CALL TO ORDER: 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.

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

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.

CLOSED SESSION:
A. Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Property 020-410-001/013/Jason G. Allen; Negotiating parties: TRLIA/McElhern/Bob Morrison; Terms of Payment

B. Conference with Real Estate Property Negotiators pursuant to Government Code §54956.8 - Property 014-360-011, 013/Hofman Ranch; Negotiating parties: TRLIA/McElhern/Bob Morrison; Terms of Payment

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 meetings of February 7, 2012.

B. Receive correspondence from RD 784 dated February 16, 2012, regarding Western Pacific Interceptor Levee.

C. Approve amended Notice of Exemption for Segment 3 Fence and Toe Access Corridor Widening and authorize the Executive Director to execute upon review and approval of Counsel.

ACTION ITEMS

A. Approve Relocation Impact Statement and Last Resort Housing Plan for the Upper Yuba River Levee Improvement Project.

B. Approve Amendment No. 12 with HDR Inc. in an amount not to exceed $50,000 for engineering services and authorize the Executive Director to execute.

C. Approve agreement with Nolte Associates Inc. in an amount not to exceed $50,000 for engineering services authorize the Executive Director to execute.
VI  BOARD AND STAFF MEMBERS' REPORTS

A. Central Valley Flood Protection Board Meeting March 2, 2012 regarding Feather River levee access corridor
B. Goldfields High Ground Evaluation status
C. Video Distribution (No background material)
D. Other Reports

VIII  ADJOURN

The complete agenda is available at the Yuba County Government Center, 915 8th Street, Suite 109 Marysville, and www.trija.org. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available at Suite 109 during normal business hours. In compliance with the Americans 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
FEBRUARY 7, 2012
MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:32 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 Counsel Scott Shapiro, and Clerk of the Board of Supervisors/Secretary Donna Stottlemeyer. Chair Griego presided.

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

II PUBLIC COMMUNICATIONS

Mr. Monty Hecker regarding property located at 5548 Feather River Boulevard related to encroachment and drainage issues.

Ms. Debra Hecker regarding request to the State Flood Control Board to suspend permit and encroachment notices.

Ms. Carol Miller, Virgilia Lane, regarding replacement of oak trees removed by flood control projects.

Chair Griego advised correspondence from the Heckers dated January 26 and February 6, 2012 had been received.

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

MOTION: Move to approve Consent Agenda MOVED: John Nicoletti SECOND: Jerry Crippen

AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

A. Approve minutes of the meeting of January 17, 2012. Approved as written.

B. Approve Amendment No. 10 to agreement with Bender Rosenthal, Inc, for a date extension of December 31, 2013 and authorize the Executive Director to execute same. Approved.

C. Adopt resolution approving Yuba Feather Flood Protection Project Application for Proposition 13 funding. Adopted Resolution No. 2012-01 entitled: “A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE YUBA FEATHER FLOOD PROTECTION PROGRAM UNDER THE SAFE DRINKING WATER, CLEAN WATER, WATERSHED PROTECTION, AND FLOOD PROTECTION ACT (PROPOSITION 13).”

D. Approve Amendment No. 3 to agreement with Floyd Communications in the amount of $58,000 and authorize the Execute Director to execute same. Approved.
E. Approve River Partners Contract Change Order No. 3 for the Feather River Levee Setback for an additional two years of maintenance and monitoring of the Feather River Elderberry Transplant site and authorize the Executive Director to execute same. Approved.

F. Approve Amendment No. 3 to agreement with River Partners in the amount of $116,000 for maintenance and monitoring of the Bear River Set Back Levee and authorize the Executive Director to execute same. Approved.

IV ACTION ITEMS

A. Approve Modification No. 4 to agreement with Magnus Pacific in the amount of $226,030.62 and authorize the Executive Director to execute upon review and approval of Counsel. Construction Manager Doug Handen briefly recapped the need for modifications.

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

V BOARD AND STAFF MEMBERS’ REPORTS

Counsel Scott Shapiro:
- Summary of Construction Change Orders below $210,000 and above $25,000
- Independent Audit FY 10/11 – Revised Wording regarding cost of the Yuba Goldfields Project

VI CLOSED SESSION: The Board retired into closed session at 3:55 p.m. to discuss the following:

A. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/McElhern/Morrison; Terms of Payment; Regarding Upper Yuba Levee Improvement Project:
  - APN 018-210-014 - Wilke
  - Property bordered to north by APN 018-150-032 and to south by APN 018-150-035/Unknown APN and Owner
  - APN 021-042-027/Humam El Sharif
  - APN 021-041-006/Willis
  - APNs 018-150-035 and 018-190-104/Barker

B. Conference with real property negotiator pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/McElhern/Morrison; Terms of Payment; Regarding Segment 2 of the Feather River Levee Repair Project: APN 014-250-027 and 014-250-028 -OXY USA, Inc.

C. Pending litigation pursuant to Government Code section 54956.9 (a) - Luis -YSCCCVEDE 10-0000903; Bains -YSCCCVED 10-0000977

D. Conference with Real Estate Property Negotiators pursuant to Government Code §54956.8 - Property 014-360-011, 013; Negotiating parties: TRLIA/McElhern/Bob Morrison; Terms of Payment

The Board returned from closed session at 4:32 p.m. Chair Griego advised there was no action to report.
VII  **ADJOURN**: 4:32 p.m. by Chair Griego.

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

Chair

Approved:

02/07/11 – TRLIA
February 16, 2012

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

Refer: Purchase of Western Pacific Interceptor Levee

The operation and maintenance of the Western Pacific Interceptor Canal ("WPIC") levee is of critical importance to the safety of the citizens living within the boundary of Reclamation District 784 ("RD 784"). The actions of the owners of the Hofman Ranch Property have adversely impacted RD 784's ability to provide this necessary public service. Consequently, RD 784 requests that TRLIA immediately purchase the Hofman Ranch Property under the WPIC levee along with that land adjacent to the levee which is necessary to ensure the reasonable and proper operation and maintenance of the levee. This letter provides an explanation as to why RD 784 feels it is necessary to obtain fee ownership of the property.

Current Damage to Levee

Hofman Ranch cattle grazing is currently damaging, and has in the past damaged the landside slope of the WPIC levee. Cattle hoof prints penetrate deeply into a rain-softened levee slope surface allowing water to seep into the levee rather than sheeting off as designed. Cattle hoof prints can become water filled craters that can hasten bank erosion and degrade the integrity of the levee.

In other locations, RD784 uses sheep and goats to control vegetation. Sheep and goats are much smaller and lighter with smaller hooves. They do not leave hoof prints that are as large or deep as those left by cattle, if they penetrate at all. Most importantly, the District does not use sheep and goats on the levees when softened by
rain. Based on numerous documented instances, Hofman Ranch cattle are grazed on the levee regardless of soil conditions.

**Continued Pattern of Behavior**

Damaging the levee slopes by Hofman Ranch cattle is an ongoing and continuing pattern of behavior. RD 784 has repeatedly asked Hofman Ranch to stop damaging the levee by grazing cattle on the WPIC. Attached are two letters sent to Hofman Ranch submitted in 2010 and 2012. RD 784 believes that the damage will continue until the land is no longer owned by Hofman Ranch.

RD 784 submitted requests to the Central Valley Flood Protection Board to assist in resolving the issues with Hofman Ranch. I am informed that CVFPB staff spoke with Ms. Hofman, but it did not result in a change in her behavior. The damage to the levee caused by cattle continues.

**Potential Loss of Federal Funding**

As explained in the Army Corps of Engineer *Flood Damage Reduction Segment/ System Inspection Report, Levee Embankments*, slope erosion, depressions and slope stability are of major concern. If evaluated as *Unacceptable* by the ACOE during a periodic inspection, the PL84-99 eligibility for the basin could be lost. If the eligibility is lost, Federal funding would not be available to repair levees or for other property damages.

Because of repairs to the levee slopes made by TRLIA and ongoing maintenance by RD784, the section of levee currently being damaged by Hofman Ranch cattle passed USACOE inspection in December 2010 and January 2011. It is imperative that the levees be protected from further cattle grazing to assure the continued integrity of the levees and PL 84-99 eligibility.

**Owner’s Demand to Dictate Operation and Maintenance Methods**

Ms. Hofman has demanded the right to dictate the methods that RD784 uses to maintain and operate the WPIC levee on her land. Specifically, Ms. Hofman has demanded that no convict labor or goats be used, and she has demanded that no burning occur if fire lines are disked on the landside of the levee.

RD784 primarily uses goats and sheep to control vegetation at a cost of $2,000 per linear levee mile. Repeated written and verbal requests to Hofman Ranch to use sheep were denied or ignored. This has limited our ability to control vegetation.

Additionally, professional advice was obtained from both a Wheatland-Brophy Fire Authority Captain and the Linda Fire Chief that it would be unsafe to burn without first installing fire breaks on the landside of the WPIC levee. Highway 70 is located adjacent
to this part of the levee and public safety is as important as employee safety. Ms. Hofman insisted that only a “wet line” be used and that the entire parcel landside of the WPIC be burned. Despite substantial resistance from Ms. Hofman, RD 784 proceeded to build the fire break and conduct a controlled burn of the levee for maintenance purposes. Complaints and resistance are anticipated in the future.

**Excessive Vegetation Control Costs**

From July 2009 through February 2010, without including the cost of management overview, the costs of burning, dragging and hand clearing of vegetation from the portion of Hofman Ranch and the land cut off to the north, was $5,546.94. Maintenance on the Hofman Ranch portion of the levee is nearly three (3) times more expensive per mile than other portions of the WPIC levee where goats/sheep or CDF personnel are used. Similar costs were incurred during the 2010 to 2011 time frame.

The extra work on the levee at the Hofman Ranch property slows the completion of other internal drainage and levee maintenance work.

**Repair Costs**

Previously, TRLIA repaired and paid for landside slope done slope damage done by Hofman Ranch cattle. I believe that repair cost approximately was $10,000. Hofman Ranch cattle are currently damaging the landside slope. Reclamation District 784 personnel have estimated the cost of a current repair utilizing District personnel will cost approximately $7,575 which would include security to safeguard RD784 personnel in lieu of Supervisor or Administrative personnel. (Cost estimate attached.)

**Extent of Land Needed**

A historic boil is located landside near the southern most Hofman Ranch property. Vegetation needs to be removed near Highway 70 in order to effectively observe the area of the boil. To enhance public safety, the clearing of vegetation around areas of historical or suspected boil activity should occur. Fee ownership would enable RD 784 to conduct this maintenance activity. Moreover, acquisition of property including the waterside shelf from the edge of the low flow channel to the historic RD784 fire breaks on the land side would likewise improve the operation and maintenance of the levee and enhance public safety. Finally, acquisition of the levee property and the landside operation and maintenance area would eliminate the ability of the cattle to move over (and damage) the levee.

**Prolonged Wait for Easement**

At a TRLIA board meeting approximately four years ago, there was a discussion about acquiring the Hofman property. In response, Ms. Hofman volunteered to “give the easement” to the State of California, thus delaying the process.

RD 784 has waited for approximately four years for Hofman Ranch to grant the easement promised in that open TRLIA session. The Central Valley Flood Protection
Board and DWR staff has been patient to a fault. Ms. Hofman has continued to allow Hofman Ranch cattle to damage the levee and has not yet granted any easement.

**Conclusion**

Unless property is purchased from Hofman Ranch for the necessary operation and maintenance of the WPIC levee, the integrity of the levee and the entire community guarded by the urban levee system will remain threatened. If the WPIC levee is evaluated as "unacceptable" during a USACOE inspection, then the entire urban system will be ineligible for PL 84-99 funding for repair. Maintenance costs will continue to be excessive relative to other levee sections and Ms. Hofman will continue to disrupt the necessary operation and maintenance of the levee.

Reclamation District 784 requests TRLIA obtain fee ownership of the property.

Sincerely,

Steve Fordice

Steve Fordice, General Manager
Reclamation District 784
February 15, 2012

Ms. Frances Hofman
Hofman Ranch
3002 Forty Mile Road
Marysville, CA 95901

Reference: Livestock Damage to Western Pacific Interceptor Canal Levee

Dear Ms. Hofman,

Hofman Ranch livestock has once again damaged the Western Pacific Interceptor Canal levee. The levee slope surfaces have been penetrated by hoof prints which will allow water to penetrate into the levee and damage it. Much of the levee between the two Hofman Ranch fences has been damaged to a greater or lesser degree. The landside slopes are the most critical and most heavily damaged.

Please remove Hofman Ranch livestock from the Western Pacific Interceptor Canal levee to prevent further damage. Please help Reclamation District 784 protect the levee by keeping livestock off the levee during the flood season as defined for the Western Pacific Interceptor Canal by Title 23, Section 112, Table 8.1, as November 1 through April 15.”

There has been public concern about the damage caused by Hofman Ranch livestock. The visible damage and presence of livestock on the levee has caused apprehension.

Your assistance in this matter will be greatly appreciated.

If I can be of assistance please contact me.

Sincerely,

Steve Fordice
Steve Fordice, General Manager
Reclamation District 784

Cc: Jay Punia, Central Valley Flood Protection Board
Curt Taras, Central Valley Flood Protection Board
January 20, 2010

Ms. Frances Hofman
Hofman Ranch
3002 Forty Mile Road
Marysville, CA 95901

Reference: Livestock Damage to Western Pacific Interceptor Canal Levee

Dear Ms. Hofman,

Hofman Ranch livestock has damaged the Western Pacific Interceptor Canal levee. Wet weather dampened the levee making the levee surfaces soft. The levee surfaces have been penetrated by hoof prints which has caused surface erosion and allowed water to penetrate into the levee. The entire length of the levee between the two Hofman Ranch fences has been damaged to a greater or lesser degree.

Please remove Hofman Ranch livestock from the Western Pacific Interceptor Canal levee to prevent further damage. Please help Reclamation District 784 protect the levee by keeping livestock off the levee during the flood season as defined for the Western Pacific Interceptor Canal by Title 23, Section 112, Table 8.1, as November 1 through April 15.”

There has been concern voiced by the public about the damage caused by Hofman Ranch livestock. The visible damage and presence of livestock on the levee has caused apprehension.

Your assistance in this matter will be greatly appreciated.

If I can be of assistance please contact me.

With Kindest Regards,

Steve Fordice
General Manager
Reclamation District 784

Cc: Jay Punia, Central Valley Flood Protection Board
    Curt Taras, Central Valley Flood Protection Board
February 15, 2012

Cost estimate for levee repairs needed at unit 4 as a result of cattle damages to the surfaces.

Cost estimate figures include:

- Time and equipment use.
- Travel time to and from the RD 784 shop each day.
- Security guard to ensure worker safety.

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February 21, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Larry Dacus, Design Manager
SUBJECT: Adoption of amended CEQA Categorical Exemption for the Feather River Levee Segment 3 landside levee toe access corridor project

**Recommended Action**
Adopt amended CEQA Categorical Exemption (attached) for the Feather River Levee Segment 3 landside levee toe access corridor project; and authorize the TRLIA Executive Director to sign the exemption and submit to the State Office of Planning and Research once General Counsel has reviewed and approved.

**Discussion**
The CVFPB staff has asked TRLIA to supplement the currently approved project Notice of Exemption with an additional justification; specifically Categorical Exemption 15302 (replacement or reconstruction). The attached Notice of Exemption (NOE) and Attachment A to the NOE have been amended to provide this additional detail. The TRLIA Board is asked to adopt the attached amended Categorical Exemption and authorize the Executive Director to sign the NOE and submit to the appropriate State Agency.

**Fiscal Impact:**
There is a $50 County Administrative filing fee.

2 Attachments:
1. Proposed Amended Notice of Exemption
2. Attachment A to the Amended Notice of Exemption
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

ATTACHMENT A

NOTICE OF EXEMPTION
Segment 3 Fence and Toe Access Corridor Widening

TO: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

FROM: Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

The project identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.) as defined in the State CEQA Guidelines (California Code of Regulations Title 14, Section 15000 et seq.).

Project Title: Segment 3 Fence and Toe Access Corridor Widening

Project Location: The project site is southeast of Marysville, Yuba County, within the area identified as Segment 3 of the Feather River Levee Repair Project. Specifically, the proposed fence and corridor reach consists of Feather River, Unit 2 Levee Mile 0.0 to 1.0 and Yuba River, Unit 1 Levee Mile 2.1 to 2.2.

Project Description: Adjacent parcel owners have encroached onto lands owned by the Sacramento San Joaquin Drainage District (SSJDD) along the east levee of the Feather River, Unit 2 from Levee Mile (LM) 0.0 to 1.0 and the south levee of the Yuba River, Unit 1 from LM 2.1 to 2.2. Three Rivers Levee Improvement Authority (TRLIA) will construct a 6-foot high chain link fence and widen the existing roughly 15 ft. wide levee toe access corridor to 20 ft. along the true right of way to more clearly delineate the right of way boundary, provide easier access for levee maintenance and flood fights, and minimize unauthorized encroachments.
Exempt Status: Categorically exempt under State CEQA Guidelines Section 15301(f) which exempts the "[a]ddition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices[.]" and 15302 which exempts the "replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced[.]"

Reasons why project is exempt: TRLIA proposes to erect a 6-foot high chain link fence approximately 1.1 miles in length in order to delineate the true right of way boundary along the landside toe of levees for the Feather and Yuba Rivers. The fence would run along or adjacent to the property line of residential parcels, many of which are currently encroaching on lands owned by the SSJDD. The new fence would discourage encroachments onto the existing levees and easements owned by SSJDD. Illegal encroachments into the right-of-way owned by SSJDD and onto the levee itself interfere with levee maintenance activities, can jeopardize the efficacy and structural integrity of the levee, and pose a safety risk to adjacent residents.

The planned fence would be constructed in order to prevent future encroachments on the existing levee right of way and structure. By preventing illegal encroachments, the fence would help ensure that levee maintenance activities can proceed as planned, that levee integrity is not jeopardized by illegal encroachments, and that safety risks related to the levee structure itself are minimized. Because the fence would be considered to be a safety device that would be used in conjunction with an existing structure (the levees), the proposed project qualifies for exemption under State CEQA Guidelines Section 15301(f).

The fence would be constructed along the edge of the existing levee landside maintenance corridor which would be slightly widened, typically from approximately 15 ft. wide to 20 ft. wide, to improve maintenance access. Widening of this feature would result in replacement of an existing feature with a slightly larger footprint. This replacement of an existing structure qualifies for exemption under State CEQA Guidelines Section 15302.
Past field surveys conducted for the Feather River Levee Repair Project and recent site surveys have determined that there are no sensitive environmental resources along the fence/access corridor widening right-of-way (e.g., biological resources, cultural resources, scenic resources) other than several elderberry shrubs that could serve as habitat for the Valley elderberry longhorn beetle, a species listed as threatened by the U.S. Fish and Wildlife Service. However, the fence route has been adjusted to move around and avoid disturbance to these shrubs and widening the access corridor will not affect these shrubs. Installation of the Segment 3 Fence and access corridor widening will not result in any significant adverse environmental effects and does not trigger any exceptions to categorical exemptions per CEQA Guidelines Section 15300.2.
Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) Three Rivers Levee Improvement Authority
1114 Yuba Stree, Suite 218
Marysville, CA 95901

County Clerk
County of Yuba
915 8th Street, Suite 107
Marysville, CA 95901

Project Title: Segment 3 Fence and Toe Access Corridor Widening

Project Location - Specific:
Feather River, Unit 2 Levee Mile 0.0 to 1.0 and Yuba River, Unit 1 Levee Mile 2.1 to 2.2. Also see Attachment A.

Project Location – City: SE of Marysville
Project Location – County: Yuba

Description of Nature, Purpose and Beneficiaries of Project:
See Attachment A for further detail. Adjacent parcel owners have encroached onto lands owned by the Sacramento San Joaquin Drainage District along the east levee of the Feather River, Unit 2 from Levee Mile (LM) 0.0 to 1.0 and the south levee of the Yuba River, Unit 1 from LM 2.1 to 2.2. Three Rivers Levee Improvement Authority (TRLIA) will widen the toe access corridor and construct a 6-foot high fence along the true right of way.

Name of Public Agency Approving Project: Three Rivers Levee Improvement Authority

Name of Person or Agency Carrying Out Project: Three Rivers Levee Improvement Authority

Exempt Status: (check one)
☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Existing Facilities, Section 15301(f) and 15302
☐ Statutory Exemptions. State code number:

Reasons why project is exempt:
See Attachment A for further information. CEQA Guidelines Section 15301(f) exempts the addition of safety or health protection devices in conjunction with existing structures, facilities, mechanical equipment, or topographical features. TRLIA proposes to construct a chain-link fence that would prohibit encroachments onto the existing levees and widen an existing access corridor. Illegal encroachments onto the levee could interfere with levee maintenance activities, jeopardize the efficacy of the levee, and pose safety hazards for adjacent residents. Because the fence is a safety device which would be added to an existing levee and the widened corridor is an existing structure, installation of the fence and widening of the corridor is exempt from further CEQA review under State CEQA Guidelines Section 15301(f) and 15302.

Lead Agency
Contact Person: Paul Brunner
Area Code/Telephone/Extension: 530-749-5679

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: ________________________ Date: ______________ Title: ________________________
☐ Signed by Lead Agency
☐ Signed by Applicant
Date received for filing at OPR: ________________________

Revised 2005
February 21, 2012

TO: Three Rivers Levee Improvement Board of Directors
FROM: Paul Brunner, Executive Director
       Scott McElhern, Esq., Special Counsel
       Jamie Guillen, Relocation Consultant

SUBJECT: Consider Adopting a Relocation Impact Statement and Last Resort Housing Plan for the Upper Yuba Levee Improvement Project

______________________________

RECOMMENDATION:

Staff recommends that the Board of Directors adopt the attached Relocation Impact Statement and Last Resort Housing Plan for the Upper Yuba Levee Improvement Project.

BACKGROUND:

The Three Rivers Levee Improvement Authority ("TRLIA") is in the process of improving and repairing 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 generally 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 Levee Improvement Project ("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 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 Hayes’ Country Village RV Park ("Park") is approximately 34,848 square feet and is
improved with one Single Family Residence ("SFR"), 13 Recreational Vehicle ("RV") parking spaces, and storage areas. The Park is located at 831 N. Beale Road, Marysville, California between State Route 70 and Shad Road on the land side of the levee. The Park currently has 9 owner-occupied RVs and 2 tenant-occupied RVs, tenants occupying the SFR, and 3 non-residential occupants that store personal property at the Park, one of which is an Investment Property Owner (also known as an Absentee Landlord). In order to construct the Project, it will be necessary to acquire a portion of the Park, and some or all of the occupants of the Park may be required to move as a result of the Project. The Board is therefore required to adopt a Relocation Plan prior to causing the displacement of the occupants.

A draft Relocation Impact Statement and Last Resort Housing Plan for the Upper Yuba River Levee Improvement Project ("Relocation Plan") was published on the TRLIA website on January 17, 2012, and has been available for public review and comment 30 days prior to the Board’s February 21, 2012 meeting as required by law. As of February 15, 2012, only the State of California Department of Water Resources had provided comments on the Relocation Plan, and those comments were incorporated into the final Relocation Plan. Staff will report any additional public comments to the Board at the meeting.

DISCUSSION:

In November of 2010, TRLIA approved a Relocation Assistance Plan related to the displacement of a mobile home located at 6519A Griffith Avenue, Marysville, California due to the Project. TRLIA has been providing relocation assistance and benefits to the displaced persons of this property over the last year.

However, a recent United States Army Corp of Engineers review of the RD 784 levees found a levee slope erosion scarp and possible stability issue between State Route 70 and Shad Road on the land side levee slope. A review of the right of way adjacent to the toe of the levee along the erosion area showed major encroachments on the levee. Further investigation found that the existing levee toe extends beyond the existing levee right of way. In addition, a retaining wall was constructed by the property owner (on his property), cutting into the levee in order to create RV plots. Trees were planted behind the retaining wall on the levee slope, and have grown over 40 feet tall.

As part of the Project, the engineering team is recommending fixing the erosion problem, and that the trees and retaining wall be removed. A 20 foot toe access corridor is also recommended for long term operation and maintenance. These Project improvements impact only the Park located at 831 N. Beale Road, Marysville, California.

The Relocation Plan before the Board on February 21, 2012 considers only the impact of the Project on the Park at 831 N. Beale Road, Marysville, California, and it does not re-address properties already described in previous Statements or Relocation Assistance Plans.

The affected occupants have not yet received Notices of Eligibility for Residential Relocation Assistance. The affected occupants will not be required to vacate the Park until at least 90 days after a Notice to Vacate is issued. Advanced planning by means of a Relocation Plan plays an important role in ensuring that occupants are able to successfully relocate in a timely manner.

Upon determining that some or all of the occupants of the Park 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 Relocation Plan. ARWS staff met with many Park occupants to determine household characteristics and specific replacement housing needs. In addition to meeting with the occupants, ARWS staff conducted market research to ascertain the availability of comparable replacement homes and RVs 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;
- An analysis of properties that may serve as replacement sites for the residential and non-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 the affected occupants, and a commitment to comply with State laws and regulations, including 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 Relocation Plan describes the benefits that the impacted occupants will receive. A general summary of these benefits is set forth below.

- Relocation Advisory Assistance to assist displaced occupants in identifying available replacement properties in the community, understanding available benefits under the Relocation Assistance Program, and filing claims for payment.
- Moving Expense Payments for Residential Occupants to reimburse displaced occupants for moving costs and certain related expenses incurred in moving.
- Moving Expense Payments for Non-Residential Occupants to reimburse displaced non-residential occupants for the actual reasonable costs related to moving personal property.
- Replacement Housing Payments to help eligible residential owner-occupants or tenant-occupants with increased housing costs for comparable housing. Replacement Housing Payments may include Rent Differential Payments for any increase in rent during the 42-month period following displacement. For owner-occupants, Replacement Housing Payments may include a Price Differential Payment, Mortgage Differential Payment, and Incidental Expense Payment for the cost to purchase a replacement home if an RV cannot be moved.
- Moving and Reestablishment Expense Payments for the Investment Property Owner
may be available to reimburse for moving personal property, searching expenses for a replacement business site, and related expenses to reestablish the business.

The actual amount of monetary relocation benefits the displaced persons ultimately receive will depend in part on choices they make and whether the RVs are moveable or accepted in other RV Parks. The Relocation Plan estimates for budgeting purposes that the most probable cost to permanently relocate all of the occupants at the Park would be $345,000, but that it could be as high as $617,000.

**FISCAL IMPACT:**

Funding for this item is included within TRLIA’s approved budget for the Project. 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.
FINAL
Relocation Impact Statement and Last Resort Housing 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.

February 2012
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APPENDIX

Maps of Project Area
General Information Notice and Relocation Impact Statement and Last Resort Housing Plan Letter
Relocation Assistance Handbook
Review of the Draft Relocation Impact Statement and Last Resort Housing Plan Letter
Summary of Comments in Response to Draft Relocation Impact Statement and Last Resort Housing Plan
I. EXECUTIVE SUMMARY

The Three Rivers Levee Improvement Authority ("TRLIA") is proposing to acquire a portion of the property located at 831 N. Beale Road in the City of Marysville (the "Property") to allow for construction of the Upper Yuba Levee Improvement Project ("Project"). The Project will increase the Linda area's protection against flooding by upgrading several miles of the Yuba River South Bank Levee to meet current standards for resistance to under seepage. The Property consists of one Single Family Residence ("SFR"), 13 Recreational Vehicle ("RV") parking spaces, and storage areas. Although only a portion of the spaces are impacted by the area proposed for acquisition, all occupants of the Property may be required to move as a result of the Project. The Property is also known as Hayes' Country Village, ShadPad RV Park, and Nathans RV Park.

Associated Right of Way Services, Inc. ("AR/WS") has prepared and will administer this Relocation Impact Statement and Last Resort Housing Plan ("the Statement"), under the direction of TRLIA. The purpose of the Statement is to (a) describe the Project, its schedule, and its financing plan; (b) identify the impact that the proposed acquisition may have on the occupants of the Property; (c) identify the availability of potential replacement sites; and (d) explain the Relocation Assistance Program.

In November of 2010, TRLIA approved a Relocation Assistance Plan related to the displacement of a mobile home located at 6519A Griffith Avenue, Marysville, California due to the Project. TRLIA has been providing relocation assistance and benefits to the displaced persons of this property over the last year.

This Statement considers the impact of the property at 831 N. Beale Road, Marysville, California only and it does not re-address properties already described in previous Statements or Relocation Assistance Plans.

This Statement provides the results of a needs assessment survey, a housing resource study, and details of TRLIA's proposed relocation program. This Statement sets forth policies and procedures necessary to conform with statues and regulations established by the California Government Code Section 7260 et seq. and corresponding guidelines found in the California Code of Regulations, Title 25, Section 6000, et seq. ("the governing regulations"). This Statement was circulated for a 30-day public review and comment period and will be presented to TRLIA's Board for review and adoption on February 21, 2012. No displacement activities will take place prior to the required reviews and approval of this Statement.

There is a potential for the application of Federal funds; therefore, instances where one set of rules (State or Federal) provides a greater benefit, TRLIA will follow the rules with the greater benefits for displaced persons.

This Statement addresses the specific replacement site needs of residential and non-residential occupants that may need to relocate. The housing research conducted for this Statement has demonstrated that there are an adequate number of available housing units in the Marysville area and surrounding communities to accommodate the needs of the residential occupants that may need to permanently relocate. This Statement has also demonstrated that there are an adequate number of storage replacement sites for the non-residential occupants. TRLIA will need to provide
advisory and monetary assistance to allow the residential occupants to secure and move to comparable replacement residential dwellings and non-residential occupants to secure and move to available storage facilities and/or reestablish a business.

**Relocation Impact**

The Property consists of one SFR, 13 RV parking spaces, and one storage area. The Property is approximately 34,848 square feet. The SFR is a two-bedroom, two bath unit that was recently remodeled and has a living area of approximately 1,184 square feet, including a finished garage. The RV parking spaces each include an area for the RV and two additional vehicles, and some also have storage areas. As a result of the acquisition of the Property, there may be up to 15 potential permanent displacements. The following table summarizes residential and non-residential occupants:

<table>
<thead>
<tr>
<th></th>
<th>Residential</th>
<th>Non-Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant-Occupied SFR</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Owner-Occupied RVs</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Tenant-Occupied RVs</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Storage Areas (Personal Property Only)</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Investment Property Owner (Absentee Landlord)</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**Tenant-Occupied SFR:** These residential occupants would be entitled to Advisory Assistance, Moving Expenses, and a Replacement Housing Payment in the form of a Rent Differential Payment for any increase in rent for a comparable replacement dwelling available for rent for a 42-month period.

**Owner-Occupied RVs:** Ideally, the RV owner-occupants would find available RV spaces in other parks and the RVs would be moved to those respective RV parks. The RV owner-occupants would be entitled to Advisory Assistance, Moving Expenses, and a Rent Differential Payment for any increase in space rent. However, if an RV is not moveable or accepted in another RV park, then TRLIA may need to appraise and make an offer to purchase and acquire the RV. Under this scenario, the RV owner-occupant would be presented with an offer based on the appraised fair market value of the RV through TRLIA’s acquisition process and under TRLIA’s relocation assistance program, the RV owner-occupant would be entitled to Advisory Assistance, Moving Expenses, and the following Replacement Housing Payments: a Rent Differential Payment for any increase in space rent, a Price Differential Payment for the difference between the value of the RV acquired by TRLIA and the value of a comparable RV available for sale, and an Incidental Expense Payment for fees related to the purchase.

**Tenant-Occupied RVs:** These residential occupants would be entitled to the same benefits as the tenant-occupied SFR.

**Storage Area (Personal Property Only):** These non-residential occupants would be entitled to Advisory Assistance and Moving Expenses only.

**Investment Property Owner:** This non-residential occupant, also referred to as “absentee landlord”, would be entitled to Advisory Assistance, Moving Expenses, and Reestablishment Expenses.
Advisory Assistance, Moving Expenses, Replacement Housing Payments, and Reestablishment Expenses are described in further detail under Section III. Relocation Assistance Program of this Statement.

Project Scheduling

TRLIA is in the process of appraising the Property. An offer has not yet been made to the Property Owner. TRLIA desires to have possession of the property by August of 2012. It is anticipated that construction will begin in August of 2012.

Project Funding

The Project, including costs for property acquisition and provision of relocation assistance, is being funded through a combination of local and State funds. There is potential for the application of Federal funds at a later date.

Project Assurances

TRLIA is committed to providing relocation assistance to 1) all residential occupants in legal occupancy for 180 consecutive days immediately preceding initiation of negotiation with the Property owner if a residential occupant owns an RV; 2) all residential occupants in legal occupancy for 90 consecutive days immediately preceding initiation of negotiations with the Property owner if a residential occupant rents a SFR or RV; and 3) all non-residential occupants in legal occupancy for 90 consecutive days immediately preceding initiation of negotiations with the Property owner if a non-residential occupant rents storage space.

All persons displaced as a result of an acquisition by TRLIA shall receive fair and equitable treatment.

- No residential or non-residential 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 comparable 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.
- When feasible, following TRLIA’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, (2) a Notice of Eligibility which confirms eligibility for Relocation Assistance, and (3) 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 residential 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. Replacement Housing Payments for residential occupants will be based on TRLIA’s Housing Valuation Survey and “spend to get” requirements. The Housing Valuation Study will be prepared when and if an offer is presented to the Property owner.

• Benefits and payments will be provided as required by governing regulations.

• TRLIA’s appraisal, acquisition, and relocation assistance programs are adequate to provide orderly and timely relocation of all persons to be displaced.

• TRLIA will appraise and make an offer to purchase owner-occupied RVs that cannot be moved due to poor condition of the RV, space availability, and/or denial of entrance by park owners at other RV or Mobile Home Parks. TRLIA understands that time to appraise and acquire units will be required.

• TRLIA will have the necessary funds to pay all required moving costs, replacement housing payments, reestablishment expenses, and other relocation benefits, including excess payments under TRLIA’s Last Resort Housing Program. All relocation benefits will be offered and administered by TRLIA.
II. ASSESSMENT OF NEEDS

In order to determine the project impact and the feasibility of relocating residential occupants into the surrounding community, personal interviews were conducted with the heads of household for 11 of the 12 impacted residential households in December 2011. The intent of the interview was to determine the number of residential occupants, the residential occupants’ household size, income, and relocation needs, and to inform occupants 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 relocation assistance program. In addition, general household information was gathered from the property owner and property manager. Available housing information was gathered through research of area newspapers, property management companies, and internet research sites.

For purposes of this Statement, a RV is defined as “a van or utility vehicle used for recreational purposes, as camping, and often equipped with living facilities” (www.Dictionary.com). RVs are categorized as motorized RVs (motor homes) and towable RVs (travel trailers, fifth-wheel trailers, and truck campers). Motorized RVs are distinguished as Class A, B, or C (www.RV-coach.com). Living facilities include small kitchen and dining areas, a bathroom, and bedroom or separate sleeping area. A mobile home is defined as “originally, a trailer pulled behind a car or truck cab. Now includes large homes which are not truly mobile, but are constructed in the same manner as trailers, as opposed to conventional onsite construction” (IRWA, The Real Estate Dictionary). None of the subject RVs were reported to have slide outs or considered mobile homes.

Residential Occupant Characteristics

There are a total of 18 occupants living in the 12 occupied units. All households reported these units are their permanent residences and are occupied full-time. (Documentation to verify permanent full-time residency will be required to determine eligibility for TRLIA’s Relocation Assistance Program if/when the proposed Project proceeds.) Although each household’s characteristics are unique, some general occupant and household characteristics can be helpful in understanding the housing needs of the occupants. Therefore, some general characteristics are listed below:

<table>
<thead>
<tr>
<th>Age of Occupants</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Occupants 55 Years of Age and Over</td>
<td>6</td>
</tr>
<tr>
<td>Number of Occupants between 18 and 54 Years of Age</td>
<td>9</td>
</tr>
<tr>
<td>Number of Occupants Younger Than 18 Years of Age</td>
<td>2</td>
</tr>
<tr>
<td>Number of Occupants with Age Unknown</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Housing Units:</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-Bedroom SFR</td>
<td>1</td>
</tr>
<tr>
<td>Motor Home</td>
<td>3</td>
</tr>
<tr>
<td>Travel Trailer</td>
<td>8</td>
</tr>
<tr>
<td>Total Number of Occupied Housing Units</td>
<td>12</td>
</tr>
</tbody>
</table>
• **Locational Needs.** The majority of the households reported that they enjoyed the convenient location of the Property and its close proximity to public facilities and public transportation, as well as the secluded nature of the Property. One household reported that they rely on public transportation. A Relocation Advisor will work with the household to identify available, comparable replacement housing that is equally accessible to public facilities and public transportation.

• **Household Income.** During the process of interviewing each household for this Statement, an attempt was made to obtain as much information as possible regarding the household's income. If provided, certified household income information will be used in calculating actual replacement housing payments for all households. The governing regulations state that a household should not pay more than 30% of their adjusted gross monthly income for rent and average cost of utilities. If it is determined that a household is low income by governing regulations, TRLIA may need to apply the Last Resort Housing Program so that rent for a comparable replacement site will not exceed 30% of the household’s adjusted gross monthly income. Not all household incomes were certified through the interview process; therefore, projections were made for these households for the purpose of this Statement. Overall, it appears most households have fixed or low incomes.

• **Current Rent.** The Property is currently renting at slightly below market rates. Rental rates for the RV spaces range from $200 to $350 and the two-bedroom unit rents for under $1,000; all rents include water, sewer, and garbage.

• **Overcrowded Conditions.** TRLIA has determined the following Housing Occupancy Standards pursuant to Yuba County Housing Department:

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>Maximum Number of Occupants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Home or Travel Trailer</td>
<td>2</td>
</tr>
<tr>
<td>One-Bedroom Unit</td>
<td>3</td>
</tr>
<tr>
<td>Two-Bedroom Unit</td>
<td>5</td>
</tr>
</tbody>
</table>

One of the households is currently living in an overcrowded condition based upon TRLIA's housing occupancy standards. In order to accommodate this overcrowded household, additional monetary assistance would need to be provided to secure a larger replacement property.

• **Language.** It was reported that all households speak English as their primary language. No other primary languages were identified during the interviews. However, if additional language assistance is required, TRLIA will make every attempt to communicate with those households and provide advisory assistance to secure a replacement site.
Special Circumstances. In some cases, special circumstances may need to be considered in the moving or relocation process that would result in additional Advisory Assistance. These circumstances may include, but are not limited to, occupants with physical, mental, or emotional limitations. Based on the interviews with the households, one special circumstance was identified. The Relocation Advisor will be available to meet with the household with special circumstances in their homes and will meet with family members if requested. In addition, the Relocation Advisor will consider accommodations needed in replacement housing for any special circumstances such as access and/or safety concerns.

A. Available Housing

A survey was conducted in December of 2011 to identify available housing units in the City of Marysville and surrounding communities, which include Yuba City and Olivehurst, and are assumed to be areas equal to or better than the Property. The survey focused on confirming the availability of housing units which meet the required number of bedrooms and size for Housing Occupancy Standards pursuant to the Yuba County Housing Department for the households. The following information is to provide a general idea of types and number of similar housing units available in the market. No determination has yet been made as to their direct comparability to the subject residential housing units. A direct comparison would be made as part of the relocation process for determination of Replacement Housing Payments if/when the proposed Project proceeds.

Single Family Residences Available

The survey indicated that in the Marysville area there is a limited availability of two-bedroom SFRs for rent; therefore, the search was expanded to include three-bedroom SFRs. One two-bedroom SFR or one three-bedroom SFR would be required to adequately relocate the one tenant-occupied SFR.

Rent for two-bedroom SFRs ranges from $950 to $1,000. The average rental rate for a two-bedroom SFR is $975 per month. Only two two-bedroom SFRs were available during the survey period.

Rent for three-bedroom SFRs ranges from $950 to $1,200. The average rental rate for a three-bedroom SFR is $1,078 per month. Seven three-bedroom SFRs were available during the survey period.

In summary, the survey indicated that there is a sufficient amount of housing units available to accommodate the one tenant-occupied SFR being displaced. It is anticipated that during the displacement period, three-bedroom SFRs may be used as available and comparable replacement housing units. Since rental rates for available sites are higher than the current rent
being paid by the tenant-occupied household being displaced, the higher rent may not be affordable to this household and TRLIA’s Last Resort Housing Program may apply.

The following listed housing units are an example of comparable units that are available. No determination has yet been made as to their direct comparability to the subject SFR.

**Two-Bedroom SFRs Available for Rent**

<table>
<thead>
<tr>
<th>Address</th>
<th>Sq. Ft.</th>
<th>Bedroom/Bath</th>
<th>Rent</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1330 Johnson Avenue</td>
<td>1,140</td>
<td>2/2</td>
<td>$950</td>
<td>No pets; no smoking.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3034 Plumas Arboga Road</td>
<td>1,600</td>
<td>2/2</td>
<td>$1,000</td>
<td>Pets negotiable; on septic and well; need to fill propane tank for gas.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Three-Bedroom SFRs Available for Rent**

<table>
<thead>
<tr>
<th>Address</th>
<th>Sq. Ft.</th>
<th>Bedroom/Bath</th>
<th>Rent</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>797 Almond Avenue</td>
<td>1,300</td>
<td>3/2</td>
<td>$950</td>
<td>Pets negotiable; Section 8 considered.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5279 Aspen Way</td>
<td>1,208</td>
<td>3/2</td>
<td>$1,050</td>
<td>Pets negotiable; no smoking allowed.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1561 Catalpa</td>
<td>1,200</td>
<td>3/2</td>
<td>$1,200</td>
<td>Pets negotiable.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51 Toledo Street</td>
<td>1,300</td>
<td>3/2</td>
<td>$1,050</td>
<td></td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4704 Olivehurst Avenue</td>
<td>1,400</td>
<td>3/2</td>
<td>$1,050</td>
<td>No pets allowed.</td>
</tr>
<tr>
<td>Olivehurst, CA 95961</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1654 Oleander Drive</td>
<td>1,219</td>
<td>3/2</td>
<td>$1,100</td>
<td>Pets negotiable; no smoking allowed.</td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1824 Parkwood Drive</td>
<td>1,500</td>
<td>3/2</td>
<td>$1,150</td>
<td>No pets allowed; no smoking allowed.</td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Mobile Home Park Spaces Available

Assuming the subject RVs are moveable and accepted into other Mobile Home Parks, vacant RV spaces were researched.

The survey indicated that in the Marysville area and surrounding communities, there are at least five mobile home parks with over 52 available RV spaces for rent during the survey period. Space rent for the RV Spaces ranges from $250 to $550.

In summary, the survey indicated that there are sufficient RV spaces available for rent to accommodate the nine displaced RV owner-occupants. However, the survey also shows that four out of five Mobile Home Parks have income requirements; therefore, TRLIA’s Last Resort Housing Program may apply.

The following listed Mobile Home Parks are an example of comparable spaces that are available. No determination has yet been made as to their direct comparability to the Property.

Mobile Home Parks with Spaces Available for Rent
December 2011

<table>
<thead>
<tr>
<th>Address</th>
<th>Rent</th>
<th>No. of Available Spaces</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sutter Street Mobile Home Park</td>
<td>$250.00 -</td>
<td>3</td>
<td>+$67.00 for WSG</td>
</tr>
<tr>
<td>668 Sutter St</td>
<td>$265.00</td>
<td></td>
<td>2002 and newer models accepted; older models must pass inspection; 1 pet allowed (under 20lbs). Minimum monthly Income Requirement is $800 or a co-signer.</td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casa Mia</td>
<td>$381.10</td>
<td>3</td>
<td>WSG included.</td>
</tr>
<tr>
<td>2019 Hammonton Smartville Rd</td>
<td></td>
<td></td>
<td>Accepts most 1990s models; must pass visual inspection; 2 pets allowed (under 25lbs). Income Requirement 3 times rent.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverside</td>
<td>$290.00</td>
<td>4</td>
<td>+$54.58 for WSG</td>
</tr>
<tr>
<td>1099 Market St</td>
<td></td>
<td></td>
<td>Models older than 15 years must pass inspection; 2 pets allowed (under 20lbs). No set Income Requirements.</td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peach Mobile Home Park</td>
<td>$361.76</td>
<td>40</td>
<td>+$35.31 for WSG</td>
</tr>
<tr>
<td>5478 Arboga Rd</td>
<td></td>
<td></td>
<td>2000 and newer models accepted; older models must pass inspection; 2 pets allowed; pet contract required; breed restrictions. Income Requirement 3.5 times rent.</td>
</tr>
<tr>
<td>Olivehurst, CA 95961</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Villa Seville</td>
<td>$550.00</td>
<td>2</td>
<td>WSG included.</td>
</tr>
<tr>
<td>2295 McGowan Parkway</td>
<td></td>
<td></td>
<td>No year model restrictions; must be in &quot;Good Condition&quot;; 2 pets allowed. Income Requirement 3 times rent.</td>
</tr>
<tr>
<td>Olivehurst, CA 95961</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*WSG: W=Water, S=Sewer, G=Garbage
RVs Available

In the case that an existing owner-occupied RV cannot be moved due to poor condition of the RV, space availability, and/or denial of entrance by park owners at other RV or Mobile Home Parks, and therefore must be replaced, RVs for sale may be needed.

The survey indicated that in the Marysville area and surrounding communities, there are at least 13 RVs available for sale during the survey period. List prices for the units range from $4,300 to $11,500. Since the purchase price is likely to be higher than the value of the subject RVs, TRLIA's Last Resort Housing Program may apply.

The following is an example of units that are available for sale. No determination has yet been made as to their direct comparability to the subject RVs.

### RVs Available for Sale
**December 2011**

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Type</th>
<th>Year</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aljo</td>
<td>Warrior</td>
<td>MH</td>
<td>1991</td>
<td>$8,950</td>
</tr>
<tr>
<td>Layton</td>
<td>Toy Hauler</td>
<td>Trailer</td>
<td>1999</td>
<td>$5,500</td>
</tr>
<tr>
<td>Seabreeze</td>
<td>Trailer</td>
<td>1996</td>
<td>$8,500</td>
<td></td>
</tr>
<tr>
<td>Aljo</td>
<td>Trailer</td>
<td>1998</td>
<td>$4,300</td>
<td></td>
</tr>
<tr>
<td>Aljo</td>
<td>180 Lite</td>
<td>Trailer</td>
<td>2007</td>
<td>$9,900</td>
</tr>
<tr>
<td>Sportmaster</td>
<td>237TS</td>
<td>Trailer</td>
<td>2006</td>
<td>$11,500</td>
</tr>
<tr>
<td>Chevy</td>
<td>Travel Craft</td>
<td>MH</td>
<td>1993</td>
<td>$9,500</td>
</tr>
<tr>
<td>Alpenlite</td>
<td>Trailer</td>
<td>1986</td>
<td>$5,200</td>
<td></td>
</tr>
<tr>
<td>Winnebago</td>
<td>Class C</td>
<td>MH</td>
<td>1994</td>
<td>$9,700</td>
</tr>
<tr>
<td>Coachmen</td>
<td>Captiva</td>
<td>Trailer</td>
<td>2004</td>
<td>$9,900</td>
</tr>
<tr>
<td>Terry</td>
<td>M-30</td>
<td>Trailer</td>
<td>1999</td>
<td>$9,995</td>
</tr>
<tr>
<td>Sportsman</td>
<td>Trailer</td>
<td>1998</td>
<td>$9,999</td>
<td></td>
</tr>
</tbody>
</table>
Mobile Homes Available

No available RVs were found that could accommodate the overcrowded household due to housing occupancy standards; therefore, the search expanded to include mobile homes. The survey indicated that in the Marysville area and surrounding communities, there are approximately 20 mobile homes available for sale during the survey period. List prices for the units range from $15,000 to $80,000. Since the purchase price is likely to be higher than the value of the acquired RV, TRLIA's Last Resort Housing Program may apply.

In summary, the survey indicates that there are sufficient mobile homes available for sale to accommodate the overcrowded household.

The following is an example of units that are available for sale. No determination has yet been made as to their direct comparability to the subject RV.

<table>
<thead>
<tr>
<th>Address</th>
<th># of Available Units*</th>
<th>Bedroom/Bath</th>
<th>Price</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sutter Street Mobile Home Park</td>
<td>3</td>
<td>3/2 3/3</td>
<td>$21,000</td>
<td>1 Pet allowed (under 20lbs).</td>
</tr>
<tr>
<td>688 Sutter Street</td>
<td></td>
<td></td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Castlewood</td>
<td>2</td>
<td></td>
<td></td>
<td>2 Pets allowed.</td>
</tr>
<tr>
<td>6057 Griffith Avenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Villa Seville</td>
<td>1</td>
<td>2/1 Unknown</td>
<td>$15,000</td>
<td>By Villa Seville By Tenants 2 Pets allowed.</td>
</tr>
<tr>
<td>2295 McGowan Parkway</td>
<td>7-8</td>
<td>Unknown</td>
<td>$20,000-$30,000</td>
<td></td>
</tr>
<tr>
<td>Olivehurst, CA 95961</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Del Prado</td>
<td>3-4</td>
<td>Unknown</td>
<td>$20,000-$40,000</td>
<td>Existing New 55+ Age requirement. 1 Pet allowed (under 20lbs).</td>
</tr>
<tr>
<td>1695 Butte House Road</td>
<td>2</td>
<td>Unknown</td>
<td>$60,000-$80,000</td>
<td></td>
</tr>
<tr>
<td>Yuba City, CA 95993</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Country Village</td>
<td>2</td>
<td></td>
<td>$18,500-$20,500</td>
<td>1 Pet allowed (under 25lbs).</td>
</tr>
</tbody>
</table>
Studio and One-Bedroom Housing Units Available

No available RVs for rent were found, therefore, studio housing units were researched. The survey indicated that there is a limited availability of studio housing units in the Marysville area and surrounding communities; therefore, the search was expanded to include one-bedroom housing units.

The survey indicated that in the Marysville area there are eight studio or one-bedroom housing units available for rent; the search included studio and one-bedroom apartments and a triplex. Rent for studio and one-bedroom housing units range from $425 to $645. The average rental is $538 per month.

In summary, the survey indicated there is a sufficient amount of studio or one-bedroom housing units available to accommodate the two RV tenant-occupants displaced. Since the rental rates for the available sites are higher than the current rent being paid by the households being displaced, the higher rents may not be affordable to the households and TRLIA's Last Resort Housing Program may apply.

The following listed housing units are an example of comparable units that are available. No determination has yet been made as to their direct comparability to the subject property.

**Studio and One-Bedroom Housing Units Available for Rent**

<table>
<thead>
<tr>
<th>Address</th>
<th>Sq. Ft.</th>
<th>Bedroom/ Bath</th>
<th>Rent</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>River’s Bend Apartments</td>
<td>630</td>
<td>1/1</td>
<td>$623</td>
<td>Deposit $500. Income restrictions; income cannot exceed levels for all members, including children and expected children: 1 Person - $24,960; 2 Persons - $28,560; 3 Persons - $32,100. 1 Pet allowed (Under 20lbs.); $400 Pet Deposit.</td>
</tr>
<tr>
<td>1712 Sampson Street Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meadow Wood</td>
<td>680</td>
<td>1/1</td>
<td>$625-$645</td>
<td>Deposit $500. Pets negotiable; additional deposit for pets. Income Requirement 3 times rent.</td>
</tr>
<tr>
<td>1210 E 22nd Street Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2671 North Beale Road</td>
<td>625</td>
<td>1/1</td>
<td>$525</td>
<td>Deposit $600. Credit Check. Accepts Section 8. Pets negotiable.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>706 9th Street</td>
<td>Unknown</td>
<td>1/1</td>
<td>$575</td>
<td>Deposit $575. $25 Credit Check. Income Requirement; 3 Times Rent. No more than 2 People (2 Adult/baby okay). Pets negotiable, cat only.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>707 13th Street</td>
<td>Unknown</td>
<td>1/1</td>
<td>$485</td>
<td>Deposit $475. $25 Credit Check. Income Requirement; 3 Times Rent. Application Fee. Pets negotiable, cat only. No more than 2 people.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>804 Almond Street</td>
<td>Unknown</td>
<td>1/1</td>
<td>$475</td>
<td>Deposit $450. $25 Credit Check. Income Requirement; 3 Times Rent. Pets negotiable, cat only. 1-Year Lease. No more than 2 people.</td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>824 Oak Street Units F</td>
<td>800</td>
<td>Studio</td>
<td>$425</td>
<td>Deposit $400. $25 Processing fee per adult. Income requirement 3 times rent. Rental history important. No Pets Allowed.</td>
</tr>
<tr>
<td>Marysville, CA 95901</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. Temporary Housing

There is no anticipated need for temporary housing. Should such a need arise, TRLIA would respond appropriately and in conformance with governing regulations.

Non-Residential Occupant Characteristics

There are three non-residential occupants that store personal property onsite. Two non-residential occupants are currently storing personal property in RV designated spaces. One non-residential occupant has storage in an enclosed area approximately 1,200 square feet.

A. Available Storage Sites

The survey indicated that in the Marysville area and surrounding communities, there are at least five storage facilities with available storage units for rent during the survey period. Rental rates for storage units range from $20 to $290.

The following is an example of units that are available for rent.

### Storage Units Available for Rent

**December 2011**

<table>
<thead>
<tr>
<th>Name</th>
<th>Unit Size</th>
<th>Square Feet</th>
<th>Rate</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Erle Road Self Storage</strong></td>
<td>5x5 - 15x40</td>
<td>25 - 600</td>
<td>$36.75</td>
<td>Monthly Rate excludes one time administrative fee of $15. Video Surveillance. Individual Door Alarms. Fire Sprinklers in Every Unit. Computer Controlled Security Gates. Month-to-Month Rental Agreement. On-Site Resident Manager. Gate Hours: 6:00 am - 8:00pm</td>
</tr>
<tr>
<td><strong>American Self Storage</strong></td>
<td>5x5 - 8x40</td>
<td>25 - 320</td>
<td>$35 - $190</td>
<td>Well-lit. Video Surveillance. Ground Level Units with wide aisles. Extended access hours; 365 days a year access. Gate Hours: 6:00 am - 9:00 pm</td>
</tr>
<tr>
<td><strong>Best Choice Self Storage II</strong></td>
<td>5x5 - 12x40</td>
<td>50 - 1,020</td>
<td>$20 - $240</td>
<td>Drive-up Access. Electronic Gate Access. Fenced/Walled Perimeter. Ground Level Units. Gate Access 7 days a week. Locks available. 24 Hour Video Surveillance. RV &amp; Boat Storage (No Outdoor, but Indoor Units Avail.) Gate Hours: 6:00 am - 9:00 pm</td>
</tr>
<tr>
<td><strong>Best Choice Self Storage I</strong></td>
<td>5x5 - 10x40</td>
<td>25 - 400</td>
<td>$20 - $198</td>
<td>Drive-up Access. Electronic Gate Access. Fenced/Walled Perimeter. Ground Level Units. Gate Access 7 days a week. Locks available. 24 Hour Video Surveillance. Gate Hours: 6:00 am - 9:00 pm</td>
</tr>
<tr>
<td></td>
<td>12x30 - 12x40</td>
<td>360 - 480</td>
<td>$35 - $40</td>
<td></td>
</tr>
<tr>
<td><strong>Greater American Self Storage</strong></td>
<td>5x5 - 12x40</td>
<td>25 - 480</td>
<td>$27.50</td>
<td>Video Surveillance. Individual Door Alarms. Computer Controlled Security Gates. Gate Hours: 7:00 am - 7:00 pm</td>
</tr>
<tr>
<td></td>
<td>12x25 - 12x30</td>
<td>300 - 360</td>
<td>$58 - $64</td>
<td></td>
</tr>
</tbody>
</table>
Concurrent Displacement

Currently there are no other proposed displacing activities within TRLIA's jurisdiction which would impact upon the ability to relocate the displaced persons.

Relocation Cost Estimate

The following estimates are for budgeting purposes only. These figures should not be interpreted as firm, "not to exceed", or actual entitlement costs. These figures are based on data obtained through occupant interviews, 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, RVs, or payments to consultants have been included herein.

<table>
<thead>
<tr>
<th>Cost to Permanently Relocate 15 Displacees:</th>
<th>Most Probable Cost</th>
<th>High Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$345,000</td>
<td>$617,000</td>
</tr>
</tbody>
</table>
III. RELOCATION ASSISTANCE PROGRAM

This portion of the Statement summarizes TRLIA's Relocation Assistance Program as it pertains to the occupants of 831 N. Beale Road 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 Statement 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 TRLIA.

Conditional Entitlement Letter. A written notice provided by TRLIA to eligible residential occupants of real property, stating their entitlement to receive a Replacement Housing Payment upon completion of a Housing Valuation Study.
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.
- 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 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.

Displaced Person. Any lawful person (individual, family, partnership, association or corporation) who moves from real property, or moves personal property from real property, as a direct result of TRLIA’s written notice of intent to acquire, the initiation of negotiations for, or the acquisition of real property, in whole or in part, for the Project.

Housing Valuation Study. A study prepared by Associated Right of Way Services, Inc. (AR/WS) and approved by TRLIA, describing the maximum replacement housing payment available to eligible residential owner- and tenant-occupants based on comparable replacement dwellings.

Notice of Eligibility. A written notice provided by TRLIA to residential and non-residential occupants of real property at the time TRLIA makes an offer to the property owner to purchase the property, describing the types of assistance available to the occupants.

Notice to Vacate. A written notice provided by TRLIA to occupants of real property that TRLIA plans to acquire or has acquired, informing the occupants that they must move from the property within 90 days.

Personal Property. Property that can be moved from real property without damaging the real property or the property moved, including furniture, fixtures and equipment and other movable objects.
Three Rivers Levee Improvement Authority. The Three Rivers Levee Improvement Authority (TRLIA) is a joint powers agency established by the County of Yuba and Reclamation District 784 to finance and construct levee improvements in south Yuba County. TRLIA has contracted with AR/WS to administer its Relocation Assistance Program.

Unlawful Occupant. A person who occupies without property right, title or payment of rent, or a person legally evicted, with no legal rights to occupy a property under state law. An occupant is considered to be in unlawful occupancy if the occupant has been ordered to move by a court of competent jurisdiction or if the occupant’s tenancy has been lawfully terminated by the owner for cause, the tenant has vacated the premises, and the termination was not undertaken for the purpose of evading relocation assistance obligations.

Governing Regulations

TRLIA 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 law and guidelines:

Law: California Relocation Assistance Law, California Government Code Section 7260 et seq.

Guidelines: California Code of Regulations, Title 25, Section 6000, et seq.

There is a potential for the application of Federal funds; instances where one set of rules (State or Federal) provides a greater benefit, TRLIA will follow the rules with the greater benefits for displaced persons.

Summary of Relocation Assistance Program Benefits

A. Relocation Advisory Assistance

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 TRLIA 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 (to be approved by TRLIA). 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 TRLIA 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 governing regulations.

• 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 TRLIA. 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 TRLIA. The Relocation Advisor shall also deliver relocation payments to the occupants or to their assignee.

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

• The Relocation Advisor shall inspect each replacement site for residential occupants 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.
B. Moving Expense Payments for Residential Occupants

Residential occupants are entitled to reimbursement of moving costs and certain related expenses incurred in moving. Residential occupants may choose to be paid on the basis of: 1) Actual Reasonable Moving Costs and Related Expenses, 2) Fixed Moving Cost Schedule, or a combination of both, based on circumstances.

1) Actual Reasonable Moving Costs and Related Expenses: These may include the reasonable costs for:

a. Transportation of persons and property not to exceed a distance of 50 miles from the site from which displaced, except where relocation beyond such distance of 50 miles is justified.

b. Packing, crating, unpacking and uncrating personal property.

c. The cost of disconnecting, dismantling, removing, reassembling, reconnecting and reinstalling personal property including connection charges imposed by public utilities for starting utility service (e.g., telephone and cable TV).

d. Such storage of personal property, for a period generally not to exceed 12 months, as determined by TRLIA to be necessary in connection with relocation.

e. Insurance for the replacement value of personal property during the move and necessary storage.

f. The replacement value of property lost, stolen, or damaged in the move (but not through your neglect) if insurance is not reasonably available.

Any costs incurred must be documented; receipts are required for reimbursement of expenses. Residential occupants may choose to have a professional moving company move their personal property from their home to their replacement site. TRLIA will pay actual moving expenses based on the lower of at least two acceptable moving bids from qualified professional moving carriers. If a household chooses this option, a professional moving company may be paid directly by TRLIA to perform the move.

2) Fixed Moving Cost Schedule: The amount of the payment is based on the number of rooms in the home. The schedule is designed to include all of the expenses such as temporary storage, transportation of personal property, and utility hook ups.

<table>
<thead>
<tr>
<th>Occupant Owns Furniture</th>
<th>Occupant Does Not Own Furniture</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of Rooms of Furniture</strong></td>
<td><strong>1 room</strong></td>
</tr>
<tr>
<td>1 room</td>
<td>$825</td>
</tr>
</tbody>
</table>
C. Moving Expense Payments for Non-Residential Occupants

Non-Residential occupants are entitled to reimbursement of the following Actual Reasonable Moving Costs and Related Expenses:

1) Transportation of persons and property not to exceed a distance of 50 miles from the site from which displaced, except where relocation beyond such distance of 50 miles is justified.

2) Packing, crating, unpacking and uncrating personal property.

3) The cost of disconnecting, dismantling, removing, reassembling, reconnecting and reinstalling personal property.

4) Such storage of personal property, for a period generally not to exceed 12 months, as determined by TRLIA to be necessary in connection with relocation.

5) Insurance for the replacement value of personal property during the move and necessary storage.

6) The replacement value of property lost, stolen, or damaged in the move (but not through your neglect) if insurance is not reasonably available.

Investment Property Owners are also eligible for a payment in an amount not to exceed $1,000, in searching for a replacement business site.

D. Replacement Housing Payments for Residential Occupants

For Tenants and Certain Others

Having occupied the property (either as a tenant or an owner) for 90 or more consecutive days immediately preceding the initiation of negotiations between TRLIA and the Property owner, tenant-occupants may be eligible for a Replacement Housing Payment in the form of a Rent Differential Payment. A Housing Valuation Study for each type of housing unit to determine the cost of a comparable replacement dwelling will be conducted. Each household will receive a Conditional Entitlement Letter that describes the entitlement amount and comparable replacement dwelling. The Rent Differential Payment is for a 42-month period up to $5,250* to assist in renting or buying a DS&S comparable replacement dwelling. This payment is based on any increased rent for a comparable replacement dwelling. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" for the present home from the cost of rent and utilities for the new home (or a comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount of entitlement. This amount will be paid directly to the tenant-occupant or the tenant-occupant's designee. TRLIA will provide the assistance in periodic or lump sum payments, except in circumstances where periodic payments are appropriate. Generally, the base monthly rent for the present home is the lesser of: (1) the monthly rent and average monthly cost for utilities or (2) thirty (30%) percent of adjusted gross monthly household income.
Examples: Let's say that the monthly rent and average cost for utilities for the present home are $250; the monthly rent and estimated average utility costs for a comparable replacement home are $350; and the monthly gross income is $700. In this case the "base monthly rent" would be $210 because 30% of the adjusted gross monthly household income is less than the monthly cost of rent and utilities at the present home ($250).

- If a replacement home for $360 per month is rented, including estimated average monthly utility charges, the entitlement would be $5,880. That amount is 42 times $140 (the difference between the "base monthly rent" for the present home ($210) and the cost for a comparable replacement home ($350)).

- If a replacement home for $310 per month is rented, including estimated average monthly utility charges, the entitlement would be $4,200. That amount is 42 times $100 (the difference between the "base monthly rent" for the present home ($210) and the actual cost of the new home ($310)).

To be eligible for this Replacement Housing Payment:

- Tenant-occupants must have lived in the unit 90 consecutive days immediately preceding the initiation of negotiations between TRLIA and the Property owner;

- Tenant-occupants must rent and occupy a decent, safe, and sanitary replacement dwelling within 18 months from the vacancy date or tenant-occupants must purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the vacancy date. The new dwelling must be inspected by a representative of TRLIA before TRLIA can make any payments other than for moving costs. The DS&S housing inspection should take place prior to any obligation to rent or purchase a replacement housing property.

- Tenant-occupants are residing in a decent, safe, and sanitary private dwelling when the payment is made.

- Tenant-occupants must submit a claim for payment within 18 months of the vacancy date.

The Rent Differential Payment may be applied towards the down payment and/or non-recurring closing costs for the purchase of a DS&S replacement dwelling.

Owner-occupants who decide to rent may also be eligible for rent differential payments.

*Note: See Last Resort Housing Program
For RV Owner-Occupants

Having occupied the property for 180 or more consecutive days immediately preceding the initiation of negotiations between TRLIA and the Property owner, RV owner-occupants may be eligible for a Replacement Housing Payment in the form of a Rent Differential Payment for any increase in space rent up to $5,250* as described above under Replacement Housing Payments For Tenants and Certain Others.

If an RV cannot be moved due to poor condition of the RV, space availability, and/or denial of entrance by park owners at other RV or Mobile Home Parks, and TRLIA makes an offer to purchase and acquire the RV under TRLIA's acquisition process, then the RV owner-occupant may also be eligible for a Replacement Housing Payment in the form of a Price Differential Payment, Mortgage Differential Payment, and Incidental Expense Payment, for a total payment up to $22,500*. This is a separate and additional payment over the amount received from TRLIA for the purchase of the existing RV.

This payment can include the following:

- **Price Differential.** If the cost of replacement housing exceeds the amount TRLIA pays for the existing RV, RV owner-occupants may be eligible for a payment to cover the difference. A Housing Valuation Study will be conducted to determine the cost of a comparable replacement dwelling. Each household will receive a Conditional Entitlement Letter that describes the entitlement amount and comparable replacement dwelling so that RV owner-occupants will know in advance how much assistance they may receive. The replacement housing unit must be decent, safe, and sanitary.

If the purchase price is less than the cost of a comparable replacement home, the payment will be limited to the actual difference. If it exceeds the cost of a comparable replacement home, the payment will be based on the cost of a comparable home.

**Examples:** Let's say that TRLIA pays $120,000 to purchase the home and that a comparable replacement home costs $130,000.

- If $129,000 is paid for the replacement home, the entitlement amount would be $9,000 (the difference between TRLIA's payment for the acquisition of the existing home ($120,000) and the actual cost of the replacement home ($129,000)).
- If $132,000 is paid for the replacement home, the entitlement amount would be $10,000 (the difference between TRLIA's acquisition payment ($120,000) and the cost of a comparable replacement home ($130,000)).
• Mortgage Differential. This amount covers the "present value" of the additional costs required to finance the purchase of a replacement home that result if the interest rate for a new mortgage is higher than the interest rate on the existing mortgage. It also covers other debt service costs. The payment is based on the lesser of: the mortgage balance on the present home or the new mortgage amount. To be eligible, the current mortgage must have been a valid lien for at least 180 days before TRLIA's first written purchase offer for the home. To our knowledge there are no existing mortgages or loans on the owner-occupied RVs.

• Incidental Expenses. This amount covers those extra costs typically charged when one buys real property, such as the cost of preparing the deed and recording fees; the cost of title insurance, revenue stamps and transfer taxes (not to exceed the cost for comparable replacement housing); loan application, loan origination and appraisal fees; the cost of a credit report; and for other costs such as certification of structural soundness, home inspection and termite inspection. It does not cover prepaid expenses, such as property taxes and insurance.

To be eligible for Replacement Housing Payments:

• Owner-occupants must have owned and lived in the property for not less than 180 consecutive days immediately prior to the initiation of negotiations for the acquisition of the property.

• Owner-occupants must purchase and occupy a DS&S replacement dwelling within one year following displacement. The new dwelling must be inspected by a representative of TRLIA before TRLIA can make any payments other than for moving costs. A DS&S housing inspection should be made before owner-occupants are obligated to buy the replacement housing property.

• Owner-occupants must submit a claim for the Replacement Housing Payment within 18 months of the vacancy date.

*Note: See Last Resort Housing

E. Reestablishment Expense Payment for Non-Residential Occupants

A small business of not more than 500 employees, shall be entitled to actual and reasonable reestablishment expenses, not to exceed $10,000.00. Reestablishment expenses shall be only those expenses that are reasonable and necessary and include, but are not limited to repairs or improvements to the replacement property as required by Federal, State or local law, code or ordinance; modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business; construction and installation costs for exterior signing to advertise the business; provision of utilities from right-of-way to improvements on the replacement site; redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting; licenses, fees and permits when not paid as part of moving expenses; feasibility surveys, soil testing and marketing studies; advertisement of replacement location; professional services in connection with the purchase or lease of a replacement site; estimated increased costs of operation during
the first 2 years at the replacement site; and impact fees or one-time assessments for anticipated heavy usage and other items essential to the reestablishment of the business.

**Last Resort Housing Program**

Whenever comparable replacement dwellings are not available, or are not available within the maximum Replacement Housing Payment of $22,500 for Eligible Residential Owner-Occupants or $5,250 for Eligible Tenant-Occupants, TRLIA is required to provide additional or alternative assistance under the governing regulations Last Resort Housing provisions to provide such necessary replacement housing or TRLIA must modify, suspend, or terminate the Project.

Last Resort Housing is a program that allows for the implementation of certain regulations to ensure that comparable replacement housing is available within the financial means of the displaced person. TRLIA may choose to provide Last Resort Housing assistance to qualified displaced persons in a number of ways:

- Provide supplemental funds in excess of the $22,500 and $5,250 limits to allow eligible occupants to secure affordable, comparable replacement housing. The actual amount of assistance is determined through a Housing Valuation Study that considers individual household needs, income, and housing opportunities;

- Major rehabilitation of and/or additions to an existing replacement dwelling or construct new replacement housing in a sum equal to or greater than the payment to which the displaced person is entitled as determined through a Housing Valuation Study;

- Relocation and, if necessary, rehabilitation of a dwelling;

- Purchase land and/or a replacement dwelling and subsequently sell or lease the land to or exchange the land with the displaced person;

- Remove barriers for persons with disabilities.

Based on the information gathered from interviews with the impacted households and a survey of available housing, it has been determined that a majority of the comparable replacement housing that is available in the immediate area will not be available within the financial means of the occupants being displaced. It is anticipated that TRLIA will need to provide some replacement housing payments in excess of the statutory limits to eligible occupants in order to secure affordable replacement housing in a timely manner.

TRLIA’s Relocation Advisors will work with each household to develop an individual Last Resort Housing Plan based on a Housing Valuation Study that identifies opportunities for affordable replacement housing that are available in a timely manner and that provide decent, safe, and sanitary housing options. These individual Last Resort Housing Plans may provide for additional assistance to secure spaces for rent in mobile home parks with more stringent applicant requirements. Occupants on fixed incomes may choose to secure replacement housing in affordable housing developments that would provide for affordable rent (space rent) beyond the 42 months’ assistance identified in the Relocation Assistance Program.
Relocation Advisors will work with area affordable housing groups and Section 8 administrators to complete applications for housing and housing programs with waiting lists. Such housing may become available prior to the expiration of the 42 months of rent (space rent) assistance, thereby, providing these households with longer term affordable housing. Additional information regarding Yuba County's Section 8 program and affordable housing units may be found at: http://www.co.yuba.ca.us/departments/community%20development/housing/

Claim Processing and Distribution of Payments

All claims are to be filed through a Relocation Advisor. The Relocation Advisor will assist residential and non-residential occupants in completing their claim forms, will notify each occupant of the documentation needed in order to file the claim, and will inspect replacement properties as needed. Each claim will be submitted along with documentation to TRLIA for review and processing. Checks will be available for approved claims within thirty days of the date all documentation is submitted to the Relocation Advisor. Checks will be delivered to the occupant or to the occupant’s designee. TRLIA 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 governing regulations, displaced persons will have the right to ask for administrative review when they believe themselves aggrieved by a determination made by TRLIA as to eligibility, the amount of payment, and/or the failure to refer displaced persons to comparable replacement housing. 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. Displaced persons 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). Displaced persons should contact their Relocation Advisor for additional information on the appeal process. TRLIA will consider all pertinent justifications and materials submitted by the appellant and other available information needed to ensure a fair review. TRLIA will provide each appellant with an explanation of the basis for the decision. If an appellant is still dissatisfied with the relief granted, TRLIA will advise the appellant that they may seek judicial review.

Eviction Policy

Should the Property owner evict an occupant for failure to meet any obligations or for violating the terms and conditions of their lease or rent agreement prior to TRLIA acquiring the Property, then under the governing regulations, the evicted occupant(s) will not be considered a "displaced person" and, therefore, will not be eligible for relocation benefits. Eviction will not affect an occupant's eligibility for relocation benefits if an occupant is evicted as a last resort to remove the occupant from the Property.
The Three Rivers Levee Improvement Authority
The Upper Yuba River Levee Improvement Project
Relocation Impact Statement and Last Resort Housing Plan

Relocation Advisor Contact Information

The Relocation Advisor may be contacted at the following location and during the following times:

Address: Associated Right of Way Services, Inc.
2300 Contra Costa Boulevard, Suite 525
Pleasant Hill, CA 94523

Phone: (800) 558-5151 toll free
(925) 691-8500 direct
(925) 691-6505 fax

Office Hours: Monday – Friday, 8:30 am – 5:00 pm

Citizen Participation/Statement Review

This Statement will be provided to each displaced person and will be made available to the public for the mandatory 30-day review period. This Statement can be found on TRLIA’s website at http://www.trlia.org/. Comments to this Statement will be included as an addendum to the Final Statement prior to submission for approval before TRLIA's Board.
APPENDIX

- Maps of Project Area

- General Information Notice and Relocation Impact Statement and Last Resort Housing Plan Letter

- Relocation Assistance Handbook

- Review of the Draft Relocation Impact Statement and Last Resort Housing Plan Letter

- Summary of Comments in Response to Draft Relocation Impact Statement and Last Resort Housing Plan
November 30, 2011

Via First Class and Certified Mail

Marysville, CA 95901

Re: General Information Notice and Relocation Impact Statement and Last Resort Housing Plan

Upper Yuba Levee Improvement Project

Affected Property: Hayes' Country Village, 831 North Beal Road, Marysville, California

APN: 020-410-001

Dear

The Three Rivers Levee Improvement Authority ("TRLIA") is currently constructing the Upper Yuba Levee Improvement Project ("Project"). The Project will increase the Linda area's protection against flooding by upgrading several miles of the Yuba River South Bank Levee to meet current standards for resistance to seepage. In order to complete the Project, TRLIA may need to acquire the property you occupy at 831 North Beal Road, Marysville, California. If TRLIA acquires the property and you are displaced for the Project, you will be eligible for relocation assistance under the State of California "Relocation Assistance and Real Property Acquisition Guidelines". This notice is to inform you of your rights to relocation assistance under California Government Code Section 7260, et seq., and corresponding guidelines found in the California Code of Regulations, Title 25, Section 6000, et seq.

However, this is not a notice to vacate your premises, so please DO NOT MOVE NOW. You are not eligible for anything at this time, since your property has not yet been acquired. This is simply a notice to inform you that TRLIA may acquire the property you occupy for its Project, and if the property is acquired, you have rights and will be provided with relocation assistance in accordance with governing rules and regulations. It is therefore in your best interest not to move at this time, or you could jeopardize your rights if TRLIA proceeds with this Project. Also, please be aware that if for any reason anyone moves into this unit with you after this notice, the amount of relocation assistance you ultimately receive may be reduced.

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your other obligations as a tenant may be cause for eviction and loss of relocation benefits and assistance. You are urged not to move or sign any agreement to purchase or lease a new unit before receiving formal notice of your eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible for relocation benefits or assistance. Please contact us before you make any moving plans.
November 30, 2011
Page 2 of 4

If TRLIA acquires the property and you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, by TRLIA’s Relocation Consultant Associated Right of Way Services, Inc. (“AR/WS”). Your personal Relocation Advisor is Ms. Jamie Guillen of AR/WS at:

Ms. Jamie Guillen, Relocation Advisor
Associated Right of Way Services, Inc.
2300 Costa Mesa Boulevard, Suite #625
Pleasant Hill, CA 94523
(650) 558-5151 toll-free • (650) 691-6505 fax
jguillen@arws.com

If TRLIA acquires the property, you will be given at least 90 days advance written notice of the date you will be required to move. You will also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or buy replacement housing. You will be offered the right to appeal any relocation determination in an administrative appeal hearing.

The Relocation Assistance Program will be fully explained in a brochure, which will be provided to you when you meet with your Relocation Advisor. However, for your information, we have provided a brief summary of the program below:

**Summary of the Relocation Assistance Program:**

**Relocation Advisory Assistance.** A Relocation Advisor will be available to help you through the relocation process. Your Relocation Advisor will provide you with information concerning entitlements, project scheduling, available housing, and claim processing.

**Moving Expenses.** If you are required to move as a result of this project, you would be eligible to receive reimbursement for certain Moving Expenses.

**Residential Owner-Occupants.** You may be eligible to receive assistance with the cost to replace your home with a comparable home. This could include replacement housing payments, increased interest cost payment, and some of the costs incidental to the purchase of your replacement home, including increased rental costs for space rent. To qualify for these payments, you must have owned and occupied your home as your primary residence for at least 180 days immediately prior to the date TRLIA makes its first written offer to purchase your property.

You may receive relocation assistance payments only if you purchase or rent and occupy a dwelling which meets TRLIA’s standards of decent, safe, and sanitary. A home inspection will need to be performed by a professional home inspector. Your Relocation Advisor will also need to inspect the replacement home you choose before you agree to rent or buy it.

In order to qualify for replacement housing payments, you will need to purchase and occupy a decent, safe, and sanitary replacement home within one year of receiving final payment for the property or within one year of the date you move from the property, whichever occurrence is later.
Residential Tenant Occupants. You may be eligible to receive assistance with increased rental cost payments or a payment toward the purchase of a home. To qualify for this, you would need to have occupied your current home for at least 90 days immediately before TRLIA makes its first written offer to purchase that property.

You may receive relocation assistance payments only if you purchase or rent and occupy a dwelling which meets TRLIA’s standards of decent, safe, and sanitary. Your Relocation Advisor will need to inspect your replacement home before you agree to rent or buy it.

In order to receive a Replacement Housing Payment, you must occupy a decent, safe, and sanitary home within one year after vacating the property where you now live. If you are lawfully occupying the property where you now live, TRLIA will not ask you to move without first giving you a minimum of 90 days advance notice, in writing. If you are an eligible occupant, you will not be required to move unless adequate decent, safe, and sanitary replacement housing, which is open to all persons regardless of race, color, religion, sex, or national origin, has been made available to you by TRLIA or you have secured such housing for yourself.

Timing of Payments. No relocation payment can be made until TRLIA has made a written offer to purchase the property where you now live. You will be notified within 60 days of the date that TRLIA makes a written offer to the property owner.

Your Right to Appeal. You may appeal if you believe that TRLIA has failed to properly determine your eligibility or the amount of payment authorized under Relocation laws and regulations. You have the right to be represented by legal counsel, but this is not required. If you still believe a proper determination has not been made, you may seek judicial review.

All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color, or national origin in compliance with Title VI of the 1964 Civil Rights Act.

As TRLIA continues the planning process for the Project, it is important that TRLIA understands how the Project might affect you directly. Therefore, your AR/WS Relocation Advisor will be contacting you to set up an interview with you to determine your relocation needs. Ms. Jamie Guillen would like to schedule an individual appointment for an interview with you on either December 8, 2011 or December 9, 2011. Ms. Guillen can conduct the interview by phone, if that works best for you.

During the interview, Ms. Guillen will ask questions such as the number of persons who live in your home, their names and ages, documentation of income of all persons in your home, and if anyone in your home has special needs that would need to be taken into account during the relocation process. Your interview with Ms. Guillen will likely take 30 - 60 minutes. All information Ms. Guillen obtains will be kept confidential, and will be used only to help TRLIA determine potential relocation needs and costs in order to provide important relocation services to all eligible occupants in the Project area. Ms. Guillen will answer questions related to the Project, the Project schedule, and your rights to receive benefits, if the Project moves forward.
Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If TRLIA decides not to purchase the property for the Project, you will be notified in writing.

Thank you for working with TRLIA to help plan this important levee improvement Project. If you have any questions, please call Ms. Guillen at 1-800-558-5151.

Sincerely,

[Signature]

Paul G. Brunner
Executive Director

cc: Jamie Guillen – AR/WS
Relocation Assistance
Available To
Residential Occupants

Provided to you as a courtesy by

ARWS Associated Right of Way Services, Inc.

Summarizing the Government Code of the State of California §7260, et seq. and the California Code of Regulations, Title 25, Chapter 6, Subchapter 1
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Introduction

Government programs designed to benefit the public as a whole often result in the acquisition of private property, and sometimes in the displacement of people from their residences, businesses, non-profit organizations, or farms. When Congress passed the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and amended it in 1987 it recognized the need to balance the right of a public agency to acquire property with the rights of the occupants of the property being affected. The State of California adopted similar laws and regulations that provide for the rights of persons affected by public and publicly assisted projects. The Government Code of the State of California §7260, et seq. and the California Code of Regulations, Title 25, Chapter 6, Subchapter 1 outline a public agencies rights and responsibilities to acquire property and to provide Relocation Assistance. This brochure is an attempt to provide you with a summary of those laws and regulations. Certainly, the information provided in this brief brochure cannot provide you with answers to all of the specific questions and situations that might arise in the relocation of your business, farm operation, or non-profit organization. Please work with your Relocation Advisor in order to understand how the Relocation Assistance Program relates to your specific relocation.

Please review this brochure carefully and present any questions to your Relocation Advisor. Section 1 of this brochure provides information about Relocation Advisory Assistance. Section 2 contains information for payments related to moving expenses. Section 3 contains information related to available replacement housing payments. Section 4 provides additional information that is important to understand regarding the Relocation Assistance Program.

If you are required to move as a result of a publicly assisted program or project, a Relocation Advisor will contact you and will provide you with assistance. Your Relocation Advisor will answer your specific questions and will provide additional information that you may need to help you to understand the Relocation Assistance Program. If you have any questions regarding this brochure, please contact your Relocation Advisor.

Associated Right of Way Services, Inc.
2300 Contra Costa Boulevard, Suite 525
Pleasant Hill, California 94523
(800) 558-5151 toll-free
(925) 691-8500 direct
(925) 691-6505 fax

Relocation Assistance Available to Residential Occupants
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Important Terms Used in This Brochure

Agency

Relocation Advisory Assistance and Relocation Payments are administered by a public agency responsible for the acquisition of real property and/or the displacement of persons from property to be used for a publicly funded program or project. The public agency may be a State agency, a local agency, such as a county or a city, or a person carrying out a program or project with public financial assistance. A public agency may contract with a qualified individual or firm like Associated Right of Way Services, Inc. to administer the Relocation Assistance Program. However, the public agency remains responsible for the program.

Displaced Person

Any person who moves from real property, or who moves personal property from real property as a direct result of:

(1) a written notice of intent to acquire by a public agency or as a result of the acquisition of real property in whole or in part, by a public agency or by any person having an agreement with or acting on behalf of a public agency, or as the result of a written order from a public agency to vacate the property for public use; or

(2) rehabilitation, demolition or other displacing activity undertaken by a public agency or by any person having an agreement with or acting on behalf of a public agency of real property on which the person is in lawful occupancy or conducts a business, and the displacement, lasts longer than 90 days. This definition includes those persons displaced as a result of a public action where they are displaced as a result of an owner participation agreement or an acquisition carried out by a private person for or in connection with a public use where the public agency is otherwise empowered to acquire the property to carry out the public use.

Comparable Replacement Housing

- Decent, safe, and sanitary.
- Functionally equivalent to your present home.
- Actually available for you to buy or rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.
Decent, Safe, and Sanitary (DS&S)

Certain standards to evaluate the quality of housing where you will move have been established, and any referrals for housing given to you must meet these standards. These standards are referred to as Decent, Safe, and Sanitary, which means it meets all of the minimum requirements established by federal and State regulations and conforms to applicable housing and occupancy codes. The dwelling shall:

- Be structurally sound, weather tight, and in good repair.
- Contain a safe electrical wiring system adequate for lighting and other devices.
- Contain a heating system capable of sustaining healthful temperature (at least 70 degrees) except in those areas where local climatic conditions do not require such a system.
- Be adequate in size with respect to the number of rooms and area of living space to accommodate the displaced person(s).
- 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.
- Be free of any barriers which prevent reasonable ingress, egress, or use of the dwelling by such displaced person.

Any housing which you may find yourself must also meet the above criteria. Please request that the Relocation Advisor make an inspection prior to moving. It is necessary that you move to DS&S housing in order to obtain Replacement Housing Payments.
Section 1 – Relocation Advisory Assistance

A Relocation Advisor will work with each eligible displaced residential occupant in order to guide them through the Relocation process and to help them to locate comparable replacement housing. Relocation services are provided by Associated Right of Way Services, Inc. It is their goal and desire to be of service to you, and to assist you in any way possible to help you successfully relocate. Your Relocation Advisor is available to help and to advise you, so please make full use of their services. Do not hesitate to ask questions to ensure that you fully understand all your rights and benefits.

An individual with a disability will be provided the assistance needed to understand their rights under this program and assistance to locate and to move to comparable replacement housing. Please notify your Relocation Advisor if you need any additional assistance to understand your rights or to secure comparable replacement housing.

When your Relocation Advisor initially contacts you, they will interview you in order to explain the Relocation Program and they will ask many questions to determine your specific relocation needs. Your Relocation Advisor will also ask you to describe the type of comparable replacement housing you are interested in finding. Your Relocation Advisor will explain the assistance and payments that you may claim in accordance with your eligibility. It is important that you explain any anticipated relocation problems to your Relocation Advisor. After the initial interview, your Relocation Advisor will deliver written information regarding your rights as a displaced person and will forward information on available comparable replacement housing as that information becomes available.

Your Relocation Advisor will continue to work with you to help you to plan your relocation to comparable replacement housing. Your Relocation Advisor will help you to understand which costs are compensable under the Relocation Assistance Program and which costs are not.

The goal is to achieve a successful relocation back into the community. Therefore, it is important that you work closely with your Relocation Advisor to evaluate and prepare for the move and search out leads to available comparable replacement housing.

Your Relocation Advisor is also available to provide information to possible sources of funding and assistance from other local, State, and Federal agencies. If you have special problems, the Relocation Advisor will make every effort to secure the services of those agencies with trained personnel who have the expertise to help you. Make your needs known in order to receive the help you need.
Section 2 – Moving Expenses

If you qualify as a displaced person, you are entitled to reimbursement of moving costs and certain related expenses incurred in moving. Displaced individuals and families may choose to be paid on the basis of: 1) Actual Reasonable Moving Costs and Related Expenses, 2) Fixed Moving Cost Schedule, OR a combination of both, based on circumstances.

**Actual Reasonable Moving Costs and Related Expenses**

If you choose a payment for Actual Reasonable Moving and Related Expenses, you may include in your claim the reasonable costs for:

a. Transportation of persons and property not to exceed a distance of 50 miles from the site from which displaced, except where relocation beyond such distance of 50 miles is justified.

b. Packing, crating, unpacking and uncrating personal property.

c. The cost of disconnecting, dismantling, removing, reassembling, reconnecting and reinstalling personal property including connection charges imposed by public utilities for starting utility service (e.g., telephone and cable TV).

d. Such storage of personal property, for a period generally not to exceed 12 months, as determined by the public agency to be necessary in connection with relocation.

e. Insurance for the replacement value of personal property during the move and necessary storage.

f. The replacement value of property lost, stolen, or damaged in the move (but not through your neglect) if insurance is not reasonably available.

Your Relocation Advisor will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so please keep all your receipts. Select your mover with care. Your Relocation Advisor can help you select a reliable and reputable mover.

A claim for moving expenses should be submitted to the public agency as soon as possible after the move, but in no case later than 18 months from the date of the move. Your Relocation Advisor will provide you with these forms and help you fill out your claim.

You may elect to pay your moving costs yourself and be repaid by the public agency or, if you prefer, you may have the public agency pay the mover directly. In either case, let your Relocation Advisor know before you move.
Fixed Moving Cost Schedule

You may choose to be paid on the basis of a fixed moving cost schedule. The amount of the payment is based on the number of rooms in your dwelling. Your Relocation Advisor will be able to tell you the exact amount you will be eligible to receive if you select this option. The schedule is designed to include all of the expenses such as temporary storage, transportation of personal property, and utility hook ups.

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<thead>
<tr>
<th>Occupant owns Furniture - Number of Rooms of Furniture</th>
<th>Occupant does not own furniture</th>
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<tbody>
<tr>
<td>1 Room 2 Rooms 3 Rooms 4 Rooms 5 Rooms 6 Rooms 7 Rooms 8 Rooms Additional room 1 room no furn. Add' room/ no furn.</td>
<td></td>
</tr>
<tr>
<td>$625 $800 $1,000 $1,175 $1,425 $1,650 $1,900 $2,150 $225 $400 $65</td>
<td></td>
</tr>
</tbody>
</table>

For a complete explanation of all moving cost options, please discuss the matter with your Relocation Advisor.
Section 3 – Replacement Housing Payment

For Home Owners

Having occupied the property for 180 or more consecutive days immediately preceding the initiation of negotiations, you may be eligible for a Replacement Housing Payment for up to $22,500*. The amount of entitlement is calculated by the public agency. This is a separate and additional payment over the amount you receive from the public agency for your property. The Replacement Housing Payment is also a separate amount from your moving expense payment. It is intended to help you purchase a replacement dwelling.

This payment can include the following:

- **Price Differential.** If the cost of replacement housing exceeds the amount the public agency pays for your present home, you may be eligible for a payment to cover the difference. The public agency will inform you in writing of the location and cost of comparable replacement housing (and explain the basis of its determination) so that you will know in advance how much assistance you may receive. That information should help you decide how much you wish to pay for replacement housing.

You are free to purchase any decent, safe and sanitary housing unit of your choice. If the purchase price is less than the cost of a comparable replacement home, the payment will be limited to the actual difference. If it exceeds the cost of a comparable replacement home, the payment will be based on the cost of a comparable home.

**Examples:** Let's say that the public agency pays $120,000 to purchase your home and that a comparable replacement home costs $130,000.

- If you pay $129,000 for a replacement home, you would receive a $9,000 differential payment (the difference between the public agency's payment for the acquisition of your home and the cost of your replacement home).
- If you pay $132,000 for the replacement home, you would receive a $10,000 differential payment (the difference between the public agency's acquisition payment and the cost of the comparable replacement home).

- **Mortgage Differential.** This amount covers the "present value" of the additional costs required to finance the purchase of a replacement home that result if the interest rate you must pay for a new mortgage is higher than the interest rate on the mortgage on your present home. It also covers other debt service costs. The payment is based on the lesser of: the mortgage balance on your present home or your new mortgage amount. To be eligible, the mortgage on your home must have been a valid lien for at least 180 days before the public agency's first written purchase offer for your home.
You should provide your Relocation Advisor with a copy of your mortgage(s) as soon as possible. Based on that information and the prevailing terms and conditions of new mortgage financing, the public agency will compute the approximate mortgage interest differential payment for which you will be eligible, inform you of that amount and explain the conditions on which it is based. The payment will be made available with the purchase price differential in a timely manner to reduce the amount you must borrow to buy your new home.

- **Incidental Expenses.** This amount covers those extra costs typically charged when one buys real property, such as the cost of preparing the deed and recording fees; the cost of title insurance, revenue stamps and transfer taxes (not to exceed the cost for comparable replacement housing); loan application, loan origination and appraisal fees; the cost of a credit report; and for other costs such as certification of structural soundness, home inspection and termite inspection. It does not cover prepaid expenses, such as property taxes and insurance.

- **Space Rent Differential.** If the cost of a replacement space exceeds the amount you pay for your current space, you may be eligible for payment to cover the difference for a 42-month period up to $5,250.

To be eligible for Replacement Housing Payments:

- You must have owned and lived in the property for not less than 180 consecutive days immediately prior to the initiation of negotiations for the acquisition of your property.

- You must purchase and occupy a replacement dwelling which meets relocation housing standards within one year following displacement. Your new dwelling must be inspected by a representative of the public agency before the public agency can make any payments other than for moving costs. **Make sure that a DS&S housing inspection is made before you are obligated to buy your replacement housing property.**

- The acquisition payment paid by the public agency for your house is less than the price for available comparable houses in the locality, and adequate in size to accommodate your family.

- You must spend at least as much as the replacement price determined by the public agency.

- You must submit a claim for the Replacement Housing Payment within 18 months of the date you move from your home.

Remember, your total replacement housing payment is the sum of the price differential, mortgage differential, and incidental expenses. Further details concerning relocation payments can be obtained from the Relocation Advisor. Your Relocation Advisor will advise you of your eligibility and amounts.

*Note: See Last Resort Housing*
For Tenants and Certain Others

Having occupied the property (either as a tenant or an owner) for 90 or more consecutive days immediately preceding the initiation of negotiations between the public agency and property owner, you may be eligible for a Replacement Housing Payment in the form of a Rent Differential Payment. You may be eligible to receive a Rent Differential for a 42-month period up to $5,250* to assist you in renting or buying decent, safe, and sanitary housing. This payment is based on any increased rent you might have to pay to obtain a comparable replacement dwelling. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" for your present home from the cost of rent and utilities for your new home (or a comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount that you will receive. This amount will be paid directly to you. The public agency must provide the assistance in monthly installments or other periodic payments. Generally, the base monthly rent for your present home is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30%) percent of your adjusted gross monthly household income.

Examples: Let's say that the monthly rent and average cost for utilities for your present home are $250; the monthly rent and estimated average utility costs for a comparable replacement home are $350; and your monthly gross income is $700. In this case your "base monthly rent" would be $210 because 30% of your adjusted gross monthly household income is less than the monthly cost of rent and utilities at your present home ($250).

- If you rent a replacement home for $360 per month, including estimated average monthly utility charges, you will receive $5,880. That amount is 42 times $140 (the difference between the "base monthly rent" for your present home ($210) and the cost for a comparable replacement home ($350)).

- If you rent a replacement home for $310, including estimated average monthly utility charges, you will receive $4,200. That amount is 42 times $100 (the difference between the "base monthly rent" for your present home ($210) and the actual cost of your new home ($310)).

To be eligible for this Replacement Housing Payment:

- You must have lived in the unit 90 consecutive days immediately before the public agency commenced negotiations with the owner for the purchase of the property;

- You must rent and occupy a decent, safe, and sanitary replacement dwelling within 18 months from the date you vacate the displacement property or you must purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date you vacate the displacement property. Your new dwelling must be inspected by a representative of the public agency before the public agency can make any payments other than for moving costs. Make sure that a DS&S housing inspection is made before you are obligated to buy or rent your replacement housing property.

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Relocation Assistance Available to Residential Occupants
Page 9 of 12
- You are residing in a decent, safe, and sanitary private dwelling when the payment is made.
- Your claim for payment is submitted within 18 months of the date you move.

Owner-occupants who decide to rent may also be eligible for rent differential payments.

If you decide to purchase a home when you move, the Replacement Housing Payment can be used as a down payment on your new dwelling.

*Note: See Last Resort Housing

**Last Resort Housing**

In some instances the basic relocation program, as established by California State law and regulations, does not provide sufficient benefits to adequately rehouse a household. Last Resort Housing is a procedure wherein the public agency, based upon additional documentation, may exceed the $22,500 and $5,250 monetary limits to enable a displaced owner to purchase and a displaced tenant to rent a replacement dwelling. You will be informed if this process applies to you.
Section 4 – Important Information Regarding Relocation Assistance

Filing of Claims for Payment
All claims filed with the agency shall be submitted within 18 months of the later of (1) the date on which the claimant receives final payment for the property or, (2) the date on which the property is vacated. Most claims will be paid within thirty days of submission of a fully documented claim for payment.

Relocation Payments are not Considered to be Income
No relocation payment received will be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U.S. Code) [49 CFR 24.209] or Personal Income Tax Law, Part 10 (commencing with § 17001) of Division 2 of the Revenue and Taxation Code [Gov. Code § 7269].

No relocation payment received will be considered 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.

Right to Appeal
Any aggrieved person may file a written appeal with the head of the public agency if the person believes the public agency has failed to properly determine his or her eligibility for relocation assistance advisory services or the amount of a relocation payment.

If you have a grievance, you will be given a prompt and full opportunity to be heard. You will also have the right to be represented by legal counsel or other representative in connection with the appeal, but solely at your own expense.

The public agency will promptly review your appeal and consider all pertinent justification and information available to ensure a fair and full review. The public agency will provide you with a written determination as well as an explanation of the decision. If you are still dissatisfied with the relief granted, the public agency will advise you of your right to seek judicial review of the public agency decision.

Nondiscrimination
Under Title VIII of the Civil Right Act of 1968 and later acts and amendments make discriminatory practices in the purchase and rental of most residential units illegal if it is based on race, color, religion, sex, or national origin. Title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et. seq.] sets forth the policy of the United States, within constitutional limits to ensure that all services and/or benefits will be administered without regard to race, color, national origin, or sex.
General Information

This brochure is provided to assist you in understanding your rights and benefits. If you have questions regarding your relocation please contact your Relocation Advisor. Additional information on relocation and acquisition requirements, the law, and the regulation can be found at http://www.leginfo.ca.gov/calaw.html and http://www.dir.ca.gov/dlse/CCR.htm.

This brochure has been provided to you as a courtesy by Associated Right of Way Services, Inc. and is intended to provide general information concerning the Relocation Assistance Program. Further details regarding relocation assistance and benefits are set forth in the Government Code of the State of California §7260, et seq. and the California Code of Regulations, Title 25, Chapter 6, Subchapter 1. In the event of any conflict, California Law and Regulations shall be controlling. Please contact your Relocation Advisor for additional information regarding the Relocation Assistance Program.

ASSOCIATED
RIGHT OF WAY
SERVICES, INC.

2300 Contra Costa Boulevard, Suite 525
Pleasant Hill, California 94523
(800) 558-5151 toll-free
(925) 691-8500 direct
(925) 691-6505 fax

Relocation Assistance Available to Residential Occupants
Page 12 of 12
January 17, 2012

To Three Rivers Levee Improvement Authority – Upper Yuba Levee Improvement Project
Affected Property: Hayes' Country Village, 831 North Beale Road, Marysville, California
Review of the Draft Relocation Impact Statement and Last Resort Housing Plan

Dear [Name]

As you may be aware, the Three Rivers Levee Improvement Authority ("TRLIA") may need to acquire all or a portion of the property you occupy at 831 North Beale Road, Marysville, California for construction of the Upper Yuba Levee Improvement Project ("Project"). Prior to proceeding with the purchase of the property, TRLIA must consider the needs of those who occupy the affected property. Enclosed please find a Draft Relocation Impact Statement and Last Resort Housing Plan ("Draft Statement") that considers the needs of the residential and non-residential occupants in the proposed project area, addresses available replacement sites, and describes the relocation assistance available to residential and non-residential occupants of the property in accordance with TRLIA's Relocation Assistance Program.

We invite you to read the Draft Statement and submit your comments. Your comments will help to shape this Draft Statement and will be included in the Final Relocation Impact Statement and Last Resort Housing Plan that will be presented to TRLIA's Board on February 21, 2012. If you would like to make comments on the Draft Statement, please send your comments to my attention at: Associated Right of Way Services, Inc., 2300 Contra Costa Boulevard, Suite #525, Pleasant Hill, CA 94523, (925) 691-6505 fax, or jguillem@arws.com. If you have general questions regarding TRLIA's Relocation Assistance Program, please call me at (800) 556-5151 or (925) 691-8500.

You have 30 days to review and comment on the Draft Statement. It is important that you submit your comments by February 16, 2012 so they may be included in the Final Relocation Impact Statement and Last Resort Housing Plan.

We realize that TRLIA's plans to acquire the property will affect you directly if this project moves forward. This affords you the opportunity to become involved in the planning and review process so that your voice can be heard.

Thank you for taking the time to review the enclosed Draft Statement. We look forward to receiving your comments.

Sincerely,

Jamie Guillem, SR/WA
Right of Way Consultant for the
Three Rivers Levee Improvement Authority

cc: Paul G. Brunner – Three Rivers Levee Improvement Authority
    Kelly L. Pope – Downey Brand LLP

Enclosure
Summary of Comments in Response to Draft Relocation Impact Statement and Last Resort Housing Plan

The Draft Relocation Impact Statement and Last Resort Housing Plan ("Draft Statement") was circulated for public review and comment from January 17, 2012 to February 16, 2012. The following comments on the Draft Statement were received from the Department of Water Resources ("DWR"). These comments and TRLIA’s responses to the comments are summarized below and have been incorporated into the Final Relocation Impact Statement and Last Resort Housing Plan ("Final Statement"). No other comments were received.

<table>
<thead>
<tr>
<th>Summary of Comments Received</th>
<th>Response to Comments</th>
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<tbody>
<tr>
<td>1. Comment that renting property to others is considered a business under governing regulations.</td>
<td>The Final Statement addresses the Investment Property Owner (also considered an Absentee Landlord) and related eligible expenses under TRLIA’s Relocation Assistance Program. Revisions were made to the Table of Contents and the following sections of the Final Statement: Relocation Impact, Project Assurances, and Moving Expense Payments for Non-Residential Occupants. The following section was added to the Final Statement: Reestablishment Expense Payments for Non-Residential Occupants.</td>
</tr>
<tr>
<td>2. Question regarding the determination if the subject property is the permanent place of residents for occupants.</td>
<td>The Final Statement includes the following under the “Residential Occuptant Characteristics” section: All households reported these units are their permanent residences and are occupied full-time. (Documentation to verify permanent full-time residency will be required to determine eligibility for TRLIA’s Relocation Assistance Program if/when the proposed Project proceeds.)</td>
</tr>
<tr>
<td>3. Comment regarding Citizen Participation.</td>
<td>The Final Statement states the Draft Statement was also posted on TRLIA’s website for public review and comment; see the “Citizen Participation/Statement Review” section.</td>
</tr>
<tr>
<td>4. Question regarding the difference between a recreational vehicle (“RV”) and mobile home.</td>
<td>The Final Statement includes definitions of a RV and mobile home; see the “Assessment of Needs” section. The “Available Housing” section was also modified to clarify that a direct comparison of actual units would be made at a later date as part of the relocation process for determination of Replacement Housing Payments if/when the proposed project proceeds.</td>
</tr>
<tr>
<td>5. Comment regarding available sites in Yuba City compared to Marysville.</td>
<td>The Final Statement includes the that the surrounding communities, which include Yuba City and Olivehurst, are assumed to be areas equal to or better than the subject property; see the “Available Housing” section. The “Available Housing” section was also modified to clarify that a direct comparison of actual units would be made at a later date as part of the relocation process for determination of Replacement Housing Payments if/when the proposed project proceeds.</td>
</tr>
</tbody>
</table>
6. Comment regarding replacement housing installment payments.

The Final Statement states that TRLIA will provide Rent Differential payments to eligible occupants in periodic or lump sum payments, except in circumstances where periodic payments are appropriate (versus monthly installments or other periodic payments); see “Replacement Housing Payment For Tenants and Certain Others” section.

7. Comment regarding the potential for future application of Federal funds for this project and State versus Federal rules and regulations.

The Final Statement states the following: There is a potential for the application of Federal funds; therefore, instances where one set of rules (State or Federal) provides a greater benefit, TRLIA will follow the rules with the greater benefits for displaced persons. See the “Executive Summary”, “Project Funding”, and “Governing Regulations” sections.

TRLIA has also modified the Final Statement to reflect the following:

- **Cover:** Title changed to FINAL Relocation Impact Statement and Last Resort Housing Plan and date changed to February 2012.

- **Table of Contents:** Includes corrections to section headers and additional documents added to Appendix.

- **Executive Summary:** Minor changes to reflect circulation period and scheduled date for presentation to TRLIA’s Board for approval of the Final Statement.

- **Relocation Cost Estimate:** Includes increase for site searching expenses for Investment Property Owner.
February 21, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Consider Approval of Contract Amendment 12 with HDR Inc. to obtain the Services of Les Harder to serve on the Board of Senior Consultants for the Goldfields High Ground Evaluation

Recommended Action

Approve contract Amendment 12 (Attached) with HDR Inc. for engineering services and authorize the TRLIA Executive Director to sign and execute this contract amendment once negotiations are complete with HDR and General Counsel has reviewed and approved. The total contracted amendment amount is for services on a time-and-expenses basis, to a maximum amount not to exceed $50,000 without prior approval of TRLIA.

Background

TRLIA has started an evaluation of the Yuba Goldfields to determine if they serve as high ground for the 100-year and 200-year flood events. TRLIA has selected a geotechnical engineering firm (ENGEQ) and hydraulic engineering firm (MBK) to evaluate dredge tailing mounds in the Goldfields. These evaluations will be innovative and are not frequently accomplished by engineering firms. This effort would benefit greatly from the review and guidance that would come from a Board of Senior Consultants (BOSC). TRLIA has identified the group of experts that would serve as the BOSC for the Goldfields. They are Mr. George Sills and Dr. Les Harder for geotechnical engineering and Dr. David Williams for hydraulics. The contract amendment that is the subject of this staff report is to obtain the services of Dr. Les Harder through HDR Inc.

Discussion

TRLIA wishes to utilize the experience and expertise of Dr. Harder to provide geotechnical review and guidance on the geotechnical evaluations that will be done during the Goldfields evaluation. Dr. Harder will also review and comment on the draft and final reports of these evaluations.

Dr. Harder is an experienced and knowledgeable geotechnical engineer. He serves on other BOSCs for levee design of repairs for levee systems in the Sacramento area. Dr. Harder has also done studies on the tailing mounds in the Goldfields while employed with DWR.
Dr. Harder is more than capable of providing the geotechnical review and guidance that TRLIA requires from this BOSC.

**Fiscal Impact**

This amendment would increase the contract by $50,000 for services on a time and expenses basis, to a maximum amount not to exceed a total contract amount of $9,667,690. There are local prior year funds within the TRLIA program to initially cover these expenses. TRLIA is pursuing a Proposition 13 Grant to fund the Goldfields Evaluation including BOSC efforts.

2 Attachments:
1. Proposed Twelfth HDR Contract Amendment
2. Exhibit A
TWELFTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

THIS TWELFTH AMENDATORY AGREEMENT is made and entered into this ___ day of February 2012, by and between the Three Rivers Levee Improvement Authority, ("TRLIA"), a California Joint Powers Authority, and HDR Engineering, Inc. ("CONSULTANT").

WHEREAS, TRLIA and CONSULTANT entered into an agreement on December 13, 2005 to provide professional services for Engineering Design and Environmental Studies for Phase 4 Levee Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006), and FEMA Certification of Contract Work ("Agreement");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased the maximum not to exceed contract fee from $2,580,038 by $118,955 to $2,698,993; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased the maximum not to exceed contract fee from $2,698,993 by $117,649 to $2,876,642; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006, increased the maximum not to exceed contract fee from $2,876,642 by $661,193 to $3,537,835; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed October 16, 2007, increased the maximum not to exceed contract fee from $3,537,835 by $280,000 to $3,817,835; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed August 5, 2008, increased the maximum not to exceed contract fee from $3,817,835 by $954,524 to $4,772,359; and

WHEREAS, a SIXTH AMENDATORY AGREEMENT, executed September 9, 2008, extended the time of services rendered to December 31, 2009; and

WHEREAS, a SEVENTH AMENDATORY AGREEMENT, executed May 12, 2009, increased the maximum not to exceed contract fee from $4,772,359 by $2,416,874 to $7,189,233 and extended the time of services rendered to December 31, 2010; and

WHEREAS, an EIGHTH AMENDATORY AGREEMENT, executed September 15, 2009 increased the maximum not to exceed contract fee from $7,189,233 by $155,846 to $7,345,079; and

WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the maximum not to exceed contract fee from $7,345,079 by $1,473,064 to $8,818,143; and

TWELFTH HDR AMENDMENT - 1 -

2/3/2012
WHEREAS, a TENTH AMENDATORY AGREEMENT, executed August 12, 2011 increased the maximum not to exceed contract fee from $8,818,143 by $162,879 to $8,981,022;
and

WHEREAS, an ELEVENTH AMENDATORY AGREEMENT, executed October 18, 2011 increased the maximum not to exceed contract fee from $8,981,022 by $636,668 to $9,617,690;
and

WHEREAS, TRLIA and CONSULTANT desire to amend Agreement;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Exhibit A of AGREEMENT shall be amended to perform those additional services as described in Exhibit A to this TWELFTH AMENDMENT.

2. Article 2 of AGREEMENT shall be amended to extend the Termination Date of the Agreement to December 31, 2013.

3. ATTACHMENT A, Provision A.2 of the Agreement shall be revised to increase the time of services rendered to December 31, 2013.

4. Attachment B, Provision B.1 of the Agreement shall be revised to increase the maximum not to exceed contract fee by $50,000 from $9,617,690 to $9,667,690.

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

This Amended agreement is hereby executed on this ___ day of February, 2012.

“TRLIA”

__________________________  “CONSULTANT”

Paul G. Brunner  Robert M. Boling
Executive Director  Senior Vice President

ATTEST:
DONNA STOTTMEMYER
CLERK OF THE BOARD

__________________________

APPROVED AS TO FORM:

__________________________

SCOTT L. SHAPIRO
GENERAL COUNSEL
Exhibit A to Twelfth Amendment
Scope of Work for Goldfields Board of Senior Consultants

Consultant will serve as a Senior Consultant on the Board for the Goldfields Evaluation. Consultant will attend up to four meetings in Sacramento California to receive briefings on the Goldfields analysis and provide comments on information presented and guidance on future steps in the evaluation. In addition, the consultant will be asked to review and comment on up to three documents that describe the analysis performed.
February 21, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
       Larry Dacus, Design Manager
SUBJECT: Consider Approval of Contract with Nolte Associates Incorporated to obtain the Services of David Williams to serve on the Board of Senior Consultants for the Goldfields High Ground Evaluation

Recommended Action

Approve a contract (Attached) with Nolte Associates Inc. for engineering services and authorize the TRLIA Executive Director to sign and execute this contract once negotiations are complete with Nolte Associates and General Counsel has reviewed and approved. The total contracted amount is for services on a time-and-expenses basis, to a maximum amount not to exceed $50,000 without prior approval of TRLIA.

Background

TRLIA has started an evaluation of the Yuba Goldfields to determine if they serve as high ground for the 100-year and 200-year flood events. TRLIA has selected a geotechnical engineering firm (EN GEO) and hydraulic engineering firm (MBK) to evaluate dredge tailing mounds in the Goldfields. These evaluations will be innovative and are not frequently accomplished by engineering firms. This effort would benefit greatly from the review and guidance that would come from a Board of Senior Consultants (BOSC). TRLIA has identified the group of experts that would serve as the BOSC for the Goldfields. They are George Sills and Dr. Les Harder for geotechnical engineering and Dr. David Williams for hydraulics. The contract that is the subject of this staff report is to obtain the services of Dr. David Williams through Nolte Associates Inc.

Discussion

TRLIA wishes to utilize the experience and expertise of Dr. Williams to provide hydraulic review and guidance on the hydraulic studies that will be done during the Goldfields evaluation. Dr. Williams will also review and comment on the draft and final reports of these evaluations.

Dr. Williams is an experienced and knowledgeable hydraulic engineer. He has served on other TRLIA BOSCs for levee design of repairs for other reaches of the RD 784 levee system. Dr. Williams is more than capable of providing the hydraulic review and guidance that TRLIA requires from this BOSC.
Fiscal Impact

This contract would be for services on a time-and-expenses basis, to a maximum amount not to exceed $50,000 without prior approval. There are local prior year funds within the TRLIA program to initially cover these expenses. TRLIA is pursuing a Proposition 13 Grant to fund the Goldfields Evaluation including BOSC efforts.

Attachments:
1. Nolte Associates Inc. Professional Services Contract with Appendix to Exhibit A (Scope of Work)
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the Three Rivers Levee Improvement Authority, a joint exercise powers agency established pursuant to the laws of California ("TRLIA"), and Nolte Associates, Inc., ("Contractor") (each a “party” and collectively “the parties”).

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The Contractor shall provide those services described in Attachment "A", Provision A-1. Contractor shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: February 21, 2012
Termination Date: December 31, 2013

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow TRLIA time in which to complete a novation or renewal contract for Contractor and TRLIA approval.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement.

3. PAYMENT.

TRLIA shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to TRLIA in the manner specified in Attachment "B".

Page 1 of 3.
4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

6. DESIGNATED REPRESENTATIVES.

Paul G. Brunner, Executive Director, is the representative of the TRLIA and will administer this Agreement for the TRLIA. David T. Williams is the authorized representative for Contractor. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - General Provisions
8. **TERMINATION.** TRLIA and Contractor shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

    IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ________________________, 2012.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

______________________________

Paul G. Brunner, P.E.
Executive Director

______________________________

ATTEST:
DONNA STOTLEMEYER, SECRETARY

______________________________

NOLTE ASSOCIATES INC.

______________________________

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

______________________________

Page 3 of 3.
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by Contractor and the scope of Contractor's duties are described in the Scope of Work titled Scope of Work for Goldfields Board of Senior Consultants, which is an appendix to this Attachment A.

A.2. TIME SERVICES RENDERED.

See Appendix.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, Contractor shall be responsible for providing services and fulfilling obligations hereunder in a professional manner: TRLIA shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Contractor shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
ATTACHMENT B

PAYMENT

TRLIA shall pay Contractor as follows:

B.1 BASE CONTRACT FEE. TRLIA shall pay Contractor a contract fee not to exceed $50,000; Contractor shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to Contractor under this Provision B.1 exceed $50,000 without an amendment to this Agreement approved by the TRLIA Board of Directors.

B.2 TRAVEL COSTS. TRLIA shall not pay Contractor for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the TRLIA representative designated by Operative Provision No. 6, and then TRLIA shall pay TRLIA per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by Contractor and not authorized in this Agreement shall not be paid for by TRLIA. Payment for additional services shall be made to Contractor by TRLIA if, and only if, this Agreement is amended by both parties in advance of performing additional services.
ATTACHMENT C

GENERAL PROVISIONS

C.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of Contractor shall be performed as an independent contractor and not as an agent, officer or employee of TRLIA. It is understood by both Contractor and TRLIA that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

C.1.2 Contractor shall have no claim against TRLIA for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C.1.3 Contractor is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers’ Compensation and Medi-Care payments.

C.1.4 As an independent contractor, Contractor is not subject to the direction and control of TRLIA except as to the final result contracted for under this Agreement. TRLIA may not require Contractor to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

C.1.5 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

C.1.6 As an independent contractor, Contractor hereby indemnifies and holds TRLIA harmless from any and all claims that may be made against TRLIA based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

C.2 LICENSES, PERMITS, ETC. Contractor represents and warrants to TRLIA that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally
required for Contractor to practice its profession and that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, such licenses, permits, and approvals at the time the services are performed. Failure of the Contractor to comply with this provision shall authorize the TRLIA to immediately terminate this agreement notwithstanding Operative Provision No. 2.

C.3 TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor’s obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, Contractor or its subcontractors shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to TRLIA, naming the TRLIA and TRLIA’s officials and employees as additional insured (excluding workers’ compensation and professional liability insurance). The limits of insurance herein shall not limit the liability of the Contractor hereunder.

C.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing TRLIA with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, TRLIA may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

C.4.2 MINIMUM SCOPE OF INSURANCE. Contractor shall procure the following insurance forms:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the TRLIA Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 “any auto” and Endorsement CA 0029.

(c) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, a coverage form subject to TRLIA approval.
C.4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The TRLIA and its officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the TRLIA and its officials and employees.

(ii) The Contractor’s insurance coverage shall be primary insurance as respects the TRLIA, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the TRLIA and its officials and employees or other insureds shall be in excess of the Contractor’s insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(b) Worker’s Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the TRLIA, its officials, employees and volunteers or other insureds under this Agreement.
(c) **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or below minimum limits required under this Agreement except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TRLIA.

**C.4.4 ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

**C.4.5 MINIMUM LIMITS OF INSURANCE.** Contractor shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500). Coverage may be made on a claims-made basis with a “Retro Date” either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the Agreement effective date, the Contractor must purchase “extended reporting” coverage for a minimum of twelve (12) months after completion of services.

**C.4.6 SUBCONTRACTORS.** In addition to the above policies, if Contractor hires a subcontractor under this Agreement Contractor shall include all
subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If Contractor requires subcontractors to provide insurance coverage, then Contractor shall be named as an additional insured under such policy or policies (excluding workers' compensation and professional liability insurance).

C.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the TRLIA. At the option of TRLIA, either the insurer shall reduce or eliminate such deductions or self-insured retentions as respects TRLIA, its officials, employees and volunteers; or, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

(a) Contractor shall furnish TRLIA with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the TRLIA or on forms received and approved by the TRLIA before work commences. TRLIA reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) Contractor shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance and endorsement(s) to TRLIA as previously described. If Contractor shall fail to procure and maintain said insurance, TRLIA may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to TRLIA upon demand. The policies of insurance provided herein which are to be provided by Contractor shall be for a period of time sufficient to cover the term of the Agreement, including TRLIA's acceptance of Contractor's work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, Contractor will deliver to TRLIA certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

C.5 INDEMNITY. Contractor shall defend, indemnify, and hold harmless TRLIA, its

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elected and appointed councils, boards, commissions, officers, agents, and employees from and against any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional misconduct, recklessness, or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement by Contractor, or any of Contractor’s officers, agents, employees, contractors, or subcontractors.

C.6 CONTRACTOR NOT AGENT. Except as TRLIA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of TRLIA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind TRLIA to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. Contractor may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

C.8 PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TRLIA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving written notice from TRLIA of its desire for removal of such person or persons.

C.9 STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to TRLIA pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in Contractor’s profession.

C.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by TRLIA with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the TRLIA. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the TRLIA Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

C.11 TAXES. Contractor hereby grants to the TRLIA the authority to deduct from any payments to Contractor any TRLIA imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to Contractor.

C.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein,
Contractor shall immediately cease rendering service upon the termination date and the following shall apply:

**C.12.1** Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**C.12.2** TRLIA shall have full ownership and control of all such writings or other communications delivered by Contractor pursuant to this Agreement.

**C.12.3** TRLIA shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by TRLIA as work accomplished to date; provided, however, TRLIA shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to TRLIA such financial information as in the judgment of the TRLIA is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of the TRLIA shall be final. The foregoing is cumulative and does not affect any right or remedy which TRLIA may have in law or equity.

Contractor may terminate its services under this Agreement upon thirty (30) days written notice to the TRLIA, without liability for damages, if Contractor is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by TRLIA.

**C.13** **NON-DISCRIMINATION.** Throughout the duration of this Agreement, Contractor shall not unlawfully discriminate against any employee of the Contractor or of the TRLIA or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. Contractor shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor shall give written notice of its obligations under this clause to any labor agreement. Contractor shall include the

Attachment C – Page 7 of 11.
non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, Contractor agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of TRLIA, and Contractor agrees to deliver reproducible copies of such documents to TRLIA on completion of the services hereunder. The TRLIA agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

C.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context
otherwise requires, the following definitions and rules of construction shall apply herein.

C.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto,

shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.24 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C.28 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

C.29 CONTROLLING LAW. The validity, interpretation and performance of this

Attachment C – Page 9 of 11.
Agreement shall be controlled by and construed under the laws of the State of California.

C.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

C.32 CONFLICT OF INTEREST. Neither a TRLIA employee whose position in TRLIA enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

Contractor may be subject to the disclosure requirements of the TRLIA conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the Contractor's financial interest. The TRLIA Administrator shall determine in writing if Contractor has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.
C.33 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to TRLIA:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Paul G. Brunner, Executive Director
1114 Yuba Street, Suite 218
Marysville, CA 95901

If to Contractor:

NOLTE ASSOCIATES INC.
[Address]
Appendix to Attachment A
Scope of Work for Goldfields Board of Senior Consultants

Consultant will serve as Senior Consultant on the Board for the Goldfields Evaluation. Consultant will attend up to four meetings in Sacramento California to receive briefings on the Goldfields analysis and provide comments on information presented and guidance on future steps in the evaluation. In addition, the consultant will be asked to review and comment on up to three documents that describe the analysis performed.
Appendix to Attachment A
Scope of Work for Goldfields Board of Senior Consultants

Consultant will serve as Senior Consultant on the Board for the Goldfields Evaluation. Consultant will attend up to four meetings in Sacramento California to receive briefings on the Goldfields analysis and provide comments on information presented and guidance on future steps in the evaluation. In addition, the consultant will be asked to review and comment on up to three documents that describe the analysis performed.
AGENDA

CENTRAL VALLEY FLOOD PROTECTION BOARD MEETING

Friday, March 2, 2012 – 9:00 AM
Yuba County Government Center, Board Chambers
915 Eighth Street, Marysville, CA 95901

NOTE: THE BOARD WILL CONSIDER TIMED ITEMS AS CLOSE AS POSSIBLE TO THE LISTED TIME, BUT NOT BEFORE THE TIME SPECIFIED. UNTIMED ITEMS MAY BE HEARD IN ANY ORDER.

1. ROLL CALL

2.* APPROVAL OF AGENDA

3. PUBLIC COMMENTS (non-agendized items only)

4.* HEARINGS AND DECISIONS

A. Proposed resolution for 48 notices of violation issued for the removal of unauthorized encroachments and fences on State property adjacent to the Feather River East levee in West Linda, CA (Yuba County) continued from December 2, 2011. (Angeles Califo) - 9:10 AM

Consider approval of Resolution No. 2012-03 to:

1. Authorize removal of private fences and miscellaneous obstructions on State land.

2. Grant revocable licenses to adjacent private parcel owners for the use and maintenance of a portion of State land adjoining the Feather River East levee.

*action item

Anyone may upon request obtain a copy of background or other material on an agenda item that has been distributed to the Members of the Board. A fee covering the cost of the provision of such materials may be charged. If you need reasonable accommodations due to a disability, or need language assistance, please contact the Equal Opportunity Management Investigations Office at (916) 553-6952, or TDD (916) 553-6934 at least a week prior to the meeting.
3. Rescind the notices of violation subject to voluntary compliance with this resolution.

B. Proposed resolution for Michael King (Enforcement No. 2011-268) continued from December 2, 2011. (Angeles Caliso) – 9:40 AM

Enforcement hearing as requested by Board concerning a notice of violation ordering the removal of a private fence and portion of permanent structure located on State land adjacent to the Feather River East levee in West Linda, CA (Yuba County).

Consider approval of Resolution No. 2012-06 to:

1. Authorize removal of a private fence on State land.

2. Grant a revocable license to Michael King for the use and maintenance of a portion of State land adjoining the Feather River East levee.

3. Authorize a structure on parcel 020-201-021, owned by Michael King, to remain on State land subject to permitting.

4. Rescind the notice of violation (2011-268) subject to voluntary compliance with this resolution.

C. Enforcement Hearing for Carol Miller (Enforcement No. 2011-272) continued from December 2, 2011. (Angeles Caliso) – 10:20 AM

Enforcement hearing as requested by respondent concerning a notice of violation ordering the removal of a private fence located on State land adjacent to the Feather River East levee in West Linda, CA (Yuba County).

Consider approval of Resolution No. 2012-05 to:

1. Authorize removal of a private fence on State land.

2. Grant a revocable license to Carol Miller for the use and maintenance of a portion of State land adjoining the Feather River East levee.

3. Rescind the notice of violation (2011-272) subject to voluntary compliance with this resolution.

D. Enforcement Hearing for Susan Lagrand (Enforcement No. 2011-287) continued from December 2, 2011. (Angeles Caliso) – 11:00 AM

Enforcement hearing as requested by respondent concerning a notice of violation ordering the removal of a private fence and portion of permanent structure located on State land adjacent to the Feather River East levee in West Linda, CA (Yuba County).

Consider approval of Resolution No. 2012-04 to:

1. Authorize removal of a private fence on State land.

- Items on the Consent Calendar may be removed at the request of any Board member or person.
2. Grant a revocable license to Susan Lagrand for the use and maintenance of a portion of State land adjoining the Feather River East levee.

3. Authorize a structure on parcel 020-201-001, owned by Susan Lagrand, to remain on State land subject to permitting.

4. Rescind the notice of violation (2011-287) subject to voluntary compliance with this resolution.

**LUNCH BREAK**

E. Permit No. 18690 Three Rivers Levee Improvement Agency (Alison Tang) – 1:00 PM

Consider approval of Resolution No. 2011-31 granting authorization of protested Permit No. 18690 to install chain link fencing, K-rails, and a maintenance road on State of California property, adjacent to the Feather River east levee and Yuba River south levee in West Linda, CA. (Yuba County)

6. INFORMATIONAL BRIEFINGS

A. Introduction of the maintenance and use agreements for the RD 784 levee access corridor and an easement policy to avoid landlocked properties (Paul Brunner, TRLIA)

7. BOARD COMMENTS AND TASK LEADER REPORTS

8. FUTURE AGENDA

9. ADJOURN

For further information about items on this agenda, please contact Amber Woertink at awoertink@water.ca.gov, 3310 El Camino Ave., Room 151, Sacramento, CA 95821, or (916) 574-0609.

- Items on the Consent Calendar may be removed at the request of any Board member or person.
TO: Three Rivers Levee Improvement Authority  
    Board of Directors

FROM: Paul Brunner, Executive Director

SUBJECT: Goldfields High Ground Evaluation Status, January 2012

A progress report of the various phases of the Three Rivers Levee Improvement Authority (TRLIA) work in the Goldfields is provided in the following sections of this document. Future updates to this report will be indicated with italics and underline. See Attachment 1 for Project Overview.

STATUS OF ANALYSIS EFFORTS:

Geotechnical
ENGEQ as TRLIA’s consultant has been collecting and examining historical information on dredging operations in the Goldfields. ENGEQ has coordinated with the aggregate companies to obtain as much existing geotechnical exploration information as possible. After evaluating this existing information, ENGEQ will determine if additional explorations are necessary. An initial exploration plan of nine test pits has been developed. Because this effort is to determine if the Goldfields will serve as high ground, an initial high ground (as opposed to a levee) definition for the dredge tailing mounds in the Goldfields has been proposed and is under review. ENGEQ is working with topography in the Goldfields and initial 100-year flood elevations to begin identification of potential weak points in the Goldfields conveyance corridors. ENGEQ is developing breach geometry for the potential South Training Wall breach sites to be used in the final determination of flood elevations in the Goldfields.

Hydraulic
MBK as TRLIA’s consultant has developed hydraulic models of the Goldfields to be used in determining water surface elevations in the Goldfields for identifying potential weak points. These models have just completed an independent technical review and no significant comments were received. MBK has supplied ENGEQ preliminary 100-year water surface elevations in the Goldfields for the initial screening for weak locations. MBK will perform additional hydraulic analyses to provide hydraulic parameters for use in the geomorphic and geotechnical evaluations. Geotechnical weak point identification may require the expansion of hydraulic models if new conveyance corridors are identified due to breaks in the conveying mound banks. Repair alternatives will be hydraulically evaluated to ensure that they are effective in providing flood protection.

Geomorphie
CBEC as TRLIA’s consultant is conducting an historic literature review to summarize previous relevant report and papers for geomorphic research on the Lower Yuba River. CBEC will provide comment on the relevance of the collected information with respect to the erodibility of the South Training Wall. CBEC is collecting, inspecting, and cataloging historic aerial photographs in order to map meander patterns to assist in identifying locations where the river is likely to continue to erode or begin erosion of the training wall. CBEC has installed staff gages
along the Yuba River and within the Goldfields to gather information this winter that can be used to determine the Goldfields interior water elevation response to high stages in the Yuba River. Information on the material composition of the training wall will be gathered and used to identify locations where erosion is likely to occur and estimate a rate of erosion.

**Historic Research**
Research is underway to identify historical reports and records to determine past Federal and State actions and responsibilities in the Goldfields related to construction and maintenance of the debris control facilities. These reports and records will be examined for pertinent information with respect to the river control features constructed in the past. The intent of the research is to define and clarify the purpose of these facilities, identify responsibilities that the State and Federal government may have to maintain these facilities and the relationship of these facilities to the Sacramento River Flood Control Project.

**Right of Way (ROW)**
USACE owns large parts of the Goldfields even though the aggregate and dredging companies have the mineral rights on those lands. Several of the geotechnical test pits are located on USACE owned lands and TRLIA must obtain a right of entry to do these test pits. As usual with Federal agencies, obtaining approval to dig the test pits is an involved process. TRLIA met with USACE on January 31 to investigate the test pit locations and obtain geotechnical clearance. USACE environmental clearance for the pits is still pending. ENGEO coordinated with the mining companies and has excavated the test pits that are not on USACE lands. As repair alternatives are identified, ROW efforts will be necessary to obtain adequate rights to implement these alternatives.

**Environmental**
Environmental consultation has been minimal at the beginning of the analysis. As alternatives are developed for assurance of 100-year protection, TRLIA’s environmental consultant, AECOM, will be tasked with identifying environmental impacts and providing environmental clearance for implementation.

**FINANCIAL IMPLICATIONS:**
TRLIA has incurred costs associated with this work (including both design and construction expenses) in advance of a new or modified funding agreement covering the costs of this work by the State. Currently TRLIA EIP funding agreements do not provide funding for this work and TRLIA is paying for this work with local prior levee funding resources. The Department of Water Resources has identified some remaining Proposition 13 Funds that can only be used in the Yuba and Feather River Watersheds. TRLIA has made application for a grant from this program and preliminary indications are that funding will be made available for this Goldfields analysis.

**RECOMMENDATIONS:**
Staff recommends that the Board receive and file this report.

Attachment
Project Overview
Attachment 1: Project OVERVIEW:

Project Team

Project Schedule

Project Description
TRLIA Goldfields High Ground Evaluation

Project Team Organization

Three Rivers Levee Improvement Authority
Board of Directors

General Counsel
Downey Brand
Scott Shapiro/Andrea Clark

Executive Director
Paul Brunner, PE
Authorized Representative

Project Engineer
MBK Engineers
Ric Reinhardt, PE/Larry Dacus, PE

Financial Management/Grant Administration
SWC, Inc.
Seth Wurzel

Feasibility Study
MBK Engineers
Larry Dacus, PE

Environmental Evaluation/Documentation/Permitting
AECOM
Sean Bechtel

Geomorphic Evaluation
CEBC
Chris Bowles

Hydraulic Analysis
MBK Engineers
Don Trelu, PE

Geotechnical Evaluation
ENGEIO
Joe Tootle, GE
Project Background:

TRLIA has identified a flood threat from the Goldfields based on potential breaching of the South Training Wall and land form changes within the Goldfields due to mining and dredging operations. TRLIA has developed a four phase plan for reducing the flood threat and providing complete 200-year flood protection for RD 784. In order to ensure the safety of the people and property located within the area impacted by high flows through the Goldfields, TRLIA has determined that it is necessary to move forward with Phases 1 and 2.

Phase 1 consists of immediately modifying locations within the mining areas that have been identified in the TRLIA analysis as flow paths and completing agreements with mining operators to establish maintenance responsibilities for these features. TRLIA has identified solutions that consist of re-establishing high ground mounds at key locations to prevent flow from entering RD 784. TRLIA negotiated and signed contracts with the mining companies in the Goldfields to construct these high ground mounds in the Fall of 2011. These mounds were constructed using the mining companies’ authorities to mine in the Goldfields area.

Phase 2 will entail modifications of any additional mining areas that are subsequently identified as necessary to certify that the RD 784 area meets FEMA’s criteria for the 100 year flood event. TRLIA is performing additional hydraulic modeling, as needed and will have geotechnical evaluations performed to verify that mounds within the Goldfields act as high ground that must retain 100-year flows and are adequate to do so. If additional high ground solutions are needed to retain the 100-year flow, TRLIA will negotiate with the Mining Companies to re-establish additional high ground using the Mining Companies authorities to mine as was done in Phase 1. TRLIA plans to complete this phase in 2012.

Phase 3 is devoted to development of a sustainable 200-year plan involving all stakeholders (Federal, State, Local, and Private) that:

- Ensures future mining operations do not increase flood risk
- Provides 200-year flood protection for the RD 784 area
- Repairs the South Training Wall and other land features identified that are needed for 200-year flood protection
- Maintains the South Training Wall and other land features identified that are needed for 200-year flood protection

State funding is needed for this effort. With State cost share funding, this phase is proposed to be completed by September 30, 2013. To accomplish this task will take cooperation from all involved parties: Mining Companies, USACE, CVFPB, DWR, SMGB (Mining and Geology Board), Yuba County, YCWA, and TRLIA.

Phase 4 will be the implementation of the 200-year plan developed in Phase 3. Physical modifications to the Goldfields as identified in the sustainable 200-year plan will be accomplished. This phase will also require the implementation of a long-term mechanism for governance and oversight of Goldfield mining operations to ensure and sustain 200-year protection. State and local funding through a new State funding agreement is proposed to be used for this effort. With State cost share funding, this phase is proposed to be completed by 2025 or earlier to meet the Senate Bill 5 date.