THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AGENDA

SEPTEMBER 6, 2005
Yuba County Government Center
Board of Supervisors’ Chambers
915 Eighth Street, Suite 109A
Marysville, California

Unless otherwise indicated

3:30 P.M.  I  CALL TO ORDER

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

III  ACTION ITEMS

A.  MBK Engineers/9th Amendment: Approve 9th Amendment to agreement with MBK Engineers in the amount of $187,200 for professional services for Phase 4 Problem Identification Study and Project Management Support and authorize Chairman to execute same.

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

C.  Minutes: Approve minutes of the Budget Hearings of June 28, 2005, Special meetings of June 28, and August 30, and regular meetings of July 5, 12, and August 2, 2005.

D.  Director Stipend: Discuss clarification of Director stipend and take action as appropriate. (No background material)

IV  BOARD AND STAFF MEMBERS’ REPORTS

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

VI  ADJOURN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Government Center
915 Eighth Street, Suite 115
Marysville, CA 95901-5273
Telephone: (530) 749-5675 Fax: (530) 749-7312

September 6, 2005

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

Recommended Action

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

Reason for Recommended Action

MBK Engineers has been providing project management support, mapping support, hydraulic modeling and erosion studies for TRLIA since the inception of the levee work in 2003. This contract amendment allows continuation of services through July 31, 2005.

Background

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

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

Fiscal Impact

The total cost for this contract amendment is $187,200, thereby, increasing the cost ceiling for this contract from $438,150 to $625,350. Funding for this contract amendment will be reimbursed from State Water Bond Act 2000 grant funds, otherwise known as Proposition 13 and developer fees.
August 11, 2005

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

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

Dear Mr. Margo:

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

The scope of work and level of effort for MBK’s continued support is included in
Attachment A. A new contract is also enclosed for your signature, along with a copy of our current
for schedule (Attachment B). The total cost for this amendment is $187,200. This would increase
the cost ceiling for this contract from $438,130 to $625,330. The contract service period would be
extended until July 31, 2006.

Please call if you have any questions.

Sincerely,

MBK ENGINEERS

Ric Reinhart, PE

[Signature]

[Stamp]

[Address]

[Website]
Task 1 – Project Management Activities

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

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

<table>
<thead>
<tr>
<th>Task 1</th>
<th>Principal Engineer</th>
<th>92 hrs @ $150/h</th>
<th>$13,800</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense</td>
<td></td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$14,300 per month</td>
</tr>
</tbody>
</table>

Total cost = $171,600

Task 2 – Mapping Support

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

<table>
<thead>
<tr>
<th>Task 2</th>
<th>Principal Engineer</th>
<th>1 hr @ $150/h</th>
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<tbody>
<tr>
<td>Junior Engineer</td>
<td>10 hrs @ $70/hr</td>
<td>$700</td>
<td></td>
</tr>
<tr>
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<td>$450</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$1,300/month</td>
</tr>
</tbody>
</table>

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

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

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

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

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

2. **Scope of Service**
   
   The CONSULTANT will provide at its own cost and expense, and at its own risk, all professional services as set forth in the Scope of Work, attached hereto and incorporated by reference in this AGREEMENT as Attachment A.

3. **Standard of Care**
   
   The CONSULTANT will perform services under this AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No otherwise representation, express or implied, and no warranty of whatever nature is included or implied in this AGREEMENT, or in any report, opinion, document, or otherwise.

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

4. **Definitions**
   
   When used in this AGREEMENT, the words and phrases listed below are defined as indicated, unless modified otherwise in this AGREEMENT:

   - **Definition:** This contract, including all appendices, addenda, and any documents incorporated by reference.
   - **Claim:** This term, when used in a provision, includes CLIENT's obligation to waive claims against CONSULTANT or to hold CONSULTANT harmless from any claim arising from certain specified events, meaning "any claim in contract tort, or statutory alleging misrepresentation, negligence, errors, omissions, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."
5. Billing and payment

CLIENT recognizes that timely payment of CONSULTANT’s invoice is a prerequisite of the consideration for which CONSULTANT requires to perform the services indicated in this AGREEMENT.

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

CLIENT shall pay an additional charge of one-and-one-half (1 1/2%) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice, excluding any portion of the invoiced amount in dispute and retailed in favor of CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

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

Application of the percentage rate indicated above as a consequence of CLIENT’s late payments does not constitute any willingness on CONSULTANT’s part to finance CLIENT’s operation, and no such willingness should be implied. CLIENT shall fail to pay unpaid invoiced amounts within thirty (30) calendar days of the date of the invoice, as set forth hereinabove, without incurring any interest in CLIENT against CONSULTANT, suspend this AGREEMENT (as provided for in Section 9, SUSPENSION, or terminate the AGREEMENT (as provided for in Section 10, TERMINATION). Accordingly, the CONSULTANT will provide all goods and services as set forth in the Scope of Work for the price described in the CONSULTANT’S Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B.

6. Limitation of liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT’s total aggregate liability to CLIENT is limited to $100,000 or to the proceeds available from CONSULTANT’s required insurance coverage, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claims

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

7. Insurance

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

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

8. Indemnification

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

CONSULTANT’s opinion of certain conditions that CONSULTANT has evaluated on CLIENT’s behalf may diminish the value of property, is used to establish an atmosphere where CONSULTANT feels free to report CONSULTANT’s opinion, recommendations for remedial measures, etc., without fear of malice, CLIENT shall, to the fullest extent permitted by law, waive any claim against CLIENT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from the theory that CONSULTANT’s findings, opinions, recommendations, plans, or specifications diminished, the value of a property. CLIENT shall also compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in response of any such claim. Both consultation shall be based.
QUICK CONSULTANT's prevailing fee schedule and express objection thereto. Quiescence.

CONSULTANT shall indicate to CLIENT the information needed for rendering services hereunder, and CLIENT shall provide to CONSULTANT as much of such information as is available to CLIENT.

CLIENT shall inform CONSULTANT of reports or other materials prepared by others that relate to CONSULTANT's services and CLIENT shall furnish these to CONSULTANT or otherwise help CONSULTANT gain access to them. CLIENT recognizes that CONSULTANT is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions thereof may have been committed when assembling this information. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided by CONSULTANT.

CLIENT, with the advice and assistance of CLIENT's counsel, shall be responsible for any costs and expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

9. Suspension

If payment of CLIENT's invoices is not received within (30) calendar days following receipt by CLIENT, CONSULTANT may, upon written notice to CLIENT, suspend further services until payment is received to a current basis, or CONSULTANT may terminate this AGREEMENT. CLIENT may submit a new proposal for services upon fourteen (14) calendar days written notice. Any suspension by CLIENT containing forty-five (45) calendar days shall, at CONSULTANT's option, make the AGREEMENT subject to renegotiation or termination. Any suspension shall extend the performance schedule by an amount of time satisfactory to both CLIENT and CONSULTANT.

10. Termination

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating termination shall send to the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Termination will release each party from any term, condition, or obligation that is the subject of the termination.

11. Ownership of Instruments of Professional Service

Unless specified otherwise, CLIENT agrees to retain all work products. If a report or other document is created or delivered for CLIENT, CONSULTANT shall retain all ownership rights in such document.

CONSULTANT may not assign or delegate this AGREEMENT to another entity without the prior written consent of CLIENT.

12. Governing Law

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law provisions. Any legal action or proceeding arising out of or relating to this AGREEMENT shall be brought exclusively in the federal or state courts located in New York, New York. Each party hereby submits to the exclusive jurisdiction of such courts for such purpose and hereby waives any objection to venue or to transfer of such action or proceeding.

This AGREEMENT constitutes the entire agreement between the parties with respect to the services described herein. It supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof. This AGREEMENT may be amended or modified only by a written agreement signed by both parties.

Page 3 of 4
shall be compensated by CLIENT for whatever additional service and/or risk items from third-party reliance, if the third-party does not provide compensation per terms and conditions herein. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, its officers, directors, and employees, for any act or omission of any third party relating to CONSULTANT’s decision to do so. All compensation shall be based upon CONSULTANT’s prevailing fee schedule.

12. Dispute resolution

All claims, disputes, or controversies arising out of, or in connection with, the interpretation, application, enforcement, or implementation of this AGREEMENT or provision of the services stipulated herein shall be decided through mediation. The parties further agree that OWNER will file, as a condition for participation in the project and their agreement to perform labor or services, all subcontractors at all tiers, and all suppliers whose portion of the work amounts to five thousand dollars ($5,000) or more, and their insurers and sureties, shall agree to this procedure.

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

13. Governing law

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

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

Mark Engineers

By: _______________________
Name and title: Site Resident, P.E.
Date: August 11, 2005
Federal ID number: 94-2283149

Three Rivers Levee Improvement Authority

By: _______________________
Name and title: _______________________
Date: _______________________

APPROVED AS TO FORM
DANIEL G. MONTGOMERY
COUNTY COUNSEL

RE: 404318/S-PROPOSAL/REF: 85TH AMENDMENT CONTRACT 08/13/1150500C

Page 4 of 4
## SCHEDULE OF FEES

1. **Standard Fees:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Per Hour</th>
</tr>
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<tbody>
<tr>
<td>Principal</td>
<td>$140-175</td>
</tr>
<tr>
<td>Supervising Engineer</td>
<td>115-139</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>102-130</td>
</tr>
<tr>
<td>Engineer</td>
<td>90-120</td>
</tr>
<tr>
<td>Hydrologist</td>
<td>60-115</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>75-95</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>70-85</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>70-115</td>
</tr>
<tr>
<td>Technician/Drafter</td>
<td>70-90</td>
</tr>
<tr>
<td>Engineering Aide</td>
<td>40-60</td>
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<tr>
<td>1-Man Survey Crew</td>
<td>180</td>
</tr>
<tr>
<td>2-Man Survey Crew</td>
<td>150</td>
</tr>
<tr>
<td>GPS Equipment</td>
<td>40</td>
</tr>
</tbody>
</table>

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at $250 per hour for principals and supervising engineers, $200 per hour for registered engineer staff, and $150 per hour for other staff.

3. Automobile mileage is billed at $.44 per mile away from Sacramento or other such headquarters as may be established.

4. All other direct non-salary expenses, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Professional services provided by others billed through MBK at cost plus a service charge of 15%.

5. Billings will be made monthly and payment will be due within 30 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1.5% per month or fraction thereof from the billing date unless other arrangements are made in advance.

6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by judgment, shall be awarded as part of the Judgment.

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**ATTACHMENT B**

MBK

2450 Alhambra Blvd., 2nd Floor  •  Sacramento, CA 95817  •  916/456-4400 (phone)  •  916/456-0703 (fax)
September 6, 2005

TO: Three Rivers Levee Improvement Authority Board (TRLIA)

FROM: Randy Margo, Deputy Executive Director

SUBJECT: Deposit of Funds for Acquisition of Danna & Danna Properties

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

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

Background
TRLIA hired Bender & Rosenthal to determine the value of the properties required to construct levee improvements within the South Yuba Basin area. Representatives of Bender & Rosenthal began meeting with Mr. Steven Danna on April 29, 2005, to evaluate the fair market value of properties owned by him and his investors for the purpose of acquiring such properties for the setback levee project. Bender & Rosenthal has determined that the fair market value in question, based upon methods permitted under statute, resulted in the amount of $4,171,300 for assessor parcel numbers 016-150-004 and 016-150-019 as well as $2,769,000 for assessor parcel numbers 016-150-005, 016-150-120 and 015-150-271, totaling $6,940,300.

Discussion
In order for TRLIA to obtain right-of-entry to construct the setback levee project, the fair market value for the properties must be submitted to the State Treasury and available to the property owners and investors. TRLIA will be attempting to seek a court order for possession of the properties on September 6, 2005. Consequently, Board action is required to submit the funds in a timely manner.

Fiscal Impact
Payment of these funds will come initially from developer fees, to be later reimbursed on a 70/30 percent ratio between Proposition 13 funds and developer funds. Importantly, these payments could draw down TRLIA's fund balance to $300,000 pending further discussion with the developers for additional cash transfers into the trust account.
The Board of Directors of the Three Rivers Levee Improvement Authority reconvened on the above date, at 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Nick Brown, Mary Jane Griego, Dan Logue and Richard Webb. Also present were Executive Director Kent McClain, Chief Financial Officer Dean Zelters, and Clerk of the Board of Supervisors/Secretary Donna Stottlemyer. Chairman Webb presided.

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

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

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

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

ADJOURNMENT

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

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

Approved: ________________________
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES - BOARD OF DIRECTORS

JUNE 28, 2005 – SPECIAL MEETING

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

ACTION ITEMS

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

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

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

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

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

06/28/05 – Special Meeting
• Project Engineer/Manager Ani Bhattacharyya, Project Overview
• HDR Engineer Chris Kirvance, Phase II Levee Repairs (Bear River, WPIIC, Yuba River Levees, and Olivehurst Detention Basin)
• Kleinfelder Vice President Ray Costa, Phase IIIB - Geotechnical Investigation for Simpson Lane
• Bookman-Edmonston Project Manager Ray Hart, Phase III Bear River Levee Setback
• Bender Rosenthal Bob Morrison Right-of-Way Manager, Right-of-way acquisition for projects
• Kleinfelder Vice President Ray Costa, Phase IV - Geotechnical Investigation for Yuba and Feather Rivers

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

ADJOURNMENT

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

__________________________________________
Chairman

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

__________________________________________
Approved: ____________________________

06/21/05 – Special Meeting
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JULY 5, 2005

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

ACTION ITEMS

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

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

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

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

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

Mr. Matthew Hammon, property owner, received a previous levee breakage and repair performed at that time, felt a sluice wall construction for this project was the best option, and expressed concerns regarding drainage issues during high water events.

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

07/05/05
Following Board discussion, Chairman Webb opened the public hearing. No one came forward.

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

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

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

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

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

B. BEAGLE Change of Contract No. 2: Upon motion of Director Griego, seconded by Director Logue, and unanimously carried, the Board approved Change of Contract No. 2 with BEAGLE, Inc. for investigation and design of the Bear River Seback Leves and authorized the Chairman to execute same.

07/05/05  PAGE  41
C. **Minutes:** Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board approved the minutes of the regular meetings of June 7 and 14, 2005, as written.

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

Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board awarded Contract No. PP2-2005/06-01 to Nordic Industries Inc. for Phase II Construction in the amount of $19,995,075 and authorized the Chairman to execute same upon review and approval of County Counsel.

**BOARD AND STAFF MEMBERS' REPORTS**

Reports were received on the following:

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

Director Webb:
- Reclamation District 784 meeting of June 28, 2005

**PUBLIC COMMUNICATIONS**

No one came forward.

**ADJOURNMENT**

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 5:15 p.m. by Chairman Webb.
Chairman

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

Approved:

07/01/01
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

JULY 12, 2005

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

ACTION ITEMS

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

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

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

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

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

07/12/05
Upon motion of Director Logue, seconded by Director Griego, and unanimously carried, the Board adopted Resolution No. 05-10, which is entitled: "RESOLUTION TO UNDERTAKE A SUPPLEMENTAL FEASIBILITY STUDY, RB784 FLOOD CONTROL AND LEVEE IMPROVEMENT PROJECT, PHASE 4."

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

BOARD AND STAFF MEMBERS REPORTS

Reports were received on the following:

Executive Director Kent McClain:
- First construction meeting regarding Phase 2 Construction held Monday, July 11, 2005 and Notice to Proceed

PUBLIC COMMUNICATIONS

No one came forward.

ADJOURNMENT

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

____________________________________
Chairman

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

____________________________________  Approved: ______________

07/12/05  PAGE 45
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

AUGUST 2, 2005

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

ACTION ITEMS


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

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

APPROVE
ADOPT
RESOLUTION
NO. 05-11

PUBLIC COMMUNICATIONS

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

BOARD AND STAFF MEMBERS' REPORTS

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

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

__________________________ Chairman

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

_______________________________ Approved: ____________________
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

MINUTES – BOARD OF DIRECTORS

AUGUST 30, 2005

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

CLOSED SESSION

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

There was no announcement.

ACTION ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

ADJOURNMENT

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

Chairman

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

_________________________ Approved: ____________________