THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Yuba County Government Center, Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

NOVEMBER 16, 2010 – 2:00 P.M.

Welcome to the Three Rivers Levee Improvement Authority (TRLIA) meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices which might disrupt the meeting. Thank you.

I  ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti

II  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. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

III  CONSENT AGENDA: All matters listed under the consent agenda are considered to be routine and can be enacted by one motion.

A. Approve minutes of the special meetings of October 26 and November 9, 2010.

B. Approve Amendment No. 2 extending the termination date to December 31, 2011 to the agreement with Kim Floyd Communications for public outreach services and authorize Executive Director to execute same.

C. Approve Amendment No. 2 extending the termination date to December 31, 2011 to the agreements with David T. Williams and Associates, Engineers, LLC; Donald H. Babbitt; and AMEC Geomatrix, Inc for engineering services and authorize the Executive Director to execute same.

IV  ACTION ITEMS

A. Consider adopting Relocation Assistance Plan for the Upper Yuba River Levee Improvement Project and take action as appropriate.

B. Adopt resolution declaring the public necessity for taking of certain property and amending and superseding Resolution 2010-10 for property owned by Bhajan S. Sohal and Rajwant K. Soahl and Walbinder S. Sohal Living Trust which will correct the legal description and map of the portion of APN 018-190-109 to be acquired.

C. Approve Amendment No. 1 to the agreement with MHM Inc. in the amount of $35,600 for engineering and surveying services and authorize the Executive Director to execute same.

D. Approve Amendment No. 5 to the agreement with Handen Company, Inc. in the amount of $181,700 for construction and consulting management services authorize the Executive Director to execute same.

V  BOARD AND STAFF MEMBERS’ REPORTS

VI  ADJOURN

The complete agenda is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.mha.org. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

OCTOBER 26, 2010

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) 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, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

I ROLL CALL – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti - All Present

II CLOSED SESSION – The Board retired into closed session at 2:01 p.m. to discuss the following:

A. Pending litigation pursuant to Government Code §54956.9(a) Foster YCSCVED 08-0000327, YCSCVED 08-0000364

The Board returned from closed session at 2:31 p.m. with all members present as indicated above. There was no reportable action from closed session.

III ACTION ITEMS

A. Approve minutes of the special meeting of September 28, 2010. Approved as written.

   MOTION: Move to approve        MOVED: John Nicoletti       SECOND: Jerry Crippen
   AYES: John Nicoletti, Jerry Crippen, Rick Brown, Don Graham, Mary Jane Griego
   NOES: None    ABSTAIN: None

B. Authorize Executive Director to negotiate professional services agreement not to exceed $40,000 with KVIE, highest ranking respondent, for the production of a video documentary of the history to rebuild, repair, and maintain levees in Reclamation District 784 areas, and authorize the Executive Director to execute same upon review and approval of Counsel.

Executive Director Paul Brunner recapped the proposal request advising funding available for outreach programs is derived from interest from escrow accounts, and responded to Board inquiries.

Counsel Andrea Clark recapped the ongoing outreach efforts of the authority advising a documentary of this nature falls under that scope.

Responding to concerns expressed by Ms. Frances Hofman, Mr. Paul Brunner advised TRLIA was given the use of interest money for outreach programs.
MOTION: Move to approve               MOVED: Jerry Crippen           SECOND: John Nicoletti
AYES: Jerry Crippen, John Nicoletti, Rick Brown, Don Graham, Mary Jane Griego
NOES: None  ABSTAIN: None

C. Ratify contract with River Partners in the amount of $376,049 for Bear River Setback plant propagation and maintenance project, authorize Executive Director to execute same, and authorize disposal of excess plants.

Executive Director Paul Brunner recapped the request for ratifying the contract, advising plants would be used at the Anderson site, and recommended any excess plants be donated to schools.

MOTION: Move to approve               MOVED: John Nicoletti           SECOND: Rick Brown
AYES: John Nicoletti, Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego
NOES: None  ABSTAIN: None

IV   BOARD AND STAFF MEMBERS’ REPORTS: Reports were received on the following.

Supervisor Griego:  Commended Three Rivers staff for discussion points and photographs provided for the Cal LACFO conference

Executive Director Paul Brunner:
• Tour of Feather and Bear River setback levees Monday, October 25, 2010 with National Committee on Levee Safety
• Letter to Senators Boxer and Feinstein in support of the Central Valley Flood Protection and Water Resources Development Program
• Use of 104 credits
• Attending Flood Plain Management Association meeting, November 2 – 5, 2010, in Henderson, Nevada
• Cancellation of November 2, 2010 meeting

V   ADJOURN 3:40 p.m. by Chair Griego.

______________________________
Chair

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

______________________________
Approved: ______________________
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

NOVEMBER 9, 2010 – SPECIAL MEETING

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 4:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemyer. Chair Griego presided.

I  **ROLL CALL** – Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti – All present

II  **CLOSED SESSION:** The Board retired into closed session at 4:31 p.m. to discuss the following:

A. Pending litigation pursuant to Government Code §54956.9(a) – TRLIA vs. Foster YCSCCVED 08-0000327, YCSCCVED 08-0000326, YCSCCVED 08-0000364

The Board returned from closed session at 5:03 p.m. with all present as indicated above.

Counsel Scott Shapiro advised the Board granted authority regarding the Foster matter.

III  **ADJOURN:** 5:04 p.m. by Chair Griego.


________________________________________
Chair

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

________________________________________
Approved:

11/09/10 – TRLIA
November 16, 2010

TO: Three Rivers Levee Improvement Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Consider Approving Amendment No. 2 to Existing Contract with Kim Floyd Communications for Public Outreach Activities

Recommended Action:
Approve Amendment No. 2 to the current Kim Floyd Communications contract to extend the date for public outreach services through December 31, 2011, and authorize Executive Director to execute upon review and approval of General Counsel.

Discussion:
Ms. Floyd has been the primary and key representative for all the TRLIA outreach activities since early 2007. Among her contract tasks, she maintains the project hotline; provides valuable information on flood insurance to property owners; prepares TRLIA outreach materials (e.g. Quarterly Newsletter, presentation materials, fact sheets, and maps); facilitates media relations; maintains the project website; attends community events to provide project information, organizes special events; and, provides strategic communications consulting for key issues.

On August 17, 2009, TRLIA Executive Director awarded a Public Outreach contract to Kim Floyd Communications in the amount of $49,950. The scope and dollar value of the original contract was not sufficient to cover the level of effort needed to accomplish a successful quality outreach program through the completion of the Upper Yuba Levee Improvement Project, which is now anticipated to be completed in 2011.

Amendment No.1 for $165,050 was approved on November 17, 2010, bringing the total contract value to $215,000. That contract terminates on December 31, 2010, unless extended by the TRLIA Board. This amendment extends the termination date to December 31, 2011. The budget identified in the 1st contract amendment remains the same.

Fiscal Impact:
There is no fiscal impact; this amendment just extends the termination date.
SECOND AMENDMENT TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND KIM FLOYD COMMUNICATIONS

THIS SECOND AMENDATORY AGREEMENT is made and entered into this ___ day of November 2010, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and Kim Floyd Communications ("CONSULTANT").

RECATALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Professional Services dated August 17, 2009 ("AGREEMENT"); and

WHEREAS, Article C.24 of the AGREEMENT states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties; and

WHEREAS, a FIRST AMENDATORY AGREEMENT executed November 17, 2009, amended the Agreement to increase the maximum not to exceed contract fee by $165,050, for a total contract amount of $215,000; and

WHEREAS, TRLIA and CONSULTANT desire to further amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. The termination date of the Agreement is extended to December 31, 2011.

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

This AMENDED AGREEMENT is hereby executed on this ___ day of November 2010.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: ______________________________
    Executive Director

KIM FLOYD COMMUNICATIONS

BY: ______________________________
    Kim Floyd

APPROVED AS TO FORM:

ATTEST:
DONNA STOTTERMeyer, SECRETARY

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

BY: ______________________________
    Scott Shapiro, General Counsel
November 16, 2010

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Larry Dacus, Design Manager
SUBJECT: Consider Approval of Amendment 1 to Contracts with the UYLIP Board of
          Senior Consultants to Provide Engineering Services for TRLIA Levee
          Improvement Program

Recommended Action:
Approve contract Amendment 1 with David T. Williams & Associates, Engineers, LLC, Donald
H. Babbitt, and AMEC Geomatrix, Inc. (Attached) for engineering services and authorize
TRLIA Executive Director to sign and execute once General Counsel has reviewed and
approved.

Discussion:
TRLIA established a Board of Senior Consultants (BOSC) to assist in the Safety Assurance
Review for the Upper Yuba Levee Improvement Project (UYLIP). When the initial contracts
were signed it was thought that the BOSC efforts would be complete by December 31, 2010.
However delays in approval by the Corps for the UYLIP have pushed construction into 2011 and
the Safety Assurance Review will need to continue through construction. This requires an
amendment to each consultants contract to extend the termination date to December 31, 2011.
The original budgets in the contracts will remain the same.

The BOSC has provided excellent service in their reviews and is needed to complete the Safety
Assurance Review required by the Corps of Engineers.

Fiscal Impact:
There is no fiscal impact; these amendments just extend the termination date.

Attachments:
1. David T. Williams & Associates, Engineers, LLC Amendment 1
2. Donald H. Babbitt Amendment 1
3. AMEC Geomatrix, Inc. Amendment 1
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ___ day of November 2010, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC. ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering and Surveying Services dated September 15, 2009 ("AGREEMENT");

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties:

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT is amended to extend the Termination Date from December 31, 2010 to December 31, 2011.

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

This AMENDED AGREEMENT is hereby executed on this ___ day of November 2010.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

__________________________
Paul G. Brunner
Executive Director

DAVID T. WILLIAMS & ASSOCIATES,
ENGINEERS, LLC

__________________________
David T. Williams
President

ATTEST:
DONNA STOTTLEMEYER,
SECRETARY

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

__________________________

Attachment 1
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DONALD H. BABBITT

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ____ day of November 2010, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, (“TRLIA”) and DONALD H. BABBITT. (“CONSULTANT”).

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering and Surveying Services dated September 15, 2009 (“AGREEMENT”);

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties:

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT is amended to extend the Termination Date from December 31, 2010 to December 31, 2011.

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

This AMENDED AGREEMENT is hereby executed on this ____ day of November 2010.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

DONALD H. BABBITT

__________________________
Paul G. Brunner
Executive Director

__________________________
Donald H. Babbitt

ATTEST:
DONNA STOTTERMeyer,
SECRETARY

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

__________________________

Attachment 2
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
AMEC GEOMATRIX, INC.

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ___ day of November 2010, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, (“TRLIA”) and AMEC GEOMATRIX, INC. (“CONSULTANT”).

RECORDS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering and Surveying Services dated September 15, 2009 (“AGREEMENT”);

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 of the AGREEMENT is amended to extend the Termination Date from December 31, 2010 to December 31, 2011.

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

This AMENDED AGREEMENT is hereby executed on this ___ day of November 2010.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

AMEC GEOMATRIX, INC.

________________________________________
Paul G. Brunner
Executive Director

________________________________________
Faiz Makdisi
Vice President

ATTEST:

DONNA STOTTLEMeyer,
SECRETARY

APPROVED AS TO FORM:

SCOTT L. SHAPIRO
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

Attachment 3
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

November 9, 2010

TO: THREE RIVERS LEVEE IMPROVEMENT BOARD OF DIRECTORS
FROM: PAUL BRUNNER, EXECUTIVE DIRECTOR
MICHAEL A. CHURCHILL, ESQ., SPECIAL COUNSEL
KAREN EDDLEMAN, RELOCATION CONSULTANT

SUBJECT: CONSIDER ADOPTING A RELOCATION ASSISTANCE PLAN FOR THE UPPER YUBA RIVER LEVEE IMPROVEMENT PROJECT

RECOMMENDATION:

That the Board of Directors adopt the attached proposed Relocation Assistance Plan for the Upper Yuba River Levee Improvement Project.

BACKGROUND:

The Three Rivers Levee Improvement Authority (TRLIA) is preparing to carry out improvement and repair work along an approximately 3.9-mile section of the South Bank Yuba River flood protection levee from Simpson Lane to the Yuba Goldfields in Yuba County. The levee improvements will include geometry corrections, a seepage berm, and several miles of seepage cutoff wall varying in depth from approximately 45 to 70 feet below existing ground level. The Board approved the Project and adopted a Mitigated Negative Declaration pursuant to the California Environmental Quality Act for it on April 20, 2010. Project construction is scheduled to begin on April 15, 2011.

The Upper Yuba River Levee Improvement Project is one of the final pieces of TRLIA’s larger flood protection program that includes 29.3 miles of levee improvements in Yuba County. The entire 29.3 mile improvement program is necessary to restore 100-year flood protection to the portion of the county within Reclamation District 784, but TRLIA’s goal for the upgrades is to meet a higher 200-year flood protection standard. The State is providing the majority of the funding for the Project as part of its Proposition 1E Early Implementation Program and the Federal Government has provided funding for portions of the federal permitting processes.

Federal and state law requires a public agency to plan appropriately for persons and businesses that are impacted by the public agency’s acquisition of property. In California, such planning is required to be documented in a Relocation Plan and formally adopted by the respective agency’s governing body.

The Daniel J. Luis property is a 14.09-acre agricultural parcel that currently bears Assessor’s Parcel Number 018-200-008 and is located on the north side of the levee, east of Dantoni Road.
The property includes an occupied mobile home with a mailing address of 6519A Griffith Avenue. In order to construct the Project it will be necessary to acquire a portion of the property that contains part of the mobile home and the mobile home cannot simply be moved to another spot on the parcel without displacing the occupant. The Board is therefore required to adopt a Relocation Plan prior to causing the displacement of the occupants of that mobile home.

A draft Relocation Plan has been available for public review and comment for 30 days prior to the Board’s November 9 meeting as required by law. As of November 1, 2010, no comments had been received on the draft plan. Staff will report any public comments to the Board at the meeting.

**DISCUSSION:**

TRLIA has planned the Project in a manner that minimizes the number of properties to be acquired and limits the number of businesses and residences to be potentially displaced. Based on the approved Project design, the Project will displace only a single residential household from land that will be acquired for the Project. Under federal and State law, the Board is required to adopt a formal Relocation Plan which documents how TRLIA is planning to assist persons that are impacted by acquisition of property prior to acquiring the property.

The affected household has already received a Notice of Eligibility for Residential Relocation Assistance. The household will not be required to vacate the property until at least 90 days after a Notice to Vacate is issued. TRLIA will attempt to schedule its acquisition efforts in a manner that will allow occupants substantially more than 90 days to relocate after the Notice is issued if feasible given Project timelines. Advance planning by means of a Relocation Plan plays an important role in ensuring that occupants are able to successfully relocate in a timely manner.

Until late June of this year, TRLIA did not anticipate that the Project would require the displacement of any resident or business. Once the Project design was sufficiently advanced to establish that the land side Operation and Maintenance (“O&M”) corridor acquisition on the Dan Luis property would likely require the relocation or demolition of the mobile home, Special Counsel and project staff reached out to Mr. Luis and his counsel to begin discussing options for dealing with the mobile home. (Approximately ten feet of the mobile home is located within the portion of the property TRLIA needs to acquire for the Project.) From the beginning of those discussions, Mr. Luis maintained that his intent was to move the mobile home to a different location on the property a short distance outside of the area TRLIA needs to acquire, and the parties worked together with the goal of accomplishing that move in such fashion as to avoid displacing the mobile home’s occupants.

During a meeting with Mr. Luis and his attorney at the Luis property on June 23, 2010, it became clear to staff and counsel that it would not be possible to simply “move” the mobile home out of the way of the Project without displacing the tenant. The primary physical obstacles preventing a simple move are the location of the leach field of the septic system and a large tree just north of the mobile home. In addition, Mr. Luis has never obtained a required encroachment permit for the mobile home from the Central Valley Flood Protection Board or its predecessor body.

Upon determining that the residents of the mobile home would be displaced by the Project, TRLIA contracted with Associated Right of Way Services, Inc. (ARWS) to assist in planning how to assist occupants affected by the Project and to prepare the Plan. ARWS staff met with the property occupant to determine household characteristics and specific replacement housing needs. In addition to meeting with the household, ARWS staff conducted market research to
ascertain the availability of comparable replacement homes in the area and the cost of such housing.

Based on the foregoing activities, ARWS prepared a Relocation Plan which includes the following key elements:

- A summary of the Project scope and schedule;
- A commitment that TRLIA will have funds available to provide full assistance in compliance with applicable laws and regulations prior to making offers to purchase properties;
- A summary of impacts to the residential occupants that will be affected by the Project;
- An analysis of properties that may serve as replacement sites for the residential occupants if they are displaced; and
- An explanation of TRLIA’s Relocation Assistance Program, how that Program will provide advisory and monetary assistance to affected the affected household, and a commitment to comply with State and Federal relocation laws and regulations, including 42 U.S.C et. seq., 49 CFR 24, California Government Code 7260 et. seq., and California Code of Regulations, Title 25, Chapter 6.

TRLIA recognizes that persons potentially impacted by the Project may have several questions concerning the Relocation Assistance Program and may need assistance in both planning their relocation and understanding the benefits to which they are entitled. ARWS developed a Residential Relocation Assistance brochure (included in the Relocation Plan) for this purpose. The brochure describes the relocation assistance available to the household displaced as a result of the Project. TRLIA’s Relocation Assistance Program also requires that a Relocation Advisor be available throughout the relocation process to explain and answer questions and to assist eligible displaced persons in achieving successful relocations. Displaced persons are encouraged to make full use of this benefit.

Additionally, the Plan describes the benefits that the impacted household will receive. A summary of these benefits is set forth below.

- Advisory Services to assist the household in identifying available rental properties in the community, understanding available benefits under the Relocation Assistance Program, and filing claims for payment.
- Moving Payment Assistance to reimburse the household for the cost to move personal property to a replacement site.
- Replacement Housing Payments to help the household with increased housing costs for comparable housing for 42 months. If the occupants are low income, they may be eligible for a greater level of assistance so that they are not required to pay more than 30% of household income toward rent for 42 months. The household may choose to use the funds from the Replacement Housing Payment to either rent or purchase replacement housing.

The actual amount of monetary relocation benefits the displaced persons ultimately receive will depend in part on choices they make. ARWS has recommended that TRLIA set aside a budget reserve of $20,000 to $40,000 at this time.
FISCAL IMPACT:

Funding for this item is included within TRLIA's approved 2010 budget. The funding to pay the displaced persons the maximum amount of eligible relocation benefits is in the TRLIA cash flow and is available to be paid. The State will pay 70% of this expense as part of the Upper Yuba River Levee Improvement EIP funding agreement and TRLIA (local fund share) will pay 30%.
Relocation Assistance Plan

for the

Upper Yuba River Levee Improvement Project

Prepared for

The Three Rivers Levee Improvement Authority

Submitted by

Associated Right of Way Services, Inc.

October 2010
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   Residential Relocation Assistance Program Informational Brochure
I. EXECUTIVE SUMMARY

The Three Rivers Levee Improvement Authority ("Authority") is proposing to acquire a portion of the property located at 6519A Griffith Avenue in the City of Marysville to allow for improvement of the levee system. One tenant occupied mobile home is situated in the area proposed for acquisition. The one household renting the mobile home would be required to move from the site to allow for levee improvements. This Relocation Assistance Plan ("Plan") presents the Authority's Relocation Assistance Program that is available to provide the required moving and housing assistance to successfully relocate the one household. This Plan is being presented to the Authority Board for review and adoption in November of 2010.

The Authority has prepared this Plan to identify the property and occupants that would be affected by the Project and to summarize general information concerning the housing needs of the occupants in order to assess the impact of the project on the household. The Plan also presents information on the availability of comparable replacement sites in the area that might accommodate the household. The final section of this Plan presents the Authority's commitment to provide Relocation Assistance in accordance with California Relocation Assistance Law (California Government Code §7260 et seq.), California Department of Housing and Community Development Guidelines promulgated thereto (California Code of Regulations, Title 25, Chapter 6) and Federal Law (42 USC 4061 et. seq.) and regulations (49 CFR Part 24).

Project Properties

There is one household living on the property that will be impacted by the Project. The partial acquisition of the rural farm property will require the acquisition of the tenant-occupied three-bedroom, two-bath mobile home.

Project Scheduling

The property in the Project Area has been appraised and an offer has been made to the property owners. The Authority desires to have possession of the property by April 1 of 2011. It is anticipated that construction will begin in April of 2011.

Project Assurances

The Authority is committed to providing relocation assistance to the household that was in legal occupancy for 90 days prior to the Authority's first written offer to the property owner. In addition, if the property owner incurs any actual and reasonable moving expenses related to the partial acquisition of the property, the Authority will provide reimbursement under the Relocation Assistance Program. It is the intent of the Authority that:
- All persons displaced as a result of an acquisition by the Authority shall receive fair and equitable treatment.

- No project occupant will suffer disproportionate injury as a result of a project proposed for the public's benefit.

- No eligible residential occupant will be required to move unless adequate replacement housing is available to the displaced person, regardless of race, color, religion, sex, or national origin. No eligible occupant will be displaced without 90 days notice and unless "comparable" replacement housing can be located and is available.

- A Relocation Advisor will work with each occupant throughout the relocation process.

- As soon as feasible following the Authority's first written offer to purchase the property, the Relocation Advisor will provide each project occupant with (1) a Relocation Assistance Handbook which will explain all relocation assistance available to the occupant, and (2) a Conditional Entitlement Letter which explains the specific assistance options available to the occupant. A calculation of any monetary assistance will be included in the Conditional Entitlement Letter.

- No eligible occupant will receive a 90-Day Notice to Vacate or be required to relocate without first receiving a Conditional Entitlement Letter for Relocation Assistance, a Relocation Assistance Handbook, and referrals to available replacement sites.

- Relocation assistance payments will be made in a timely manner. Payments for the households will be based on the Authority's Housing Valuation Survey and "spend to get" requirements.

- Benefits and payments will be provided as required by the California Relocation Assistance Act of 1970, as amended (California Government Code, Section 7260), by the California Department of Housing and Community Development Guidelines promulgated thereto (California Code of Regulations, Title 25, Chapter 6), federal regulations as cited in the Federal Law (42 USC 4061 et seq.), and implementing regulations (49 CFR Part 24).

- The Authority's appraisal, acquisition and relocation assistance programs are adequate to provide orderly and timely relocation of all persons to be displaced.

- The Authority will have the necessary funds to pay all required moving costs, replacement housing payments, and other relocation benefits, including Last Resort Housing Payments. All relocation benefits will be offered and administered by the Authority.
Basis of Findings

In order to determine the project impact and the feasibility of relocating the household into the surrounding community, an interview was conducted with the head of household in June of 2010. The intent of the interview was to determine the number of residential occupants; determine the residential occupants' household size, income, and relocation needs; and to inform them of the relocation assistance they may be eligible to receive. At the time of the interview, the occupants were presented with a Relocation Assistance Handbook that describes the assistance available to them.

There is one tenant-occupied mobile home situated on the portion of the property that is needed for the Project. During the initial interview, it was determined that the occupants are not living in overcrowded conditions. No family members were reported to have special access needs. Both occupants are under 65 years of age.

Two people will be relocated from the affected property in the Project Area. There are no in-home businesses in the project area.

Concurrent Displacement

This project will have a minimal amount of displacement. Therefore, it has been determined that there will not be a shortage of replacement sites during the displacement period.

Relocation Cost Estimate

A budget of $20,000 to $40,000 should be set aside to provide for payments to the household under the Relocation Program. The estimate has been provided for budgeting purposes only. This figure should not be interpreted as firm, "not to exceed", or actual entitlement costs. This estimate is based on the data obtained through an occupant interview, current project scope, replacement site availability, market rent research, and the judgment and experience of the writer. No costs related to the acquisition of the real or personal property or payments to consultants have been included herein.
The Three Rivers Levee Improvement Authority
The Upper Yuba River Levee Improvement Project
Relocation Assistance Plan

II. RELOCATION SITE RESOURCES

The Authority entered into formal negotiations with the owner of the subject property in May of 2010. The Authority's intent was to purchase a portion of the rural farm property to allow for project development. A tenant occupied mobile home is situated within the area needed for construction. The Authority worked with the property owner for several months to determine how best to mitigate Project impact by relocating the mobile home to another location on the farm. In June of 2010 it was determined that the issues related to such a move could not be resolved in a timely manner. In addition, the two-bedroom mobile home had a stick built addition of a third bedroom that could not be easily moved or recreated. Therefore, in June of 2010 the authority determined that the one household would be required to move from the property. At the time this was determined, the Authority was attempting to meet a 2011 construction schedule. The Authority immediately engaged a Relocation consultant to work with the household to provide full Relocation Assistance in an expedited manner. The Relocation Advisors were tasked with determining household entitlement as quickly as possible and requesting that the household agree to relocate from the site within 45 days. The Relocation Advisors interviewed the household and identified comparable replacement housing that was immediately available in the surrounding communities. Since the household was being asked to relocate immediately to accommodate the Project schedule, the Relocation Advisors attempted to identify numerous comparable housing units within a one-week search period that were equal to or better than the mobile home from which the household was being displaced.

There were no comparable three-bedroom mobile homes for rent in the area during the expedited search period; therefore, the search was expanded to include three-bedroom single family residences in Marysville and Yuba City. The homes in Marysville that were available for rent during the expedited search period were older, smaller homes that were not comparable to the affected property. Therefore, research relied more heavily on homes for rent in Yuba City. This search determined there are an adequate number of three-bedroom single-family residences available for rent in the Yuba City area.

These homes were used in the development of a Housing Valuation Study that was prepared in June of 2010 to determine the maximum Replacement Housing Payment for the household. A Conditional Entitlement Letter was delivered to the household that established eligibility to claim assistance under the Authority's Relocation Assistance Program. Recently, the Authority determined that it would not be able to proceed with the planned 2011 construction schedule on the Project. The household has been informed of this change in Project scheduling.

In light of the revised Project schedule, the Relocation Advisors will have several months to work with the household to consider other available replacement housing in the community. It is reasonable to assume that comparable homes can be located in Marysville that are closer to the subject property than the comparable properties shown below.
Three-Bedroom Single Family Residences for Rent

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Beds</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1629 Jones Road</td>
<td>Yuba City</td>
<td>3/2</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1482 Lincoln Road</td>
<td>Yuba City</td>
<td>3/2</td>
<td>$1,295.00</td>
</tr>
<tr>
<td>3561 Monroe Drive</td>
<td>Yuba City</td>
<td>3/2.5</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>1057 Northpoint Drive</td>
<td>Yuba City</td>
<td>3/2</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>1999 Tumber Way</td>
<td>Yuba City</td>
<td>3/2</td>
<td>$1,400.00</td>
</tr>
</tbody>
</table>

III. RELOCATION ASSISTANCE PROGRAM

This portion of the Plan summarizes the Authority’s Relocation Assistance Program as it pertains to the occupants of Griffith Avenue in the City of Marysville. This summary of benefits has been provided for general information purposes only and is not meant to be interpreted as law.

Definition of Terms

This Plan uses various acronyms and terminology that may be unfamiliar to some readers. Therefore, the definitions of various terms and conditions are presented to provide the reader with a greater understanding of the Relocation Assistance Program available to the project occupants.

**Comparable Replacement Dwelling.** A definition of a comparable replacement dwelling is a dwelling that is of similar size and type to the acquired dwelling. A more specific definition would include:

- Decent, safe and sanitary as described below.
- Functionally equivalent to the displacement dwelling. The term “functionally equivalent” means that it performs the same function, provides the same utility.
- Adequate in size to accommodate the occupants.
- In an area not subject to unreasonable adverse environmental conditions.
- In a location generally not less desirable than the location of the displaced person’s dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person’s place of employment.
- On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, or greenhouses.
- Currently available to the project occupants.
- Within the financial means of the displaced person, either by their own means or through assistance from the Authority.
Decent, Safe & Sanitary (DS & S). In order to meet decent, safe and sanitary requirements, a replacement site must meet the following criteria:

- Be structurally sound, weather tight and in good repair.
- Contain a safe electrical wiring system adequate for lighting and other devises.
- Contain a safe heating system capable of sustaining a healthful temperature.
- Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person.
- Be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and property connected to appropriate sources of water and a sewage drainage system.
- Contain unobstructed egress to safe, open space at ground level.
- For a person with a disability, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by such person.

Governing Regulations

The Three Rivers Levee Improvement Authority has adopted the following Relocation Assistance Program in order to provide displaced persons with the benefits to which they are entitled under governing regulations. The Relocation Assistance Program was developed in compliance with the following laws and regulations. The Authority will provide assistance to the affected household under whichever laws and regulations provide the greatest level of assistance.


Regulations: Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et seq. and Federal Regulations 49 CFR Part 24.

Summary of Residential Occupants Benefits

A Relocation Advisor will be assigned to each eligible project occupant. The Relocation Advisor shall provide ongoing advisory assistance to the occupant by assisting the occupant in locating and securing a comparable replacement dwelling. In addition, the Relocation Advisor shall ensure that each eligible occupant receives the following:

- Each eligible occupant will receive written documentation informing them of their rights and the availability of relocation assistance and benefits as soon as feasible once the written offer to purchase the property is made by the Authority to the
property owner.

- Each eligible occupant shall be interviewed by their Relocation Advisor in order to ascertain replacement site needs. The Relocation Advisor shall request documentation concerning length of occupancy, occupant income, public assistance, and other pertinent information.

- A Relocation Advisor will study the availability of replacement housing in the area and prepare a Housing Valuation Study. Consideration will be given to the condition of the dwellings and whether or not they compare favorably to the acquired site. A determination will then be made as to the reasonable cost for each type of comparable replacement dwelling needed for the project. Each eligible residential occupant will then receive a Conditional Entitlement Letter that will explain the specific relocation benefits to which they are entitled.

- The development of the Project shall be so scheduled that no person lawfully occupying the acquired site shall be required to move from their dwelling without a written 90 days’ notice from the Authority of the date by which such a move is required. The 90-Day Notice to Vacate will also include a list of referrals to available replacement sites in the area.

The Relocation Advisor shall also inform each occupant of the eviction policies that will be pursued in order to carry out the project in the event the occupant fails to relocate in accordance with the State and Federal Relocation Guidelines.

- Each eligible occupant shall receive current and continuing information on the availability of comparable replacement sites in the area.

- Each eligible occupant shall be assigned a Relocation Advisor who shall act as a liaison with prospective landlords, realtors, commercial brokers and the Authority. The Relocation Advisor shall provide documentation to prospective landlords concerning residential rent differential payments and security deposits. In addition, the Relocation Advisor shall help each occupant complete relocation claims that will be submitted to the Authority. The Relocation Advisor shall also deliver relocation payments to the occupants or to their assignee.

- Should an occupant have a grievance against the Authority in regards to relocation policies and procedures, the Relocation Advisor will provide the occupant with information concerning the Authority’s grievance procedures.

- The Relocation Advisor shall inspect each replacement site to ensure that the unit meets decent, safe and sanitary standards.

- The Relocation Advisor shall provide any services required to insure that the relocation process does not result in different or separate treatment of occupants on account of race, color, religion, national origin, sex, marital status or other arbitrary circumstances.
The Relocation Advisor shall provide referrals to other local assistance programs to eligible persons in order to minimize their hardships. When needed, referrals to housing, finance, employment, training, health and welfare, and other assistance programs will be provided.

Moving Costs. The eligible household is entitled to receive a moving payment from the Authority to move their personal property to their replacement home. The household may elect one of the two options for cost reimbursement outlined below or a combination of the two options:

Moving Cost Allowance

A household may choose to move their own property to the replacement site. A claim will be submitted by the household based on the following Moving Cost Allowance Schedule. This allowance is in accordance with schedule maintained by the Federal Highway Administration.

<table>
<thead>
<tr>
<th>Occupant Owns Furniture</th>
<th>Occupant does not own furniture</th>
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</thead>
<tbody>
<tr>
<td>1 room</td>
<td>1 room/ no furn.</td>
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<tr>
<td>2 rooms</td>
<td>Additional room no furn.</td>
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<td>$825</td>
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<td>$1,900</td>
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<td>$2,150</td>
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<tr>
<td>$225</td>
<td></td>
</tr>
</tbody>
</table>

Professional Moving Assistance

The household may choose to have a professional moving company move their personal property from their home to their replacement site. The Authority will pay actual moving expenses based on the lower of at least two acceptable moving bids from qualified professional moving carriers. The Authority will pay all reasonable costs to pack, move and unpack all personal property up to 50 miles from the displacement site. If an occupant chooses this option, a professional moving company will be paid directly by the Authority to perform the move.

Rent Differential Payments. A Rent Differential Payment is a payment made by the Authority to a displaced residential tenant to assist with an increase in rent at the replacement site and to make the comparable replacement housing affordable to the displaced tenant. The Authority will make all Rent Differential Payments either directly to a tenant or to the tenant's designee. Each occupant will have the opportunity to be paid in accordance with the State and Federal Relocation Guidelines. The purpose of a Rent Differential Payment is to allow a household to relocate to a comparable replacement dwelling without having to pay an increase in rent for 42 months and to make the unit affordable to the tenant. If the household provides adequate documentation, and the household is determined to be low income, the Authority will calculate the Rent Differential Payment based on income and on current rent. The household will be eligible to receive a payment based on
whichever method proves to provide the greatest assistance.

The tenant household will receive a Conditional Entitlement Letter that describes all relocation benefits and the maximum Rent Differential Payment to which the household is entitled. The letter will also explain the "spend to get" requirement. The "spend to get" requirement means that benefit payments will be made by the Authority only when the displacee demonstrates that entitlement amounts have been or will be spent. Rent Differential Payments must be used for reasonable and necessary expenses related to replacement housing.

If an occupant so chooses, they may use their Rent Differential Payment to purchase a replacement dwelling. If the occupant chooses this option, they must use the funds for a down payment and for non-recurring closing costs for a decent, safe, and sanitary replacement dwelling. The Authority will deposit down payments directly into the escrow account to purchase the replacement site.

**Last Resort Housing Plan**

Housing of Last Resort is a program that allows for the implementation of certain regulations if the Rent Differential Payment exceeds the standard limits as set by the Relocation Guidelines. These regulations stipulate that any tenant occupant who is eligible to receive a Rent Differential Payment in excess of $5,250 or any tenant who pays in excess of 30% of their adjusted gross monthly income towards rent is to be considered for Housing of Last Resort. If project occupants fall into this category, it will be necessary for the Authority to provide Last Resort Housing for the occupants. Several methods to provide Last Resort Housing to qualified households are available to the Authority:

- Provide supplemental funds in excess of the standard limit to allow occupants to replace their current unit with an affordable dwelling. All payments are based on the most comparable replacement property as approved in the Authority's Housing Valuation Studies. As with all other replacement housing payments, occupants must meet "spend to get" requirements in order to claim Last Resort Housing Payments.

- Build new replacement housing or rehabilitate existing units or provide funds for private parties to rehabilitate existing units for occupancy by displaced households. Rents would be restricted to an amount per month not to exceed 30% of households' gross monthly income.

**Recommended Action.** The most flexible of the Last Resort options is for the Authority to pay a Rent Differential Payment in excess of $5,250 for the residential tenant. Since there are adequate replacement dwellings vacant and available, building replacement housing units and managing the property is not the Authority's policy at this time.

A study of the local housing market indicates that there will be an adequate supply of replacement dwellings available during the expected displacement period. Some of these units, however, would not be affordable to the household if the standard relocation payments were made. The recommended course of action is for the Authority to provide supplemental replacement housing funds to bring the units within the financial means of the occupant.
Claim Processing and Distribution of Payments

All claims are to be filed through a Relocation Advisor. The Relocation Advisor will assist occupants in completing their claim forms, will notify each occupant of the documentation needed in order to file the claim and will inspect all replacement properties as needed. Each claim will be submitted along with documentation to the Authority for review and processing. Checks will be available for approved claims within three weeks of the date all documentation is submitted to the Relocation Advisor. Checks will be delivered to the occupant or to the occupant’s designee. The Authority shall provide advance payments when necessary to secure replacement housing in a time frame that may be dictated by new landlords and whenever a later payment would result in financial hardship.

Appeal and Grievance Process

As required under the relocation guidelines, displaced persons will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, payment amounts, the failure to provide comparable replacement housing referrals or property management practices. If a displaced person indicates their dissatisfaction, either verbally or in writing, a Relocation Advisor will assist the household in filing an appeal and explaining the procedures to be followed. The household will be given a prompt and full opportunity to be heard. An appellant has the right to be represented by legal counsel or other representative in connection with the appeal (but solely at their own expense). Households should contact their Relocation Advisor for additional information on the appeal process. The Authority will consider all pertinent justifications and materials submitted by the appellant and other available information needed to ensure a fair review. The Authority will provide each appellant with an explanation of the basis for the decision. If an appellant is still dissatisfied with the relief granted, the Authority will advise the appellant that they may seek judicial review.
APPENDIX

A. Relocation Assistance Handbook – Occupants of Rental Property
Relocation Assistance Handbook

Information for Persons Displaced by Federally Funded Acquisition Projects

Occupants of Rental Property

This handbook is presented to you as a courtesy of the Three Rivers Levee Improvement Authority and Associated Right of Way Services, Inc. and is intended to summarize your rights under U. S. Code, Title 42, Chapter 61 and implementing regulations found in 49 CFR 24. A Relocation Advisor will also be available to help explain the assistance that is available through this program. This summary has been provided for general information purposes only and it is not meant to be interpreted as law.
Relocation Assistance for Occupants of Rental Property

This handbook provides information to persons who are renting residential property that might be acquired by the Three Rivers Levee Improvement Authority. All public property acquisition and relocation efforts are governed by federal and state laws and regulations. These laws and regulations can be found in the U.S. Code, Title 42, Chapter 61 and implementing regulations found in 49 CFR 24. A Relocation Advisor will also be available to work with each affected household to help them to understand the assistance that is available to you through this program.

It is important that each household meet with a Relocation Advisor to understand their rights and responsibilities under the Relocation Assistance Program ("Program") described herein. If a household is determined to be eligible to receive Relocation Assistance under the Program, then the household will be given a Notice of Eligibility and later a Conditional Entitlement Letter. Each household will also be given a copy of this Relocation Assistance Handbook. These documents will identify all of the benefits and conditions for receipt of benefits by the household. These benefits and conditions are briefly described below.

Relocation Advisory Assistance

The Three Rivers Levee Improvement Authority has adopted the following Relocation Assistance Program in order to provide displaced persons with the benefits to which they are entitled under governing regulations. The Relocation Assistance Program was developed in compliance with the following laws and regulations:

**Law:**
U.S. Code, Title 42, Chapter 61 "The Uniform Act"
California Government Code Section 7260, et seq.

**Regulations:**
49 CFR 24
California Code of Regulations, Title 25, Chapter 6, Section 6000, et seq.

Congress has determined that any person being affected by a publicly funded project has the right to receive assistance in understanding the laws and regulations that protect them if they are required to move for a project. A knowledgeable Relocation Advisor must be available to each household to help them through the process, to provide them with notices as required, and to provide them with verbal and written information.

Ms. Karen Eddleman and Ms. Maureen Loza of Associated Right of Way Services, Inc. ("ARWS") will be providing Relocation Advisory Assistance for the households affected by this project and will be available to answer questions and to help the households throughout this process.

Ms. Karen Eddleman • Ms. Maureen Loza
Associated Right of Way Services, Inc.
2300 Contra Costa Boulevard, Suite 525
Pleasant Hill, CA 94523
(800) 448-5151 • (925) 691-6505 fax
keddleman@arws.com • mloza@arws.com
A Relocation Advisor is available to find comparable, decent, safe, and sanitary replacement housing within the financial means of each affected household. The housing must be available to the displaced persons. A Relocation Advisor will provide advisory assistance in obtaining housing of their choice, including assistance in the referral of complaints of discrimination to the appropriate Federal, State or local fair housing enforcement agency. Each affected household should meet with their Relocation Advisor and provide them with information as requested so that assistance can be provided as needed. A Relocation Advisor will also prepare claim forms on behalf of each household and will help to file those claims for reimbursement under the Relocation Assistance Program ("Program").

All services will be provided in such a way as to ensure that the relocation process does not result in different or separate treatment on account of race, color, religion, national origin, sex, marital status, familial status, or any basis protected by state and federal anti-discrimination laws, or any other arbitrary circumstances.

Definition of Terms. This Program incorporates certain language that may be unfamiliar to the reader. Therefore, the following terms have been defined.

**Comparable Replacement Dwelling.** A definition of a comparable replacement dwelling is a dwelling that is of similar size and type to the acquired dwelling. A more specific definition would include:

- Decent, safe, and sanitary as described below.

- Functionally equivalent to the displacement dwelling. The term “functionally equivalent” means that it performs the same function and provides the same utility.

- Adequate in size to accommodate the occupants.

- In an area not subject to unreasonable adverse environmental conditions.

- In a location generally not less desirable than the location of the subject dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person’s place of employment.

- On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, or greenhouses.

- Available to all persons regardless of race, color, religion, sex, marital status, or national origin.

- Within the financial means of the displaced person (housing costs do not exceed 30% of the household’s average monthly income), either by their own means or through assistance from the Relocation Program.
Decent, Safe, & Sanitary (DS&S). In order to meet decent, safe, and sanitary requirements, a replacement site must meet the following criteria:

- Be structurally sound, clean, weather tight, in good repair, and adequately maintained.
- Contain a safe electrical wiring system adequate for lighting and other devise.
- Contain a safe heating system capable of sustaining a healthful temperature.
- Be adequate in size with respect to the number of rooms and area of living space to accommodate the displaced persons.
- Have a separate, well-lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system.
- Contain unobstructed egress to safe, open space at ground level. If the dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.
- Be free of any barriers which prevent reasonable ingress, egress, or use of the dwelling by such displaced person.

Displaced Person/Household. Lawful occupants who are required to move from a property that the Three Rivers Levee Improvement Authority is attempting to acquire. Displaced persons will be eligible to receive Relocation Advisory Assistance, Moving Expense Payments, and Replacement Housing Payments (eligibility for replacement housing payments will be determined on a case-by-case basis with consideration given to length of occupancy and income).

Legal Residency. Each person seeking relocation payments or relocation advisor assistance shall, as a condition of eligibility, certify that he or she is either a citizen or national of the United States of America, or an alien who is lawfully present in the United States of America.

Moving Cost Assistance

Each displaced household is entitled to receive a moving payment to cover the cost to move their personal property to their replacement home. The Relocation Program covers specific costs related to the move. Each household may elect one of the three options for cost reimbursement as outlined below for each move:
Fixed Moving Expense and Dislocation Allowance. A household may choose to move their own personal property to the replacement site and to submit a claim based on the following Moving Expense and Dislocation Allowance Schedule published by the Code of Federal Regulations.

<table>
<thead>
<tr>
<th>Occupant Owns Furniture</th>
<th>Occupant does not own furniture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 room</td>
<td>1 room/ no furn.</td>
</tr>
<tr>
<td>2 rooms</td>
<td>Additional room no furn.</td>
</tr>
<tr>
<td>$625</td>
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<td>$800</td>
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<td>$1,900</td>
<td>$50</td>
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<tr>
<td>$2,150</td>
<td>$25</td>
</tr>
</tbody>
</table>

Actual Cost Move Based on Receipts. Payment is based upon receipted bills for labor and equipment. Hourly labor rates should not exceed the cost paid by a commercial mover. Equipment rental fees should be based on the actual cost of renting the equipment but not exceed the cost paid by a commercial mover. This option allows the household to be reimbursed for any one-time utility reconnection fees, such as phone, gas, electric, and cable.

Commercial Move. Payment is made to reimburse actual moving expenses based on the lower of at least two acceptable moving bids from qualified professional moving carriers. Compensable costs include all reasonable costs to pack, move, and unpack all personal property. A direct payment is made to the professional moving carrier under this option and will allow reimbursement to the displaced household for any one-time utility reconnection fees, such as phone, gas, electric, and cable.

Combination of Options. A displaced person can be reimbursed using a combination of moving options, depending upon specific circumstances.

Storage Costs. A displaced person may be reimbursed for certain costs to store personal property in a professional storage facility for a period not to exceed 12 months. The need for such storage must be determined to be reasonable and necessary. Only property that is currently located at the affected site would be eligible for storage cost reimbursement. This option is available to persons who do not choose to be reimbursed under the Fixed Moving Payment and Dislocation Allowance option.
Replacement Housing Payments

A Rent Differential Payment up to $5,250 is available to assist permanently displaced households in either renting or purchasing a replacement dwelling. To qualify for this payment, an eligible displaced person must have lived in the affected property as a legal resident for 90 days prior to the initial written offer to purchase the property. In addition, the person must be able to demonstrate that the property was their primary residence for that 90 day period. To claim the payment, the displaced person must occupy a decent, safe, and sanitary replacement dwelling within 12 months after moving to a replacement property.

The purpose of Replacement Housing Payments is to provide assistance with actual and reasonable increased housing costs so that replacement housing is available within the financial means of the affected household. The assistance is calculated as shown below and is available to help with actual increased housing costs for 42 months. This amount will be paid directly to the tenant or to the tenant’s designee. Assistance may be paid as a lump sum, monthly installments, or other periodic payments.

<table>
<thead>
<tr>
<th>Computation for Monthly Replacement Housing Payments</th>
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<tbody>
<tr>
<td><strong>Lesser of:</strong></td>
</tr>
<tr>
<td>Cost to Rent Comparable Replacement Housing + Estimated Utility Costs</td>
</tr>
<tr>
<td>or</td>
</tr>
<tr>
<td>The Actual Cost to Rent Comparable Replacement Housing + Estimated Utility Costs</td>
</tr>
<tr>
<td><strong>Minus the Lesser of:</strong></td>
</tr>
<tr>
<td>Current Rent + Average Monthly Utilities</td>
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<tr>
<td>or</td>
</tr>
<tr>
<td>30% of the Household’s Gross Monthly Income if household is “Low Income”</td>
</tr>
</tbody>
</table>

A Housing Valuation Study will be prepared for the type of housing unit needed to determine the cost of a comparable replacement dwelling. Each household will receive a Conditional Entitlement Letter that describes all relocation benefits and the maximum Rent Differential Payment to which the household is entitled. The Letter will also explain the “spend to get” requirement. The “spend to get” requirement means that benefit payments will be made only when the household demonstrates that entitlement amounts have been or will be spent for reasonable and necessary expenses related to replacement housing.

A Relocation Advisor is available to provide specific information about entitlement in writing to each eligible household. The Relocation Advisor will also contact property owners, landlords, lenders, and Realtors as needed and as directed by the household to help to secure replacement housing and to explain the assistance.

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1 As determined by the U.S. Department of Housing and Urban Development’s Annual Survey of Income Limits for the Public Housing and Section 8 Programs (http://www.fhwa.dot.gov/realestate/us/ualic.htm)
that is available under the Relocation Program. Any person with special needs should communicate these needs to a Relocation Advisor early in the search for housing so that those needs can be accommodated.

**Purchasing a Replacement Dwelling.** If a displaced household chooses to buy (rather than rent) a replacement dwelling, the Replacement Housing Payment could be converted into a down payment to purchase and a decent, safe, and sanitary replacement home within one year of the date the household moves from the affected property. The amount of the down payment shall not exceed the amount of a reasonable down payment for a comparable dwelling plus expenses incident to the purchase. For additional information regarding this payment option, please contact a Relocation Advisor.

**The Last Resort Housing Program**

Housing of Last Resort is a program that allows for the implementation of certain regulations to ensure that comparable replacement housing is within the financial means of the displaced person. Last Resort Housing is a procedure wherein the Replacement Housing Payment may exceed the $5,250 monetary limit to enable a displaced person to rent comparable replacement housing within their financial means. Several methods to provide Last Resort Housing to qualified displaced persons are available:

1. **Provide supplemental funds in excess of the standard limit to allow occupants to replace their current home with an affordable dwelling.** All payments are based on the most comparable replacement property as approved in the Housing Valuation Study. As with all other replacement housing payments, displaced occupants must meet spend to get requirements in order to claim payments.

2. **New replacement housing could be constructed, existing housing could be rehabilitated, or funds could be provided for private parties to rehabilitate existing units for occupancy by displaced households.**

All households who are eligible to receive assistance under Housing of Last Resort, will be notified in writing.
Additional Program Information

**Appeal and Grievance Process.** As required under the relocation guidelines, displaced persons will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, payment amounts, or the failure to provide comparable replacement housing referrals or the Three Rivers Levee Improvement Authority’s property management practices.

**Eviction Policy.** Should an occupant be evicted for failure to meet any tenant obligations or for violating the terms and conditions of their lease or rent agreement, then under the applicable relocation law, the evicted tenant(s) will not be considered a "displaced person" and, therefore, will not be eligible for relocation benefits. Eviction will not affect a tenant’s eligibility for relocation benefits if a tenant is evicted as a last resort to remove the tenant from the affected property.

**Claim Processing and Distribution of Payments.** All claims are to be filed through a Relocation Advisor. The Relocation Advisor will assist the displaced person in completing their claim forms, will notify each displaced person of the documentation needed in order to file the claim, and will inspect all replacement properties as needed. Each claim will be submitted along with documentation to the Three Rivers Levee Improvement Authority for review and processing. Checks will be available for approved claims within 30 days of the date all documentation is submitted to the Relocation Advisor. Checks will be delivered to the household or to the household’s designee. Advance payments may be provided whenever a later payment would result in financial hardship.

**Relocation Payments are Not Considered Income.** Government Code §7269 states that no payment required under the Relocation Assistance Program shall be considered as income for the purposes of Personal Income Tax Law, Part 10 (commencing with Section 17001). Nor are payments considered as income or resources to any recipient of public assistance and such payments shall not be deducted from the amount of aid to which the recipient would otherwise be entitled under any other provisions of law. Please consult your tax advisor for additional information.

**This is not a notice to vacate.** No eligible household will be required to move until there is comparable replacement housing available to within their financial means and they have received at least 90 days advance written notice of the date by which they must vacate.

**Current Rental Agreement.** It is important that each household continues to pay rent to their current landlord. If the property is acquired in the immediate future and the household rents from the Three Rivers Levee Improvement Authority after it takes possession of the property, the household will be required to pay rent in accordance with the existing rental agreement. Failure to pay rent can result in a deduction from payments owed to the household and/or eviction. If a household receives a Notice to Vacate and the Three Rivers Levee Improvement Authority is required to take legal action to move the household from the property, it will seek rent and damages.
Please understand that this is a summary of the assistance that may be available to eligible displaced persons. No handbook summarizing relocation law can anticipate every circumstance or question regarding the Relocation Program. It is important that each household works closely with a Relocation Advisor to identify any special circumstances that need to be addressed when searching for replacement housing. No household should commit to renting or purchasing a replacement dwelling until the home has been inspected by a Relocation Advisor. A Relocation Advisor is available to assist in the relocation process and will explain each person’s rights and help to obtain the relocation payments and other assistance for which they are eligible.
November 16, 2010

TO: THREE RIVERS LEVEE IMPROVEMENT BOARD OF DIRECTORS
FROM: PAUL BRUNNER, EXECUTIVE DIRECTOR
       MICHAEL A. CHURCHILL, ESQ., SPECIAL COUNSEL
SUBJECT: CONSIDER ADOPTING AN AMENDED RESOLUTION OF NECESSITY FOR ACQUISITION OF TWO PROPERTIES OWNED BY BHAJAN S. "JOHN" SOHAL AND RAJWANT K. SOHAL AND THE WALBINDER S. SOHAL LIVING TRUST ALONG THE YUBA RIVER SOUTH BANK LEVEE FOR THE UPPER YUBA RIVER LEVEE IMPROVEMENT PROJECT

RECOMMENDATION:

That the Board of Directors adopt the attached proposed Resolution of Necessity for the acquisition of portions of the properties bearing Assessor's Parcel Numbers 018-190-109 and 018-190-110 for the Three Rivers Upper Yuba River Levee Improvement Project (the "Project"). APN 018-190-109 is owned by Bhajan S. “John” Sohal and Rajwant K. Sohal; APN 018-190-110 is owned by Walbinder S. “Will” Sohal as Trustee of the Walbinder S. Sohal Living Trust. The proposed Resolution would amend and supersede Resolution 2010-10 by substituting a corrected legal description and map of the portion of APN 018-190-109 to be acquired for the Project.

BACKGROUND:

The Three Rivers Levee Improvement Authority (TRLIA) is preparing to carry out improvement and repair work along an approximately 3.9-mile section of the South Bank Yuba River flood control levee from Simpson Lane to the Yuba Goldfields in Yuba County. The levee improvements will include geometry corrections, a seepage berm, and several miles of seepage cutoff wall varying in depth from approximately 45 to 70 feet below existing ground level. The Board approved the Project and adopted a Mitigated Negative Declaration pursuant to the California Environmental Quality Act for it on April 20, 2010.

The Upper Yuba River Levee Improvement Project is one of the final pieces of TRLIA’S larger flood control program that includes 29.3 miles of levee improvements in Yuba County. The entire 29.3 mile improvement program is necessary to restore 100-year flood protection to the portion of the county within Reclamation District 784, but TRLIA’s goal for the upgrades is to meet a higher 200-year protection standard.
Construction of the seepage berm and reconstruction of the levee embankment after construction of the cutoff wall will require approximately 230,000 cubic yards of select “borrow” material with appropriate physical properties. Because hauling such a large quantity of material a significant distance to the Project site would both be costly and create undesirable amounts of truck traffic on nearby roads, the Project team investigated potential borrow sites adjacent to the Project site during the design process. Following preliminary soils testing in 2009 that suggested their properties as a possible borrow site, property owners Will and John Sohal responded positively to inquiries from TRLIA’s right-of-way team regarding their willingness to sell their properties to TRLIA.

Further soil testing confirmed the suitability of the soil on the Sohal properties for Project use. The Sohals’ properties are adjacent to the levee near the middle of the Project. This will minimize the distance the material needs to be hauled and, as a result, minimize both the cost and the amount of air pollution produced by hauling operations as compared to other alternative sites. Based on these factors and the willingness of the Sohals to sell their properties (subject to agreements being reached regarding purchase price), the design team selected the Sohal properties as the material borrow site for the Project.

**DISCUSSION:**

Each of the two Sohal properties is 38.58 acres in size. They are currently part of a larger family farming operation located on the South side of the levee on the West side of Bryden Road. APN 018-190-110 is planted entirely to peaches and APN 018-190-109 is mostly peaches with some prunes.

Based on an appraised value of $14,500 per acre, TRLIA offered to purchase each of the Sohal properties for $560,000.

Negotiations regarding voluntary purchases were successful and tentative agreements with the fee owners were reached at compromise values between the appraisals obtained by TRLIA and those obtained by the property owners. For a number of reasons, purchase agreements could not be consummated in a reasonable time frame and the property owners agreed that TRLIA should acquire the properties via eminent domain. The Board adopted a Resolution of Necessity on July 20, 2010 (Resolution 2010-3).

The southern and eastern property lines of APN 018-190-109 and the eastern property line of the other parcel are located within farm roads shared with adjacent properties. In addition, the owner of the farms to the north and south, Henry Smith, owns road easements covering the portions of the roads within the Sohal properties and covering another road that crosses the Sohal parcels. The Sohals also maintain seasonal ditches along the southern road to drain water from the property to the east of the ones TRLIA is acquiring.

Before commencing eminent domain proceedings, Special Counsel investigated the farm road issues and met with members of the Smith and Sohal families several times. That investigation revealed that acquisition of the entire parcels would cause significant negative impacts on the Smith parcels and the Awstar Sohal parcel to the east, that the negative impacts could be significantly mitigated by very slightly reducing the amount of property TRLIA acquired, that such a slight reduction would not affect TRLIA’s Project, and that it would also simplify the eminent domain action.
On September 9, TRLIA's Executive Director Paul Brunner and Special Counsel Michael Churchill met with numerous members of the Sohal and Smith families in TRLIA's offices, including the owners and farmers of all of the affected properties. The property owners agreed that significant impacts on the farming operations could be avoided by transferring the farm roads intact to Awtar Sohal and Henry Smith, that this could by accomplished by having TRLIA reduce its acquisition to leave Will and John & Rajwant Sohal with the farm roads and room for the drainage ditches and then the those property owners selling the very small remainder parcels to Awtar Sohal and Henry Smith for nominal sums, and that they would do so if TRLIA amended its Resolution of Necessity and proceeded to acquire less than all of the Sohal parcels.

Legal descriptions and maps depicting the proposed acquisitions are attached to the proposed Resolution of Necessity. When the Board adopted Resolution 2010-10 regarding these properties on September 28, 2010, the legal description and map of the small remainder portion of APN 018-190-109 were erroneously attached to that Resolution rather than the map and description of the larger portion that is necessary for the project.

**FISCAL IMPACT:**

The approved appraised values for these two parcels are within the TRLIA Board approved (March 16, 2010) land acquisition plan for the Upper Yuba River Levee Improvement Project. The funding to acquire these two parcels is in the TRLIA cash flow and is available to be deposited to the State Treasurer's Condemnation Fund. The State will pay 70% of this expense as part of the Upper Yuba River Levee Improvement EIP funding agreement.
RESOLUTION NO. 2010-__

A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AMENDING AND SUPERSEDDING RESOLUTION NO. 2010-10 AND DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE THREE RIVERS UPPER YUBA RIVER LEVEE IMPROVEMENT PROJECT
(CODE CIV. PROC. § 1245.230)

WHEREAS, Three Rivers Levee Improvement Authority ("TRLIA") proposes to repair, construct, install, and maintain the Upper Yuba River Levee Improvement Project (the "Project"); and

WHEREAS, on July 20, 2010, TRLIA adopted Resolution No. 2010-3, a Resolution of Necessity for the acquisition of the properties currently bearing Assessor's Parcel No.'s 018-190-109 and 018-190-110 for the Property for the Project; and

WHEREAS, subsequent meetings and communications between TRLIA's Special Counsel, consultants, the property owners, and the owners of adjacent properties revealed to all parties that the acquisition by TRLIA of the entirety of both parcels would cause significant negative impacts to adjacent landowners, that such impacts could be mitigated by very slight reductions in the scope of TRLIA's property acquisitions, and that such slight reductions in the scope of TRLIA's acquisitions would not materially affect TRLIA's Project; and

WHEREAS, TRLIA has therefore determined that it needs to acquire portions of the properties currently bearing Assessor's Parcel No.'s 018-190-109 and 018-190-110 (the "Property") in order to complete the Project; and

WHEREAS, on September 28, 2010, TRLIA adopted Resolution 2010-10, a Resolution of Necessity for the acquisition of portions of the properties currently bearing Assessor's Parcel No.'s 018-190-109 and 018-190-110 for the Property for the Project; and

WHEREAS, TRLIA subsequently discovered that the legal description and map describing the portion of Assessor's Parcel No. 018-190-109 to be acquired by TRLIA contained in Resolution No. 2010-10 was incorrect, in that the map and legal description described and depicted the portion of that parcel that TRLIA did not intend to acquire rather than the portion it intended to acquire; and

WHEREAS, TRLIA has advised the owners of the Property of the need for the Project and offered the owners an opportunity for a hearing before the TRLIA Board on November 16, 2010 pursuant to Section 1245.235 of the California Code of Civil Procedure; and

WHEREAS, the Board of Directors of TRLIA adopts this resolution in compliance with Section 1245.230 of the Code of Civil Procedure.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Property is to be acquired for the Project.

TRLIA is authorized to acquire property for the Project pursuant to, among others, the following statutes: Government Code section 25350.5 and Water Code section 50930.
SECTION 2. The general location and extent of the Property to be acquired is set forth in the legal
descriptions attached hereto as Exhibit A-1 and Exhibit B-1 and the accompanying parcel maps attached
hereto as Exhibit A-2 and Exhibit B-2, which are incorporated herein by this reference.

SECTION 3. The Board of Directors declares that it has found and determined as follows:

a. The public interest and necessity require the Project.

b. The Project is planned and located in the manner that will be most compatible with the greatest
   public good and the least private injury.

c. The Property described in Exhibit A-1 and Exhibit B-1 and depicted in Exhibit A-2 and Exhibit B-2
   is necessary for the proposed Project.

d. The offer of just compensation required by Government Code Section 7267.2 has been made to the
   owners of record of the Property.

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to
   acquire the property described herein have been complied with by TRLIA.

f. TRLIA possesses the statutory authority to acquire the Property by eminent domain.

PASSED AND ADOPTED by the Board of Directors of the Three Rivers Levee Improvement Authority
this 16th day of November, 2010 by a two-thirds (2/3) or greater vote as follows:

AYES:
NOES:
ABSTAIN:
ABSENT:

______________________________
CHAIRPERSON

ATTEST:

______________________________
Donna Stotlemeyer, Secretary

APPROVED AS TO FORM
SCOTT L. SHAPIRO
GENERAL COUNSEL

By: ________________________
Exhibit 'A-1'

All that real property situate in the County of Yuba, State of California, being a portion of Parcel 3, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45 and being more particularly described as follows:

Beginning at a point on the West line of said Parcel 3 marked by a 1-1/2" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. and from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of said Section 15 bears North 44°52'09" East, 3787.33 feet; thence along the West line of said Parcel 3, South 00°33'30" East, 309.85 feet; thence leaving said West line, North 89°04'49" East, 885.08 feet; thence North 88°02'26" East, 742.04 feet; thence North 00°51'04" East, 303.92 feet; thence North 00°31'18" East, 423.19 feet; thence North 00°02'30" West, 270.95 feet to a point on the North line of said Parcel 3; thence along said North line, South 88°05'46" West, 1633.65 feet to the Northwest corner of said Parcel 3; thence along the West line of said Parcel 3, South 00°08'00" West, 673.49 feet to the Point of Beginning, containing 37.264 acres, more or less.

See Exhibit ‘A-2' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

Signature

Kevin A. Heehey, PLS 5914

Portion of:
APN 018-190-109

Date: 09/22/2010
Exhibit 'B-1'

All that real property situate in the County of Yuba, State of California, being a portion of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45 and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 4, from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along the Northwesterly, West and South lines of said Parcel 4, South 40°34'50" West, 1217.26 feet to the West line of said Parcel 4; thence along said West line, South 00°08'00" West, 340.32 feet to the Southwest corner of said Parcel 4; thence along the South line of said Parcel 4, North 88°05'46" East, 1633.65 feet; thence leaving said South line, North 00°02'30" West, 204.69 feet; thence North 00°37'23" West, 307.55 feet; thence North 00°33'11" West, 728.30 feet to a point on the North line of said Parcel 4; thence along said North line, South 87°55'58" West, 830.12 feet to the Point of Beginning, containing 38.131 acres, more or less.

See Exhibit 'A-2' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83. Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.9999115.

End of Description

Prepared by CTA Engineering & Surveying under the supervision of the undersigned

[Signature]

Kevin A. Heaney, PLS 5914

Portion of:
APN 018-190-110

Date: 09/22/2010

[Seal]

Licensed Land Surveyor

No. 5914

Exp. 12-31-2010

STATE OF CALIFORNIA

F:Ab-CTA OFFICE06-008-004 Yuba River Phase 4 for Bowers Rosenbalt/Word/Legal Descriptions/2019018-190-110-foo.doc
November 16, 2010

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
        Larry Dacus, Design Manager
SUBJECT: Consider Approval of Amendment 1 to Contract with MHM Inc. to Provide Engineering and Surveying Services for TRLIA Levee Improvement Program

Recommended Action:
Approve a contract amendment (Amendment 1) with MHM Inc. (Attached) for engineering and surveying services and authorize TRLIA Executive Director to sign and execute once General Counsel has reviewed and approved.

Discussion:
TRLIA entered into a contract with MHM in October 2009 for surveying and engineering services. Work continues for the Tasks included in that contract. One task required MHM to locate and document the Yuba and Sutter County Line in the Bear Setback Area. This task has required much more effort than first estimated to accomplish this work and additional subtasks were identified to complete the task satisfactorily. This effort has required supplemental field surveys, substantial boundary analysis, and additional coordination with the County Surveyors for both counties. MHM requires additional budget to complete this task. The budget needs to be increased by $35,600 from $25,000 to $60,600. The breakdown for this increase is as follows:

1. Services for work exceeding the original budget $14,558
2. Estimated costs for Yuba County Parcels, levee footprint and associated access easements documentation $9,822
3. Processing the documents through the DWR $4,900
4. Setting monuments and preparation of two Records of Survey maps in Yuba County and Sutter County $6,320

This will increase the total contract amount from $141,100 to $176,700.

As a local surveying and engineering firm, MHM has unique knowledge of landowners and is experienced with the TRLIA program. This contract with MHM provides TRLIA with resources to perform unanticipated surveying tasks with a quick turn around.

Fiscal Impact:
The original $144,100 contract will be increased by $35,600 for services on a time-and-expenses basis, to a maximum amount not to exceed a total contract amount of $176,700. The funding for these tasks will come from the Feather River and Upper Yuba River EIP agreements (local and State share).

Attachment:
MHM Amendment 1
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
MHM, Inc.

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ____ day of November 2010, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and MHM, Inc. ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering and Surveying Services dated October 13, 2009 ("AGREEMENT");

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Article B.1 of the AGREEMENT shall be revised to increase the maximum contract fee from $141,100 to $176,700

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

This AMENDED AGREEMENT is hereby executed on this ____ day of November 2010.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner, Executive Director

ATTEST:
DONNA STOTTLMEYER,
SECRETARY

MHM, INC.

John Michael Smith
Principal

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

______________________________
FIRST AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
MHM, Inc.

THIS FIRST AMENDATORY AGREEMENT is made and entered into this ___ day of
November 2010, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY,
a Joint Powers Authority, ("TRLIA") and MHM, Inc. ("CONSULTANT").

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Engineering and
Surveying Services dated October 13, 2009 ("AGREEMENT");

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the
terms of the AGREEMENT shall be in writing and executed by both parties:

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Article B.1 of the AGREEMENT shall be revised to increase the maximum contract fee from
$141,100 to $176,700

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

This AMENDED AGREEMENT is hereby executed on this ___ day of November 2010.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

Paul G. Brunner, Executive Director

ATTEST:
DONNA STOTTERMeyer,
SECRETARY

MHM, INC.

John Michael Smith
Principal

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY GENERAL COUNSEL
November 16, 2010

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Consulting Agreement with Handen Company, Inc. for Consulting and
Construction Management Services to TRLIA Phase 4, Feather River Levee
Improvements, Yuba River Levee Improvements, and General Consulting

Recommended Actions:
Approve a $181,700 5th contract amendment (Attachment 1) to the contract with The Handen Company, Inc. for construction management consulting services for ongoing and pending
TRLIA projects and delegate authority to Executive Director to sign and execute contract upon
General Counsel review.

Discussion:
Construction Management consulting services are needed by TRLIA for the following projects:

- Upper Yuba River levee – Construction Management
- Feather River – construction management/planting and irrigation
- Yuba and Feather Real Estate support
- Land Management activities in the Feather River Setback area
- Feather River- SMARA compliance

The Construction Management amendment scope of services (Attachment 2) includes costs associated with contract administration, progress reporting, coordination with Corps Staff,
Contractor Submittals, Agency Coordination, Requests for Information (RFI’s), Inspection
Coordination, NPDES Compliance, Change Order Administration, Conflict Resolution,
Community Interaction, and various other functions as outlined in the attached proposal. The
amendment also extends the end date of The Handen Company, Inc. contract from December 31,
2010 to December 31, 2011.

The Handen Company, Inc. has maintained its 2009 rate structure for 2011 as requested by
Executive Director Policy Memorandum dated July 23, 2009. All other terms and conditions
contained in the Agreement shall remain in full force and effect.

The Handen Company has previously successfully provided Construction Management and other
Consulting Services to TRLIA. The scope of work for this effort is appropriate and
commensurate with the proposed fees.
**Fiscal Impact:**
The contract amendment would increase the existing contract by $181,700 for services on a time-and-expenses basis, to a maximum amount not exceeding $1,089,070 (Current maximum amount $907,370) without prior authorization by TRLIA. This amendment is a time and material contract, which could be terminated at anytime. These projected expenses are included in the current TRLIA cash flow for project completion.

**Attachments:**
1. Amendment No. 5
2. Scope of Work Dated November 8, 2010
AMENDMENT NO. 5

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
CONSTRUCTION MANAGEMENT
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
THE HANDEL COMPANY, INC.

THIS FIFTH AMENDATORY AGREEMENT is made effective November
____ 2010, by and between Three Rivers Levee Improvement Authority ("TRLIA") and
the Handen Company, Inc. ("Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background
recitals:

1.1. Effective March 15, 2006, the parties entered into an Agreement for
Professional Services relating to Construction Management for TRLIA’s
Construction Program.

1.2. Effective December 12, 2006, the parties entered into Amendment 1 to the
AGREEMENT in the amount of $144,000 for a total contract value of
$311,200 and to extend the contract end date to December 31, 2007.

1.3. Effective January 29, 2008, the parties entered into Amendment 2 to the
AGREEMENT in the amount of $143,800 for a total contract value of
$455,000 and to extend the contract end date to December 31, 2008.

1.4. Effective January 27, 2009, the parties entered into Amendment 3 to the
AGREEMENT in the amount of $197,640 for a total contract value of
$652,640 and to extend the contract end date to December 31, 2009.

1.5. Effective December 15, 2009, the parties entered into Amendment 4 to the
AGREEMENT in the amount of $254,730 for a total contract value of
$907,370 and to extend the contract end date to December 31, 2010.

1.6. The parties now desire to amend the Professional Services Agreement to
extend the term of services, amend the scope of services.

2. **Fifth Amendment to Agreement.** The Professional Services Agreement is
herby amended as follows:

2.1. The Termination Date in Clause 2 and A.2 is amended to extend to December
31, 2011.

2.2. The scope of services (Attachment A to the Agreement for Professional
Services between TRLIA and The Handen Company, Inc.) is replaced by the
scope of services attached to this amendment agreement.

2.3. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachments A and B) are amended to include the additional amount of $181,700 for a total contract amount of $1,089,070.

3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ______________, 2010.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

THE HANDEN COMPANY, INC.

______________________________  ______________________________
Paul G. Brunner                               Douglas J. Handen
Executive Director                           President

ATTEST:                                             APPROVED AS TO FORM:
DONNA STOTTLEMeyer                            SCOTT L. SHAPIRO
CLERK OF THE BOARD OF DIRECTORS               GENERAL COUNSEL

______________________________  ______________________________
                                      

November 8, 2010

Paul Brunner  
Executive Director  
Three Rivers Levee Improvement Authority  
1114 Yuba Street, Suite 218  
Marysville, CA 95901

Re: Scope of Work for Construction Project Management/Consulting for Three Rivers Levee Improvement Authority- 2011 Feather and Yuba River Levee Projects

Dear Mr. Brunner,

Please find the enclosed scope of work for The Handen Company, Inc. for the above referenced projects.

The work shall be performed on a time and material basis. The rates have not been increased from the 2009 rates. The proposal includes budgets for separate phases of work to reflect the potential deviations in TRLIA’s work for this year. The proposal includes a base scope of work not to exceed the amount of $181,700.

I look forward to continued service to you and TRLIA on these projects. Please contact me to discuss the scope of work to ensure that this scope accurately reflects your needs.

Sincerely,

Douglas J. Handen
SCOPE OF WORK

Services Provided - Project Management Consulting:

1. Attend TRLIA management meetings
2. Participate in construction meetings
3. Participate in weekly design meeting/conference calls
4. Participate in construction budget review
5. Conduct regular site visits to current projects
6. Coordinate TRLIA’s obligations under SMARA
7. Coordinate with Construction Management team and Contractors
8. Provide contract oversight
9. Review and process contract change orders
10. Assist in the preparation of contract documents
11. Track construction schedules
12. Assist in the preparation of reimbursement requests
13. Prepare staff reports and make presentations to the TRLIA Board as necessary
14. Assist in coordination and compliance with project Environmental Permits and requirements
15. Assist TRLIA in acquisition and management of estate as required
16. Assist in coordination with property owners associated with construction activities and project requirements.
**Fee and Payment:**

The above referenced services shall be billed monthly at the following rates:

- Principal: $165/hour
- Transportation: $0.445/mile

**Budget**

Please refer to the table below for time/effort budgets for the following time periods:

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<td>440</td>
<td>72,600</td>
</tr>
<tr>
<td>Phase 4- SMARA compliance</td>
<td>3</td>
<td>4</td>
<td>44</td>
<td>7,260</td>
</tr>
<tr>
<td>Phase 4- Yuba Real Estate</td>
<td>3</td>
<td>5</td>
<td>52</td>
<td>8,580</td>
</tr>
<tr>
<td>Phase 4- Feather setback planting/mit. CM</td>
<td>8</td>
<td>14</td>
<td>144</td>
<td>23,760</td>
</tr>
<tr>
<td>Phase 4 Segment 2 Security/Land Management</td>
<td>10</td>
<td>10</td>
<td>120</td>
<td>19,800</td>
</tr>
</tbody>
</table>

|                                        |                    |                   | 1,140       | 188,100      |

Total Labor base budget = 188,100

Expenses: budget $300/month = 3,600

Total Budget = $191,700

Anticipated balance from 2010 = <10,000

Proposed 2011 contract value = $181,700