA / Yuba County to construct the project using a right of entry with the understanding that negotiations for compensation will continue. TRLIA re-appraised the property, and will be making a formal offer to the property owner in January 2007. A formal purchase agreement should be presented to the TRLIA board for action in late spring 2007.

**Herrel / Scott** – TRLIA is in condemnation proceedings with 2 of the 8 property owners on this site which abuts the new Olivehurst Detention basin. The facility is literally a drainage ditch. A separate closed session discussion related to this eminent domain action will be scheduled for late January.

#### Phase 3 – Bear River Setback

**Danna Properties** – TRLIA is in condemnation proceedings with Danna Investments and Danna & Danna Inc. This property is at the confluence of the Bear and Feather Rivers. A separate closed session discussion related to this eminent domain action will be scheduled for late January.

**David & Pam Foster Property** - TRLIA is in condemnation proceedings with Fosters. This property is at located along Road 512 south of Feather River Boulevard. A separate closed session discussion related to this eminent domain action will be scheduled for late January.

#### Phase 4 – Feather River Strengthen in Place

**Monitoring Well Access** – TRLIA Right of Way acquisition agents are currently working with various property owners along the Feather River to drill ground water monitoring wells behind the Feather River. These wells will be monitored twice a month during the rainy season, and every day when it rains.

**Environmental Rights of Entry** – TRLIA Right of Way acquisition agents are currently working with various property owners along the Feather river to gain access for environmental and geotechnical studies.

**Appraisal Activities** – TRLIA Appraisers will begin appraising properties for various right of way acquisitions necessary for the strengthen-in-place improvements currently scheduled for construction in May 2007. The effected parcels and owners are attached to this update.

Phase 4 – Feather River Setback Levee

**Preliminary ROW Activities** – TRLIA Right of Way team will be initiating the property surveys and boundary definition of existing properties along the proposed Feather River Setback Levee. This work will help kick start the ROW activities and support the goal of completing the Setback levee by the end of 2008. This work is funded by a grant from the Yuba County Water Agency.

Phase 4 – Yuba River

**Cemex Plant** – The TRLIA appraisal and acquisition teams are working toward acquiring a 22,000+/- sf permanent right at the corner of Union Pacific Railroad and the Yuba River Levee. This area is necessary to ensure that no buildings are constructed on top of the ditch fill TRLIA is completing on the property.

TRLIA  
 PHASE 4 FEATHER RIVER LEVEE  
 SEGMENT 1-STRENGTHEN IN PLACE  
 LAND ACQUISITION NEEDS

APN/SITE	35% DWG.	OWNER	SITE TYPE	L/W	STA. NO.	STA. NO.	WIDTH	LENGTH	DIMENSIONS	ACRES
016-120-005	Not Included	Danna and Danna, Inc.	Access Road						± 1,800 lin. ft.	TBD
016-120-008	C-2,-3,-4,-5	Valley View Land & Cattle Co.	TCE	L	50+20	95+20	100	4500		TBD
016-120-008	C-2,-3	Valley View Land & Cattle Co.	Perm. Easement	L	51+20	59+60	65	840		10.33
016-120-008	C-3,-4,-5	Valley View Land & Cattle Co.	Perm. Easement	L	59+60	85+20	80	2560		1.25
016-120-005	C-5,-6,-7	Valley View Land & Cattle Co.	??	L	85+20	128+25	120	4305		4.70
016-120-005	C-7,-8	Danna and Danna, Inc.	TCE	L	128+25	136+00	120	775		11.86
016-090-008	C-8,-9	Danna and Danna, Inc.	TCE	L	136+00	157+60	20	2160		2.13
016-060-019	C-8,-9	Valley View Packing Co., Inc.	TCE	W	143+90	157+60	20	1370		0.99
016-060-019	C-9,-10	Shoei Food USA, Inc.	TCE	L	157+60	164+00	200	640		0.63
016-060-019	C-10,-11	Shoei Food USA, Inc.	TCE	L	164+00	181+00	20	1700		2.94
016-060-019	C-11	Shoei Food USA, Inc.	TCE	L	181+00	185+00	200	400		0.78
016-060-019	C-11,-12	Shoei Food USA, Inc.	TCE	L	185+00	195+00	20	1000		1.84
016-060-019	C-12	Shoei Food USA, Inc.	TCE	L	195+00	202+50	200	750		0.46
016-060-020	C-12,-13,-14	State of California (CDF&G)	TCE	L	202+50	221+50	20	1900		3.44
016-060-001	C-14,-15	Foster Ranch Ltd. Partnership	TCE	W	197+90	235+70	TBD	3780		0.87
				L/W	235+70	248+00	TBD	1230		TBD

TRLIA  
 PHASE 4 FEATHER RIVER LEVEE  
 SEGMENT 3 - STRENGTHEN IN PLACE  
 LAND ACQUISITION NEEDS

APN/SITE	35% DWG.	OWNER	SITE TYPE	L/W	STA. NO.	STA. NO.	WIDTH	LENGTH	DIMENSIONS	ACRES
014-250-027	Not included	Naumes, Inc	Staging Area						TBD	
014-250-008	Not included	UPRR	Access Road						± 2,640 lin. ft.	
014-250-027	Not included	Naumes, Inc	Access Road						± 4,100 lin. ft.	
014-240-022	Not included	Terry	Access Road						± 1,300 lin. ft.	
013-010-014	Not included	Davit	Access Road						TBD	
014-250-027	Not included	Naumes, Inc	Access Road						TBD	
013-010-010	Not included	Danna Investment Company, Inc.	Access Road						TBD	
013-010-046	C-16	Smith	Staging Area	L	578+20	589+60	200	1140		5.23
013-010-045	C-16,-17	Stewart	TCE	L	589+60	590+90	20	130		0.06
TBD	Not included	Stewart ? ?/ Linda Water ? ?	Access Road							
013-010-002	C-17	Linda Water	TCE	L	590+90	596+80	20	590		0.27
013-010-001	C-17,-18	Linda Water	TCE	L	596+80	605+50	50	870		1.00
013-010-054	C-18	Linda Water	TCE	L	605+50	616+00	50	1050		1.21
020-360-056	C-18,-19	Barker	TCE	W	617+40	631+50	20	1410		0.65
013-010-050	C-16	Cooper	TCE	L	621+00	624+00	50	300		0.34
020-330-008	C-19,-20,-21	State of California (Caltrans)	TCE	L	631+50	652+00	40	2050		1.88
020-330-010	C-19,-20,-21	Wilbur	TCE	W	631+50	657+85	20	2635		1.21
020-330-007	C-21	Wilbur	Staging Area	L	652+00	656+90				
020-010-018	C-21,-22,-23,-24,-25	H. Smith	TCE	W	657+80	705+50	20	4770		2.19
TBD	C-25	To Be Determined	TCE	W	708+60	709+80	20	120		0.34
020-020-026	C-25,-26	Maguire	TCE	W	709+80	723+50	20	1370		1.88
020-440-001 (port.)	C-26	TRIA/UPRR	Monitoring Wells	L	722+50	724+00		150		
020-020-027	C-26	UPRR	Flood Gate	L	723+80	724+55		75		