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

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

II CONSENT AGENDA

A. Approve minutes from the meeting of September 18, 2012.

III ACTION ITEMS

A. Approve Amendment No. 3 to agreement with AMEC Environmental and Infrastructure Inc. to obtain independent expert service of Dr. Faiz Maksisi to review substantial evidence report for determination of urban level of protection and authorize Executive Director to execute.

B. Approve Amendment No. 3 to agreement with Donald H. Babbit to obtain independent expert service to review substantial evidence report for determination of urban level of protection and authorize Executive Director to execute.

C. Approve Amendment No. 3 to agreement with David T. Williams and Associates to obtain independent expert service to review substantial evidence report for determination of urban level of protection and authorize Executive Director to execute.

D. Approve Addendum No. 5 to the environmental impact report for the Feather River Levee Repair Project.

E. Approve Amendment No. 14 to agreement with HDR Engineering Inc. in the amount of $29,873 for preparation of construction documentation report for the Upper Yuba Levee Improvement Project and authorize Executive Director to execute.

F. Approve Amendment No. 1 to agreement with Kleinfelder West, Inc. in the amount of $63,800 to install monitoring piezometers in the Upper Yuba Levee Improvement Project and authorize Executive Director to execute.

IV CLOSED SESSION

Conference with real property negotiators pursuant to Government Code §54956.8 – Property: APN 018-150-035/018-190-104 Negotiating Parties: Michele Barker/Karin Deveraux/Brien Smith/Lisa Smith and TRLIA/Bob Morrison/Max Steinheimer Negotiations: Terms of Payment

V BOARD AND STAFF MEMBERS’ REPORTS

A. Central Valley Flood Protection Board Meeting November 15, 2012 at 9:30 a.m

B. Report regarding Executive Director waiver of conflict of interest for Down Brand LLP

C. Agricultural lease agreement with Heer/Atwal Orchards executed

D. Other Board/Staff Reports

VI ADJOURN

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

In compliance with the 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

SEPTEMBER 18, 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 3:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Rick Brown, Jerry Crippen, Don L. Graham, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.

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

II  PUBLIC COMMUNICATIONS: No one came forward.

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

   A. Approve minutes of the August 28, 2012 meeting. Approved.

IV  ACTION ITEMS

A. Approve Amendment No. 13 to agreement with HDR Engineering Inc., in the amount of $59,762 for construction management services for Yuba Levee Landslide Project and authorize Executive Director to execute same. Executive Director Paul Brunner briefly recapped.

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

B. Approve Amendment No. 3 to agreement with MHM Inc., in the amount of $13,000 for engineering and surveying services for Yuba Levee Landslide Project and authorize Executive Director to execute same.

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

D. Adopt resolution endorsing Yuba County Representatives for Central Valley Flood Protection Plan Regional Planning Process; and approve Memorandum of Understanding regarding Feather River Regional Plan for Flood Protection and authorizing Executive Director to execute same upon review and approval of counsel. Executive Director Paul Brunner and Counsel Andrea Clark recapped the formation of the planning group for regional flood protection, membership, and responded to Board inquiries.
MOTION: Move to approve MOVED: Jerry Crippen SECOND: John Nicoletti
AYES: Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti
NOES: None ABSTAIN: None ABSENT: None

Adopted Resolution No. 2012-13 entitled: “A RESOLUTION OF THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ENDORSING YUBA COUNTY REPRESENTATIVES FOR CENTRAL VALLEY FLOOD PROTECTION PLAN REGIONAL PLANNING PROCESS.”

V BOARD AND STAFF MEMBERS’ REPORTS

Executive Director Paul Brunner:
· Funding opportunities for regional flood protection
· KVIE Education Video on flood improvements

VI ADJOURN: 3:34 p.m.

Chair

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

Approved:
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Bruner, Executive Director  Larry Dacus, Design Manager
SUBJECT: Approve Amendment 3 to Contract with AMEC Environmental & Infrastructure, Inc. for Independent Expert to Serve on Independent Expert Panel for the Determination of the Urban Level of Protection for the RD 784 Levee System

Recommended Action:
Approve Amendment 3 to contract with AMEC Environmental & Infrastructure, Inc. to obtain the services of Dr. Faiz Makdisi to serve as an Independent Expert to review a Substantial Evidence Report and authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

Discussion:
At the March 15, 2011 TRLIA Board meeting the Board was briefed on the need to perform the 200-Year Urban Levee Compliance Determination. The TRLIA Board authorized the Executive Director to take the necessary steps to accomplish this determination. This task is needed to meet DWR requirements for the 200-year determination. As construction on the system nears completion it is now time for TRLIA to evaluate the completed project against the newly released State Urban Levee Design Criteria (ULDC) and determine if the levee system complies with the issued criteria for providing 200-year protection. This compliance determination requires the compilation of a Substantial Evidence Report and the review of this report by an Independent Expert Panel. TRLIA proposes to use several of the senior experts who have served on past Boards of Senior Consultants for TRLIA projects. One of these experts is Dr. Faiz Makdisi of AMEC Environmental & Infrastructure, Inc. in the field of geotechnical engineering. Dr. Makdisi is familiar with the TRLIA program and provided similar excellent service to TRLIA in the past. The attached amendment is authorization to accomplish the effort described above. Greater detail on this effort is described in Exhibit 1 of the attached amendment.

Fiscal Impact:
The amendment does not increase the contract budget. Instead it reassigns $40,000 of the original tasks budget to the newly added task. This effort is for services on a time-and-expenses basis, not to exceed the maximum amount ($75,000) of the contract for Professional Services without prior authorization by TRLIA. A portion of this effort will be cost shared with DWR for EIP Projects and a portion will be paid for by Prior Levee Work Funding.

ATTACHMENTS:
1. Amendment 3
2. Exhibit 1 to Amendment 3
THIRD AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

THIS THIRD AMENDATORY AGREEMENT is made and entered into this ___ day of ________, 2012, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, ("TRLIA") and AMEC ENVIRONMENT & INFRASTRUCTURE, INC. ("CONSULTANT").

RECATALS:

WHEREAS, TRLIA and CONSULTANT (then named “AMEC Geomatrix, Inc.”) entered into an agreement to provide Engineering and Surveying Services dated September 15, 2009 ("AGREEMENT");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed November 16, 2010, extended the contract termination date to December 31, 2011; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed January 17, 2012, extended the contract termination date to December 31, 2012; and

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and Consultant) is amended by an additional Task to the original tasks in the original contract. The additional Task is described in Exhibit 1 attached to this third amendment agreement.

2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and Dr. Faiz Makdisi, will not be changed. However $40,000 of the original budget shall be reassigned from the original tasks of the contract to the new task described in Exhibit 1.

3. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2012 to December 31, 2013.

4. The AGREEMENT is amended to reflect CONSULTANT’s change in name from AMEC Geomatrix, Inc. to AMEC Environment & Infrastructure, Inc.

All other terms and conditions contained in the Agreement shall remain in full force and effect.
This AMENDED AGREEMENT is hereby executed on this ____ day of _____________ 2012.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ATTEST:
DONNA STOTTLMEYER,
SECRETARY

AMEC ENVIRONMENT AND INFRASTRUCTURE, INC.

Faiz Makdisi
Vice President

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL
EXHIBIT 1

AMEC ENVIRONMENT & INFRASTRUCTURE, INC.
Scope of Work
Amendment 3

Add the following Task:

Task 2: Serve as Independent Expert in Reviewing Substantial Evidence for an Urban Level of Protection for the RD 784 Levee System

TRLIA is initiating a process to provide substantial evidence that the RD 784 Levee System meets the Urban Level of Protection (ULOP) as described in the DWR Urban Levee Design Criteria (ULDC). Based on recently passed legislation (SB5), local governments must certify that an area protected by a levee system can provide 200-year protection or has a plan to provide 200-year protection by 2025 before approving any new development plans for the protected area. Yuba County through TRLIA has been working to provide 200-year protection for the RD 784 area since 2004.

Before a certification can be made, substantial evidence must be gathered or generated to prove that an area meets the current criteria for 200-year protection. This evidence is presented in a Report. Current DWR Guidelines call for a review of this report by an Independent Expert Panel (IEP). Because of Dr. Faiz Makdisi’s expertise in geotechnical engineering and experience with past levee improvement designs for the RD 784 levee system, TRLIA requests his services from AMEC Geomatrix in serving on the Independent Expert Panel.

TRLIA will be relying on the consultants who did the original improvement designs to provide the substantial evidence for 200-year protection. They will be providing Engineers Opinions as to the ability of certain levee reaches to meet appropriate criteria. This is the same approach as used for the FEMA 100-year certification. Because much of this design was recently done, these consultants will be relying significantly on existing information gathered for the design.

Efforts for this Task would include:

- Become Familiar with the DWR ULE Evaluation of RD 784
- Review and Comment on TRLIA Consultants Additional Exploration Plans
- Review and Comment on TRLIA Consultants Geotechnical Evaluation Approach
- Review and Comment on TRLIA Consultants Seismic Evaluation Approach
- Review and Comment on the Substantial Evidence Summary Report
- Attend several Independent Expert Panel Meetings to hear presentations from the consultants on their progress.

Effort for this task is not expected to exceed $40,000. The original contract budget will not be increased. Instead $40,000 of the budget for the original effort will be reassigned to this new task. Should this budget become depleted, TRLIA will consider an amendment to increase the budget.
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Approve Amendment 3 to Contract with Donald H. Babbitt for Independent Expert to Serve on Independent Expert Panel for the Determination of the Urban Level of Protection for the RD 784 Levee System

Recommended Action:
Approve Amendment 3 to contract with Donald H. Babbitt to serve as an Independent Expert to review a Substantial Evidence Report and authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

Discussion:
At the March 15, 2011 TRLIA Board meeting the Board was briefed on the need to perform the 200-Year Urban Levee Compliance Determination. The TRLIA Board authorized the Executive Director to take the necessary steps to accomplish this determination. This task is needed to meet DWR requirements for the 200-year determination. As construction on the system nears completion it is now time for TRLIA to evaluate the completed project against the newly released State Urban Levee Design Criteria (ULDC) and determine if the levee system complies with the issued criteria for providing 200-year protection. This compliance determination requires the compilation of a Substantial Evidence Report and the review of this report by an Independent Expert Panel. TRLIA proposes to use several of the senior experts who have served on past Boards of Senior Consultants for TRLIA projects. One of these experts is Donald H. Babbitt in the field of geotechnical engineering. Mr. Babbitt is familiar with the TRLIA program and provided similar excellent service to TRLIA in the past. The attached amendment is authorization to accomplish the effort described above. Greater detail on this effort is described in Exhibit 1 of the attached amendment.

Fiscal Impact:
The amendment does not increase the contract budget. Instead it reassigns $30,000 of the original tasks budget to the newly added task. This effort is for services on a time-and-expenses basis, not to exceed the maximum amount ($46,000) of the contract for Professional Services without prior authorization by TRLIA. A portion of this effort will be cost shared with DWR for EIP Projects and a portion will be paid for by Prior Levee Work Funding.

ATTACHMENTS
1. Amendment 3
2. Exhibit 1 to Amendment 3
THIRD AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DONALD H. BABBITT

THIS THIRD AMENDATORY AGREEMENT is made and entered into this ____ day of October, 2012, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a Joint Powers Authority, (“TRLIA”) and DONALD H. BABBITT. (“CONSULTANT”).

RECITALS:

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

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed November 16, 2010, extended the contract termination date to December 31, 2011; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed January 17, 2012, extended the contract termination date to December 31, 2012; and

WHEREAS, Article C.23 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties:

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and Donald H. Babbitt) is amended by an additional Task to the original tasks in the original contract. The additional Task is described in Exhibit 1 attached to this third amendment agreement.

2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and Donald H. Babbitt, will not be changed. However $30,000 of the original budget shall be reassigned from the original tasks of the contract to the new task described in Exhibit 1.

3. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2012 to December 31, 2013.

All other terms and conditions contained in the Agreement shall remain in full force and effect.
This AMENDED AGREEMENT is hereby executed on this ____ day of ______________ 2012.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

DONALD H. BABBITT

ATTEST:
DONNA STOTTERMeyer, SECRETARY

Donald H. Babbitt

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

[Signature]
EXHIBIT 1

Donald H. Babbitt
Engineering Scope of Work
Amendment 3

Add the following Task:

Task 2: Serve as Independent Expert in Reviewing Substantial Evidence for an Urban Level of Protection for the RD 784 Levee System

TRLIA is initiating a process to provide substantial evidence that the RD 784 Levee System meets the Urban Level of Protection (ULOP) as described in the DWR Urban Levee Design Criteria (ULDC). Based on recently passed legislation (SB5), local governments must certify that an area protected by a levee system can provide 200-year protection or has a plan to provide 200-year protection by 2025 before approving any new development plans for the protected area. Yuba County through TRLIA has been working to provide 200-year protection for the RD 784 area since 2004.

Before a certification can be made, substantial evidence must be gathered or generated to prove that an area meets the current criteria for 200-year protection. This evidence is presented in a Report. Current DWR Guidelines call for a review of this report by an Independent Expert Panel (IEP). Because of Donald H. Babbitt’s expertise in geotechnical engineering and experience with past levee improvement designs for the RD 784 levee system, TRLIA requests his services in serving on the Independent Expert Panel.

TRLIA will be relying on the consultants who did the original improvement designs to provide the substantial evidence for 200-year protection. They will be providing Engineers Opinions as to the ability of certain levee reaches to meet appropriate criteria. This is the same approach as used for the FEMA 100-year certification. Because much of this design was recently done, these consultants will be relying significantly on existing information gathered for the design.

Efforts for this Task would include:

- Become Familiar with the DWR ULE Evaluation of RD 784
- Review and Comment on TRLIA Consultants Additional Exploration Plans
- Review and Comment on TRLIA Consultants Geotechnical Evaluation Approach
- Review and Comment on TRLIA Consultants Seismic Evaluation Approach
- Review and Comment on the Substantial Evidence Summary Report
- Attend several Independent Expert Panel Meetings to hear presentations from the consultants on their progress.

Effort for this task is not expected to exceed $30,000. The original contract budget will not be increased. Instead $30,000 of the budget for the original effort will be reassigned to this new task. Should this budget become depleted, TRLIA will consider an amendment to increase the budget.
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager
SUBJECT: Approve Amendment 3 to Contract with David T. Williams & Associates, Engineers, LLC to continue services as a Senior consultant on the Board of Senior Consultants for the Goldfields Evaluation and to obtain services of an Independent Expert to serve on the Panel for the Determination of the Urban Level of Protection for the RD 784 Levee System

Recommended Action:
Approve Amendment 3 to contract with David T. Williams & Associates, Engineers, LLC for David T. Williams to serve as a Senior Consultant for the Goldfields Evaluation and an Independent Expert to review a Substantial Evidence Report for the Urban Level of Protection Certification and authorize the executive director to sign and execute the amendment once General Counsel has reviewed and approved.

Discussion:
On February 21, 2012 the TRLIA Board approved a contract with Nolte Associates Inc. to obtain the services of Dr. David T. Williams to serve as a Senior Consultant on the Board of Senior Consultants for the Yuba Goldfields Evaluation. Dr. Williams has been providing that service for the past 8 months through Nolte Associates Inc. Dr. Williams’s business association with Nolte Associates Inc. has changed and he has requested that his future services be contracted with his personal business, David T. Williams & Associates, Engineers, LLC. TRLIA currently has a contract with Dr. Williams through David T. Williams & Associates, Engineers, LLC to provide his services as a Senior Consultant for the Upper Yuba Levee Improvement Project. This amendment adds the Goldfields Senior Consultant Task to the existing David T. Williams & Associates, Engineers, LLC contract and transfers the remaining budget from the Nolte contract ($31,000) to this contract. A letter will be sent to Nolte Associates Inc. under Operative Provision 8 of the Professional Services Agreement notifying Nolte Associates Inc. of the contract termination. No outstanding charges on the Nolte contract are known to exist.

At the March 15, 2011 TRLIA Board meeting the Board was briefed on the need to perform a 200-Year Urban Levee Compliance Determination for the RD 784 Levee System. The TRLIA Board authorized the Executive Director to take the necessary steps to accomplish this determination. As construction on the levee system nears completion it is now time for TRLIA to evaluate the completed project against the newly released State Urban Levee Design Criteria (ULDC) and determine if the levee system complies with the issued criteria for providing 200-year protection. This compliance determination requires the compilation of a Substantial Evidence Report and the review of this report by an Independent Expert Panel (IEP). TRLIA
proposes to use several of the senior experts who have served on past Boards of Senior Consultants for TRLIA projects. One of these experts is Dr. David T. Williams in the field of hydraulics. Dr. Williams is familiar with the TRLIA program and provided similar excellent service to TRLIA in the past. The attached amendment includes a task to accomplish the effort described above. Greater detail on this effort is described in Exhibit 1 of the attached amendment. A budget of $50,000 has been established for this task.

The existing David T. Williams & Associates, Engineers, LLC contract currently has a budget of $75,000.

**Fiscal Impact:**
The amendment amount is $81,000 ($31,000 Goldfields BOSC and $50,000 ULDC IEP) for services on a time-and-expenses basis, not to exceed the maximum amount of $156,000 ($75,000 plus $81,000) of the contract for Professional Services without prior authorization by TRLIA. A portion of this effort will be cost shared with DWR through a proposition 13 Grant for the Goldfields Evaluation, a portion will be cost shared with DWR for EIP Projects, and a portion will be paid for by Prior Levee Work Funding.

**ATTACHMENTS**

1. Amendment 3
2. Exhibit 1 to Amendment 3
AMENDMENT NO. 3
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

THIS THIRD AMENDATORY AGREEMENT is made effective ___________, 2012, by and between the Three Rivers Levee Improvement Authority ("TRLIA") and David T. Williams & Associates, Engineers, LLC. ("the Consultant"), who agree as follows:

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

1.1. Effective September 15, 2009 the parties entered into an Agreement ("AGREEMENT") for Professional Services relating to Engineering Services for TRLIA's Construction Program.

1.2. Effective November 16, 2010 the parties entered into Amendment 1 to the AGREEMENT to extend the contract termination date to December 31, 2011.

1.3. Effective January 17, 2012 the parties entered into Amendment 2 to the AGREEMENT to extend the contract termination date to December 31, 2012.

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

1.5. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

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

2. Third Amendment to Agreement. The Professional Services Agreement is hereby amended as follows:

2.1. Operative Provision 2 of the AGREEMENT shall be revised to change the Termination Date from December 31, 2012 to December 31, 2013.

2.2. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and the Consultant) is amended by additional Tasks to the original Task in the original contract. The additional Tasks are described in Exhibit 1 attached to this amendment agreement.

2.3. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and the Consultant are amended to add to the existing contract amount ($75,000) the additional amounts of $31,000 for Task 2 in Exhibit 1 and $50,000 for Task 3 in Exhibit 1 (Total increase of $81,000) for an amended contract amount of $156,000.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

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

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

DAVID T. WILLIAMS & ASSOCIATES, ENGINEERS, LLC

______________________________
Paul G. Brunner
Executive Director

______________________________
David T. Williams
President

ATTEST:
DONNA STOTTELMEYER,
SECRETARY

APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY GENERAL COUNSEL

______________________________

______________________________
EXHIBIT 1

David T. Williams & Associates, Engineers, LLC
Engineering Scope of Work
Amendment 3

Add the following Tasks:

Task 2: Serve as Senior Consultant on the Board of Senior Consultants for the Yuba Goldfields Evaluation.

TRLIA is currently evaluating the Yuba Goldfields (Goldfields) to determine how effectively it serves as high ground. The Sacramento River Flood Control Project (SRFCP) terminates at the Goldfields which are described as high ground. If the Goldfields are not effective as high ground, Yuba River flood flows can flank the SRFCP and flood RD 784.

The Consultant will serve as a Senior Consultant on the Board of Senior Consultants (BOSC) for the Goldfields Evaluation. Consultant will attend up to two 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.

This Task is being transferred from a contract with Nolte Associates, Inc. to David T. Williams & Associates, Engineers, LLC. Approximately $31,000 remained in the Nolte Contract budget and is added to this contract through this amendment. Task 2 is budgeted at $31,000.

Task 3: Serve as Independent Expert in Reviewing Substantial Evidence for an Urban Level of Protection for the RD 784 Levee System.

TRLIA is initiating a process to provide substantial evidence that the RD 784 Levee System meets the an Urban Level of Protection (ULOP) as described in the DWR Urban Levee Design Criteria (ULDC). Based on recently passed legislation (SB5), local governments must certify that an area protected by a levee system can provide 200-year protection or has a plan to provide 200-year protection by 2025 before approving any new development plans for the protected area. Yuba County through TRLIA has been working to provide 200-year protection for the RD 784 area since 2004.

Before a certification can be made, substantial evidence must be gathered or generated to prove that an area meets the current criteria for 200-year protection. This evidence is presented in a Report. Current DWR Guidelines call for a review of this report by an Independent Expert Panel (IEP). Because of David T. Williams’ expertise in hydraulics and experience with past levee improvement designs for the RD 784 levee system, TRLIA requests his services in serving on the Independent Expert Panel.

TRLIA will be relying on the consultants who did the original improvement designs to provide the substantial evidence for 200-year protection. They will be providing Engineers Opinions as to the ability of certain levee reaches to meet appropriate criteria. This is the same approach as
used for the FEMA 100-year certification. Because much of this design was recently done, these consultants will be relying significantly on existing information gathered for the design.

Efforts for this Task would include:

- Become Familiar with the DWR ULE Evaluation of RD 784
- Review and Comment on TRLIA Consultants Additional Exploration Plans
- Review and Comment on TRLIA Consultants Geotechnical Evaluation Approach
- Review and Comment on TRLIA Consultants Seismic Evaluation Approach
- Review and Comment on the Substantial Evidence Summary Report
- Attend several Independent Expert Panel Meetings to hear presentations from the consultants on their progress.

Task 3 is budgeted at $50,000.

This will be a time and materials amendment with amount not to exceed $81,000 without prior approval from TRLIA.

Larry Dacus (TRLIA Design Manager) will manage this effort for TRLIA.
Contact information is: Phone – (916) 437-7515  email – dacus@mbkengineers.com
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager

SUBJECT: Feather River Levee Repair Project (FRLRP) California Environmental Quality Act (CEQA) Addendum #5

Recommended Action:
Board Approval of the Feather River Levee Repair Project CEQA Addendum #5(Attached)

Background:
The California Environmental Quality Act (CEQA) requires analysis of environmental impacts for all projects that may have a significant effect on the environment. This analysis was conducted and concluded in the form of an Environmental Impact Report (EIR) for the Feather River Levee Repair Project (FRLRP), approved by the TRLIA Board on February 6, 2007. The FRLRP project area was defined in detail in the EIR and included, at the time, all foreseeable project activities. Where changes or additions to a project occur after the EIR is adopted by a local agency, the agency must determine whether additional analysis is necessary. An addendum is appropriate where there are some changes or additions necessary for the project but those changes and additions will not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Discussion:
Recent emphasis by the U.S. Army Corps of Engineers (USACE) on vegetation management at the toes of levees and recent new criteria requirements for urban levees (Department of Water Resources Urban Levee Design Criteria, May 2012, Section 7.11.1) by the California Department of Water Resources (DWR) with respect to urban levees have resulted in the requirement that TRLIA expand levee improvements to provide a 20-foot toe access corridor on the landside of Segment 3 north of Island Avenue for approximately 0.9 mile along the levee to the intersection of Riverside Drive and Sycamore Avenue. The expansion of an existing corridor requires removal of existing fences, construction of a new fence along the outside boundary of the toe access corridor, construction of a maintenance road within the access corridor, construction of drainage improvements, and vegetation and trash clearance.

Establishment of a 20-foot-wide toe access corridor on the landside of Segment 3 north of Island Avenue would result in expansion of the toe access corridor past existing fences of adjacent private properties. Although establishment of the toe access corridor would extend past existing fences of private properties, this expansion would occur entirely within the property boundary of the State of California. Recent review of parcel boundaries by TRLIA and DWR revealed that existing private properties adjacent to the levee in Segment 3 have encroached an average of 17 feet into State property.
The expansion of the existing toe corridor was not included in the original FRLRP and any environmental impacts due to this expansion must be evaluated. To evaluate any potential impacts, TRILIA chose to produce an EIR Addendum that would describe the expanded work in detail and would describe any potential impacts of the construction work, and their significance. The only significant impact identified would be to twelve elderberry shrubs which are currently in the existing fence line. These shrubs would have to be moved to complete the expanded corridor. Since elderberry shrubs serve as habitat for the threatened Valley Elderberry Longhorn Beetle (VELB), impacts to the shrubs would have to be mitigated. Pursuant to the FRLRP EIR, impacts of the FRLRP to VELB habitat have been mitigated, in part, by establishing the Feather River Elderberry Transplant (FRET) mitigation area in the Feather Setback Area. Impacts to the shrubs would be mitigated by transplanting the twelve shrubs into the FRET and providing the appropriate associated plantings.

**Addendum Conclusions:**

An addendum must contain a brief explanation of the agency’s decision not to prepare a subsequent EIR under CEQA regulations, and this conclusion must be supported by substantial evidence.

Section 15162 of the State CEQA guidelines can be summarized as requiring that a subsequent EIR be prepared if any of the following apply:

- Substantial changes are proposed to the project which will require major revisions to the EIR and increase the severity of significant effects;
- Substantial changes occur with respect to the circumstances under which the project is undertaken;
- New information of significant importance regarding the project is brought to light which was not known and could not have been known at the time the EIR was certified.

The addendum concludes that the expanded corridor work:

- Would not result in any new significant environmental effects,
- Would not substantially increase the severity of previously identified effects,
- Would not result in mitigation measures of alternatives previously found to be infeasible becoming feasible, and
- Would not result in availability/implementation of mitigation measures or alternatives that are considerably different from those analyzed in the previous document that would substantially reduce one or more significant effects on the environment.

Based on the analysis of the categories of environmental impacts evaluated above, implementing the FRLRP with the expanded toe corridor work as described in this CEQA addendum would result in none of the conditions described in Section 15162 of the State CEQA guidelines calling for preparation of a subsequent EIR. In summary, this work does not result in altered circumstances or new information of substantial importance since certification of the FRLRP EIR.

The above conclusions confirm that this Addendum #5 to the FRLRP EIR is the appropriate document to record and evaluate the expanded toe corridor work described in the document. There are no public review requirements for an EIR addendum: upon submittal of a Notice of
Determination to the State Clearing House and the Office of Planning and Research, a 30 day statutory period of protest and/or challenge exists. The expanded toe corridor work is anticipated to begin in January 2013 with the transplanting of impacted elderberry shrubs and extend into summer 2013 with the clearing and maintenance road construction after the CEQA process has been completed.

**Fiscal Impact:** This action leads to no fiscal impact at this time. Eventually a contract will have to be issued to accomplish this action and that contract will have to be funded by TRLIA. A separate action will be brought before the Board to approve the future contract.

Attachment:

FRLRP CEQA Addendum No. 5
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager

SUBJECT: Feather River Levee Repair Project (FRLRP) California Environmental Quality Act (CEQA) Addendum #5

Recommended Action:
Board Approval of the Feather River Levee Repair Project CEQA Addendum #5 (Attached)

Background:
The California Environmental Quality Act (CEQA) requires analysis of environmental impacts for all projects that may have a significant effect on the environment. This analysis was conducted and concluded in the form of an Environmental Impact Report (EIR) for the Feather River Levee Repair Project (FRLRP), approved by the TRLIA Board on February 6, 2007. The FRLRP project area was defined in detail in the EIR and included, at the time, all foreseeable project activities. Where changes or additions to a project occur after the EIR is adopted by a local agency, the agency must determine whether additional analysis is necessary. An addendum is appropriate where there are some changes or additions necessary for the project but those changes and additions will not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Discussion:
Recent emphasis by the U.S. Army Corps of Engineers (USACE) on vegetation management at the toes of levees and recent new criteria requirements for urban levees (Department of Water Resources Urban Levee Design Criteria, May 2012, Section 7.11.1) by the California Department of Water Resources (DWR) with respect to urban levees have resulted in the requirement that TRLIA expand levee improvements to provide a 20-foot toe access corridor on the landside of Segment 3 north of Island Avenue for approximately 0.9 mile along the levee to the intersection of Riverside Drive and Sycamore Avenue. The expansion of an existing corridor requires removal of existing fences, construction of a new fence along the outside boundary of the toe access corridor, construction of a maintenance road within the access corridor, construction of drainage improvements, and vegetation and trash clearance.

Establishment of a 20-foot-wide toe access corridor on the landside of Segment 3 north of Island Avenue would result in expansion of the toe access corridor past existing fences of adjacent private properties. Although establishment of the toe access corridor would extend past existing fences of private properties, this expansion would occur entirely within the property boundary of the State of California. Recent review of parcel boundaries by TRLIA and DWR revealed that existing private properties adjacent to the levee in Segment 3 have encroached an average of 17 feet into State property.
Determination to the State Clearing House and the Office of Planning and Research, a 30 day statutory period of protest and/or challenge exists. The expanded toe corridor work is anticipated to begin in January 2013 with the transplanting of impacted elderberry shrubs and extend into summer 2013 with the clearing and maintenance road construction after the CEQA process has been completed.

**Fiscal Impact:** This action leads to no fiscal impact at this time. Eventually a contract will have to be issued to accomplish this action and that contract will have to be funded by TRLIA. A separate action will be brought before the Board to approve the future contract.

Attachment:

FRLRP CEQA Addendum No. 5
ADDENDUM 5 TO THE
ENVIRONMENTAL IMPACT REPORT

FOR THE
FEATHER RIVER
LEVEE REPAIR PROJECT

AN ELEMENT OF THE
YUBA-FEATHER SUPPLEMENTAL
FLOOD CONTROL PROJECT

STATE CLEARINGHOUSE NO. 2006062071

PREPARED FOR

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

PREPARED BY

AECOM
FLOOD CONTROL STUDY TEAM

October 2012
ADDENDUM 5 TO THE
ENVIRONMENTAL IMPACT REPORT
FOR THE
FEATHER RIVER
LEVEE REPAIR PROJECT
AN ELEMENT OF THE
YUBA-FEATHER SUPPLEMENTAL
FLOOD CONTROL PROJECT

STATE CLEARINGHOUSE NO. 2006062071

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916/414-5800

October 2012
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1 INTRODUCTION

1.1 BACKGROUND AND REFINEMENTS IN PROJECT ELEMENTS LEADING TO PREPARATION OF THE ADDENDUM

On August 4, 2006, the draft environmental impact report (DEIR) for the Feather River Levee Repair Project (FRLRP) was distributed to public agencies and the general public. The lead agency under the California Environmental Quality Act (CEQA) is the Three Rivers Levee Improvement Authority (TRLIA), a joint powers authority composed of Yuba County and Reclamation District 784. In November 2006, the final environmental impact report (FEIR), addressing written and oral comments received on the DEIR, was distributed to public agencies and the general public. The TRLIA Board of Directors certified the environmental impact report (EIR), consisting of the DEIR and the FEIR, on February 6, 2007. The EIR was prepared in accordance with the requirements of CEQA and the State CEQA Guidelines.

The FRLRP consists of levee improvements along segments of the existing Feather River and Yuba River levees in southern Yuba County (Figure 1-1). The EIR evaluated three project alternatives at an equal level of detail and a no-project alternative. Concurrent with certification of the EIR, the TRLIA Board of Directors approved Alternative 2, the “Levee Strengthening and ASB [Above Star Bend] Setback Levee Alternative,” for implementation. Activities included in Alternative 2 are divided into three project segments as follows:

- **Segment 1**—The existing Feather River left (east) bank levee from Project Levee Mile (PLM) 13.3 to PLM 17.2 (from approximately Pump Station No. 2 to Star Bend) (Figure 1-2). Proposed improvements to this levee segment consist of repairing and strengthening the existing levee in place to correct seepage and/or stability deficiencies.

- **Segment 2**—The existing Feather River left bank levee from approximately PLM 17.2 to PLM 23.4 (from Star Bend to immediately south of Shanghai Bend [west of the Yuba County Airport]) (Figure 1-2). Proposed improvements to this levee segment consist of replacing the existing levee with a new setback levee (the ASB setback levee). Relocation and replacement of the existing RD 784 Pump Station No. 3 is also included with Segment 2.

- **Segment 3**—The existing Feather River left bank levee from PLM 23.4 to PLM 26.1, and the Yuba River left (south) bank levee from PLM 0.0 to PLM 0.3 (west of the Yuba County Airport to the railroad crossing at the State Route [SR] 70 bridge) (Figure 1-2). Proposed levee improvements in this area consist of repairing and strengthening the existing levee in place to correct seepage and/or stability deficiencies.

Since certification of the EIR, design, permitting, and construction of FRLRP Alternative 2 have been completed. Construction of Segments 1 and 3 levee improvements was almost entirely complete in 2008, along with some minor items resolved in 2009. Construction of the Segment 2 setback levee and related facilities was completed in fall 2010.

The three project alternatives evaluated in the EIR were developed based on a preliminary design effort. The structural features of the proposed levee repairs and the setback levee (i.e., the improvements in Segments 1, 2, and 3) included in all of the alternatives were developed to a level of detail sufficient for a complete project-level environmental analysis consistent with Section 15161 of the State CEQA Guidelines. An increase in the availability of detailed information regarding the approved project is to be expected as a project transitions from a preliminary design effort for several alternatives to a final design and implementation for a single alternative. This is reflected in the preparation of four previous EIR addenda prepared for the project addressing activities such as extending the anticipated period of closure of a public boat ramp during construction, use of additional borrow areas, modifying a small portion of the Segment 2 setback levee design in response to discovery of a cultural resources site during construction, completion of the Feather River Elderberry Transplant (FRET) mitigation area,
and establishing a vegetated wave buffer along the water side of the Segment 2 Setback Levee (TRLIA 2008a, 2008b, 2009, 2011; see http://www.trlia.org/EnvironmentalDocs.asp).

The action evaluated in this addendum is not a change to the proposed project but a refinement in the level of detail for actions already presented in the EIR as part of the proposed project. The EIR evaluated proposed actions to correct deficiencies identified along the levee segments in order to meet all state and federal standards for flood protection. TRLIA has recently discovered that existing private properties adjacent to the levee in Segment 3 have encroached an average of 17 feet into state property and prohibit conformance with state and federal requirements for levee access for the purposes of maintenance and flood fighting. Proper levee access is a critically important component of the project for TRLIA to meet all state and federal standards for flood protection. Consequently, TRLIA proposes to construct a 0.9-mile (4,738-foot) long, 20-foot-wide toe access corridor on the landside of Segment 3 north of Island Avenue to meet existing state and federal requirements for levee access. The details of these refinements are presented on page 2-1 of this EIR addendum. TRLIA, as lead agency for the project under CEQA, has determined that these refinements to the FRLRP project constitute minor additions and changes to the EIR and have conservatively decided to prepare this EIR addendum in accordance with Section 15164 of the State CEQA Guidelines.

1.2 STATE CEQA GUIDELINES REGARDING CHANGES TO A PROJECT

If, after certification of an EIR, altered conditions or changes or additions to a project occur, CEQA provides three mechanisms to address these changes: a subsequent EIR, a supplement to an EIR, or an addendum to an EIR.

Section 15162 of the State CEQA Guidelines describes the conditions under which preparation of a subsequent EIR would be appropriate. When an EIR has been certified for a project, preparation of a subsequent EIR would be appropriate if the lead agency determines, on the basis of substantial evidence in light of the whole record, that one or more of the following conditions is met:

(1) substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects;

(2) substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:

(A) the project will have one or more significant effects not discussed in the previous EIR;

(B) significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or

(D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
Section 15163 of the State CEQA Guidelines states that a lead agency may choose to prepare a supplement to an EIR rather than a subsequent EIR if:

(1) any of the conditions described above for Section 15162 would require the preparation of a subsequent EIR, and

(2) only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.

Section 15164 of the State CEQA Guidelines states that a lead agency may prepare an addendum to a previously certified EIR if some changes or additions are necessary, but none of the conditions described above for Section 15162 calling for preparation of a subsequent EIR have occurred.

The differences between the FRLRP as described in the FRLRP EIR and approved by TRLIA and the refined elements of the FRLRP as they are currently known constitute clarifications that may be addressed in an addendum to an EIR. As described in Section 2 of this document, “Description of FRLRP Refinements,” and Section 3, “Environmental Analysis of FRLRP Refinements,” none of the conditions described above for Section 15162 calling for preparation of a subsequent EIR have been met. In addition, the FRLRP EIR and associated Mitigation Monitoring and Reporting Program remain valid for assessing and mitigating identified impacts that would result from implementation of the approved project.

Refinements to the FRLRP as described in this addendum and any altered conditions since certification of the EIR on February 6, 2007:

► would not result in any new significant environmental effects, and

► would not substantially increase the severity of previously identified effects.

In addition, no new information of substantial importance has arisen that shows that:

► the project would have new significant effects,

► the project would have substantially more severe effects,

► mitigation measures or alternatives previously found to be infeasible would in fact be feasible, or

► mitigation measures or alternatives that are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment.

Because none of the conditions described in Section 15162 of the State CEQA Guidelines calling for preparation of a subsequent EIR have occurred, an addendum to the FRLRP EIR, consistent with Section 15164 of the State CEQA Guidelines, is the appropriate mechanism to address the proposed project refinements.
2 DESCRIPTION OF FRLRP REFINEMENTS

The following refinements are proposed for FRLRP Alternative 2 (the approved project) since the FRLRP EIR was certified and Alternative 2 was approved for implementation:

- Construct a 0.9-mile-long, 20-foot-wide toe access corridor on the landside of the Segment 3 levee north of Island Avenue
- Remove and relocate 12 elderberry shrubs within the newly established 20-foot-wide toe access corridor

The proposed project refinements are described below.

2.1 EXPANSION OF ACCESS CORRIDOR

Recent emphasis by the U.S. Army Corps of Engineers (USACE) on vegetation management at the toes of levees and recent new criteria requirements for urban levees (Department of Water Resources Urban Levee Design Criteria, May 2012, Section 7.11.1) by the California Department of Water Resources (DWR) with respect to urban levees have resulted in the requirement that TRLIA expand levee improvements to provide a 20-foot toe access corridor on the landside of Segment 3 north of Island Avenue for approximately 0.9 mile along the levee to the intersection of Riverside Drive and Sycamore Avenue. The expansion of an existing corridor requires removal of existing fences, construction of a new fence along the outside boundary of the toe access corridor, construction of a maintenance road within the access corridor, construction of drainage improvements, and vegetation and trash clearance.

Establishment of a 20-foot-wide toe access corridor on the landside of Segment 3 north of Island Avenue would result in expansion of the toe access corridor past existing fences of adjacent private properties. Although establishment of the toe access corridor would extend past existing fences of private properties, this expansion would occur entirely within the property boundary of the State of California. Recent review of parcel boundaries by TRLIA and DWR revealed that existing private properties adjacent to the levee in Segment 3 have encroached an average of 17 feet into State property.

In accordance with the requirements of USACE and DWR, the widened toe access corridor must include the following elements:

- a new 10-foot-high uniform cyclone fence along the new fence line (Figure 2-1),
- a new maintenance road constructed of road grade fill to 1 to 5 feet along the landside levee toe (Figure 2-1),
- construction of a concrete v-ditch at the south end of the project from Island Avenue to 400 feet north of Island Avenue for drainage to ensure that the maintenance road does not become flooded or impassable (Figure 2-1), and
- installation of a drainage pipe through the Island Avenue crossing of the levee at the south end of the project to drain water from the new concrete v-ditch to existing drainage on the land side of the levee south of Island Avenue (Figure 2-1).

2.2 REMOVE AND RELOCATE ELDERBERRY SHRUBS

State and federal requirements require that vegetation and other encroachments (e.g., trash, equipment, vehicles, and other removable items) be cleared and removed from within the levee access corridor. This requirement
would result in the need to remove the existing fences, vegetation, debris, and other material from within the access corridor. Most of the vegetation in the access corridor consists of weedy herbaceous species, some native and non-native shrubs, and native and non-native trees. However, there are also 12 elderberry shrubs growing along the existing fences that would need to be removed.

Construction of the Segment 2 setback levee and associated facilities would affect elderberry shrubs within and immediately adjacent to the construction footprint. Elderberry shrubs are considered habitat for the threatened Valley Elderberry Longhorn Beetle (VELB). Pursuant to the FRLRP EIR, impacts of the FRLRP to VELB habitat have been mitigated, in part, by establishing the Feather River Elderberry Transplant (FRET) mitigation area. The FRET mitigation area is a 44-acre elderberry mitigation site located in the northern end of the setback area and is a requirement of August 28, 2008 U.S. Fish and Wildlife Service (USFWS) Biological Opinion (BO) and the USACE Section 404 Permit for the Segment 2 setback levee. The elderberry shrubs along the existing fences on the land side of the levee in Segment 3 are proposed to be removed from Segment 3 and transplanted to the existing FRET mitigation area in Segment 2.

The anticipated construction schedule is for elderberry transplantation to occur during the USFWS recommended period of November 15 to February 15, most likely starting in January 2013. Construction of the new fence, maintenance road, concrete v-ditch, additional vegetation and trash clearing, and other improvements associated with the proposed project refinements would start in summer 2013. No structures are anticipated to be left in the proposed toe access corridor. Existing fences, vegetation, and some trash debris would be cleared from the access corridor and disposed of at the County landfill. Approximately 4,000 cubic yards of fill material would be imported by street legal dump trucks to construct the maintenance road embankment. The maintenance road and embankment would be spread and graded by one standard grader and compacted with a single vibratory roller. A water truck would be used to minimize dust during clearing and grading operations and to moisture condition the fill for compaction. Once the maintenance road embankment is complete, approximately 3,000 tons of road aggregate base would be placed on the embankment, moisture conditioned, and compacted to provide the maintenance road. An excavator would be required to excavate and fill a trench for the pipe through Island Avenue. Commercial concrete trucks would deliver a small amount of concrete for the v-ditch and pipe headwalls. Flatbed trucks would occasionally deliver construction materials such as lumber for framing concrete structures and fence materials. A maximum workforce of 10 workers would be on the job at any one time. Construction would occur 6 days a week (Monday through Saturday) from 7 a.m. to 7 p.m.
3 ENVIRONMENTAL ANALYSIS OF FRLRP REFINEMENTS

This section describes the evaluation performed to verify that (1) the two proposed FRLRP refinements described in Chapter 2, “Description of FRLRP Refinements,” of this document do not meet any of the criteria in Sections 15162 of the State CEQA Guidelines for preparation of a subsequent EIR and meet the criteria of 15164 of the State CEQA Guidelines for preparation of an EIR addendum, such as not resulting in new significant impacts or substantially more severe impacts than those already described in the FRLRP EIR, and (2) the combined analysis of the FRLRP in the EIR and this addendum is sufficient to meet CEQA requirements and allow the approval of the proposed FRLRP project refinements, if TRLIA so chooses.

The evaluation is provided in the form of a narrative discussion addressing each environmental topic area included in the FRLRP EIR (e.g., land use, transportation/traffic, air quality).

3.1 ANALYSIS BY ENVIRONMENTAL TOPIC AREA

A discussion is provided for each environmental topic area and provides information about the particular environmental topic, how the FRLRP and the proposed project refinements relate to the topic, and the status of any mitigation that may be required.

3.1.1 LAND USE AND PLANNING (INCLUDING AGRICULTURAL AND FORESTRY RESOURCES)

There are no new circumstances since certification of the FRLRP EIR that would influence land use impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions related to land use and planning, including agricultural resources.

The proposed project refinements evaluated in this addendum include construction of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely on land owned by the State of California. This expansion of the access corridor would not displace any housing. The access corridor is located between residential development and the existing levee. Therefore, the access corridor would not physically divide an existing community. Expansion of the access corridor would not substantially impact agricultural operations or cause conversion of agricultural land to non-agricultural uses because there are no agricultural uses or zoning within the immediate vicinity of the access corridor.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs would not physically divide an established community, displace persons or housing, or impact agricultural land.

Regarding land use and planning and agricultural resources, the EIR appropriately assumed actions would be taken to be compliant with DWR requirements, and analyzed impacts to land uses and planning, including agricultural resources, accordingly. Therefore, expansion of the existing access corridor and relocation of elderberry shrubs to the FRET mitigation area refine the levee improvement assumptions already included in the EIR. As discussed above, construction of the access corridor and relocation of elderberry shrubs from within the access corridor, along with associated activities in those areas (see Chapter 2, “Description of FRLRP Refinements”), would not physically divide an established community, conflict with any applicable land use plan or policy, or displace persons or housing, and would not result in more or less effects on land use and planning than those already identified in the EIR. Furthermore, the proposed project refinements would not convert
agricultural land to nonagricultural uses, conflict with agricultural zoning or uses, or cause conversion of agricultural land to nonagricultural use. There is no change in the type, significance, or severity of land use and planning related impacts. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

The FRLRP EIR was prepared in 2006 and did not address potential impacts to forestry resources because the EIR was prepared before the 2010 amendments in the State CEQA Guidelines pertaining to forest land. This addendum, however, addresses forestry resources.

Appendix G of the State CEQA Guidelines defines forestland as land that can support 10 percent native tree cover and woodland vegetation of any species—including hardwoods—under natural conditions, and that allows for management of one or more forest resource—including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation—and other public benefits (California Public Resources Code [PRC] 12220(g)).

The previously approved project site contains six habitat types within the project area: riparian forest/scrub, elderberry savanna, wetlands, open-water drainages, ruderal areas, orchards/agricultural land, and development (TRLIA 2006a:5.5-4). The only potential forest resources, the riparian forest, occurs as a band of vegetation in the floodways and floodplains of the FRLRP project area (TRLIA 2006a:5.5-5). According to the final EIR prepared for the Yuba County 2030 General Plan, none of the land in the project area is classified as timber areas or timber preserve areas (Yuba County 2011:4.2-11).

The proposed access corridor expansion area includes numerous trees (see Appendix A). These trees are located within fenced residential lots, though all are on land owned by the State of California. Because these trees have not been managed as a forest resource due to their small number and proximity to development, these trees do not qualify as forest resources and the land does not qualify as forestland. The proposed relocation of elderberry shrubs to the FRET mitigation area would not impact forestry resources because the FRET mitigation area is not located on forestland as defined by State CEQA Guidelines.

Based on the discussion presented above, the proposed project refinements do not affect native tree cover that would be classified as forestland under PRC Section 12220(g).

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The combined analysis of land use and planning and agricultural resources for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

### 3.1.2 GEOLOGY AND SOILS

There are no new circumstances since certification of the FRLRP EIR that would influence geology, soil, and mineral resource impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions related to this topic.

The proposed project refinements evaluated in this addendum include construction of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would not pose a geologic hazard to the levees because the access corridor would not compromise the levee integrity, but would allow easier access to the levees such that any hazards could be observed. Construction activities would temporarily disturb soils in the project area, but this impact would be less than significant because soils would be
stabilized after construction. Therefore, the access corridor would not result in any new impacts to geology, soils, and minerals.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional impacts to geology, soils, and minerals not previously considered.

Regarding geology and soils, the EIR assumed actions would be taken to be compliant with DWR requirements and the analysis of impacts to geology and soils considers that activity. Therefore, construction of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with assumptions already included in the EIR. These proposed project refinements simply provide specific locations and planting plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area (see Chapter 2, "Description of FRLRP Refinements") would not result in a change in the type, significance, or severity of impacts on geology and soils. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, "State CEQA Guidelines Regarding Changes to a Project"). The combined analysis of geology and soils for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

3.1.3 WATER RESOURCES AND RIVER GEOMORPHOLOGY

There are no new circumstances since certification of the FRLRP EIR that would influence water resources and river geomorphology impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding these topics.

The proposed project refinements evaluated in this addendum include construction of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. The access corridor would be constructed exclusively on the landside of the levee and would be located more than 2,000 feet from the Feather River. Therefore, construction and operation of the expanded access corridor would not result in any impacts to water resources or river geomorphology.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional impacts to water resources and river geomorphology.

Regarding water resources and river geomorphology, the EIR assumed compliance with DWR requirements and analyzed impacts to water resources and river geomorphology from that activity. Therefore, expansion of the access corridor and relocation of the elderberry shrubs to the FRET mitigation area is consistent with assumptions already included in the EIR. These proposed project refinements simply provide specific details and planting
plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area, along with associated activities in those areas (see Chapter 2, “Description of FRLRP Refinements”), would not result in a change in the type, significance, or severity of impacts on water resources and river morphology. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The combined analysis of water resources and river geomorphology for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

3.1.4 Fisheries

There are no new circumstances since certification of the FRLRP EIR that would influence fisheries impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding fisheries.

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. The access corridor would be constructed exclusively on the landside of the levee and would be located more than 2,000 feet from the Feather River. Therefore, construction and operation of the expanded access corridor would not result in any impacts to fisheries.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional impacts to fisheries.

Regarding fisheries, the EIR assumed compliance with DWR requirements and analyzed impacts to fisheries from that activity. Therefore, expansion of an access corridor and relocation of elderberry shrubs to the FRET mitigation area is consistent with assumptions already included in the EIR. These proposed project refinements simply provide specific locations and planting plans for actions already assumed in the EIR. Construction of the access corridor and relocation of elderberry shrubs to the FRET mitigation area, along with associated activities in those areas (see Chapter 2, “Description of FRLRP Refinements”), would not result in a change in the type, significance, or severity of impacts on fisheries. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The analysis of fisheries for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.
3.1.5 **Terrestrial Biological Resources**

There are no new circumstances since certification of the FRLRP EIR that would influence terrestrial biological resource impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding terrestrial biological resources.

On September 19, 2012, a biologist visited the site of the proposed access corridor to assess the presence of sensitive biological resources in the project vicinity. The reconnaissance-level survey revealed no evidence of sensitive biological resources in the access corridor area (Appendix A).

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. Because the access corridor must be free of vegetation per DWR requirements, trees and shrubs would be removed during project construction.

As stated in the biological survey report, the project site contains elderberry shrubs. As part of the FRLRP EIR, a mitigation measure was included that requires a mitigation plan to be developed by TRLIA and approved by USFWS (DEIR Mitigation Measure LS-5.5-d). Expansion of the access corridor would require removal of the elderberry shrubs and would be done in compliance with Mitigation Measure LS-5.5-d and with approval from USFWS. Because the proposed project refinements would not result in any impacts not already discussed in the FRLRP EIR and would be subject to all mitigation measures and requirements contained therein, the proposed project refinements would not result in any new impacts or increase the significance of any impacts.

The proposed project refinements evaluated in this addendum provide specific locations and plans for actions already assumed in the EIR. For the reasons discussed above, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area, along with associated activities in those areas (see Chapter 2, "Description of FRLRP Refinements"), would not result in a change in the type, significance, or severity of impacts on terrestrial biological resources. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, "State CEQA Guidelines Regarding Changes to a Project"). The analysis of terrestrial biological resources for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

3.1.6 **Recreation**

There are no new circumstances since certification of the FRLRP EIR that would influence recreation impacts associated with FRLRP Alternative 2 or the project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding recreation.

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. The FRLRP EIR identified that construction activities could result in temporary impacts to recreational users, but those impacts would be temporary in nature and less than significant. The impacts from construction of the access corridor would also be temporary and would not be any greater than already anticipated in the FRLRP EIR. Operation of the access corridor would not interfere with
any recreational uses because the access corridor is on the landside and would not affect waterside recreation, or
any use of the levee crown. The access corridor area is not presently used as a recreation area, so construction of
the access road would not impact recreational uses.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would
be removed from their present location within the access corridor and placed within the FRET mitigation area.
Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to
the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation
of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous
reviews and would not result in any additional impacts to recreational uses.

The proposed project refinements evaluated in this addendum provide specific locations and plans for actions
already assumed in the EIR. Expansion of the access road and relocation of elderberry shrubs to the FRET
mitigation area, along with associated activities in those areas (see Chapter 2, “Description of FRLRP
Refinements”), would not result in a change in the type, significance, or severity of impacts on recreation.
Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for
additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET
mitigation area are consistent with the CEQA requirements for use of an addendum (See Section 1.2, “State
CEQA Guidelines Regarding Changes to a Project”). The analysis of recreation for FRLRP Alternative 2 in the
FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements
and support the approval of the proposed project refinements, if TRLIA so chooses.

3.1.7 AESTHETICS

There are no new circumstances since certification of the FRLRP EIR that would influence aesthetics impacts
associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is
no new information requiring analysis for verification of the EIR conclusions regarding aesthetics.

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the
levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded
to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur
completely within land owned by the State of California. The FRLRP EIR identified that construction activities
could result in temporary impacts to views in the project area, but those impacts would be temporary in nature and
less than significant. The impacts from construction of the access corridor would also be temporary and would not
be any greater than already anticipated in the FRLRP EIR. Following construction of the access corridor, views in
the area would be substantially similar to those anticipated in the FRLRP EIR.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would
be removed from their present location within the access corridor and placed within the FRET mitigation area.
Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to
the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation
of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous
reviews and would not result in any additional impacts to views.

The proposed project refinements evaluated in this addendum provide specific locations and planting plans for
actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs to the
FRET mitigation area, along with associated activities in those areas (see Chapter 2, “Description of FRLRP
Refinements”), would not result in a change in the type, significance, or severity of impacts on aesthetics.
Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with the CEQA requirements for use of an addendum (See Section 1.2, "State CEQA Guidelines Regarding Changes to a Project"). The analysis of aesthetics for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

### 3.1.8 Cultural Resources

There are no new circumstances since completion of the FRLRP EIR that would influence cultural resource impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding cultural resources.

An archaeologist and an architectural historian surveyed the access corridor site on September 19, 2012, to assess the site for potential cultural resources. The survey revealed no evidence of archaeological resources or structures in the project site requiring further investigation (Appendix B).

A records search of pertinent cultural resource information was conducted by the North Central Information Center (NCIC) of the California Historical Resources Information System (CHRIS) on October 2, 2012. The files maintained at the NCIC contain information on previously conducted archaeological investigations that occurred near the project area. In addition, the NCIC reviewed data maps, historic directories, and literature that were relevant to the immediate area. The results of this records search indicate that no archaeological resources and no State or Federal listed historic resources are within one-quarter mile of the project area (Appendix B).

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California, all of which has been previously disturbed. The FRLRP EIR identified that construction activities could damage undocumented cultural resources, but mitigation incorporated reduced the impact to less than significant. While the records search and field survey indicate that there is no evidence of cultural resources in the access corridor area, any previously undiscovered cultural resources would be protected by mitigation measures already in place through the FRLRP EIR (see Mitigation Measures LS-5.8-c and LS-5.8-d). Therefore, the access corridor would not result in any additional significant impacts or increases in significance of any impacts related to cultural resources.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Furthermore, removal and replanting would occur in areas of previous disturbance and excavation, making it unlikely that previously unknown cultural resources would be discovered. Any previously unknown cultural resources that might be discovered would be protected by mitigation measures contained in the FRLRP EIR. Therefore, relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional impacts to cultural resources.

The proposed project refinements evaluated in this addendum provide specific locations and planting plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area, along with associated activities in those areas (see Chapter 2, "Description of FRLRP..."
Refinements”), would not result in a change in the type, significance, or severity of impacts on cultural resources. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The analysis of cultural resources for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

### 3.1.9 Air Quality (Including Greenhouse Gas Emissions)

There are no new circumstances since certification of the FRLRP EIR that would influence air quality impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding air quality.

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. The FRLRP EIR identified that construction activities could result in significant and unavoidable emissions during construction. Mitigation Measure LS-5.9-a requires implementation of pollution control measures designed to reduce construction emissions, though emissions would not be reduced to a less-than-significant level. Construction of the access corridor would involve equipment substantially similar to that anticipated by the FRLRP EIR. Given the small scope of the proposed project refinements in this addendum, emissions would not exceed levels of significance. Furthermore, compliance with Mitigation Measure LS-5.9-a would reduce emissions. Therefore, the access corridor would not result in any new significant impacts or any increase in the significance of impacts analyzed in the FRLRP EIR.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional impacts to air quality.

The proposed project refinements evaluated in this addendum provide specific locations and planting plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs, along with associated activities in those areas (see Chapter 2, “Description of FRLRP Refinements”), would not result in a change in the type, significance, or severity of impacts on air quality. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The analysis of air quality for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

### Greenhouse Gas Emissions

In September 2006, Governor Arnold Schwarzenegger signed Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006. AB 32 establishes regulatory, reporting, and market mechanisms to achieve
quantifiable reductions in greenhouse gas (GHG) emissions and a cap on statewide GHG emissions. AB 32 requires that statewide GHG emissions be reduced to 1990 levels by 2020. This reduction will be accomplished through an enforceable statewide cap on GHG emissions that will be phased in starting in 2012. To effectively implement the cap, AB 32 directs the Air Resources Board (ARB) to develop and implement regulations to reduce statewide GHG emissions from stationary sources. AB 32 specifies that regulations adopted in response to AB 1493 should be used to address GHG emissions from vehicles. However, AB 32 also includes language stating that if the AB 1493 regulations cannot be implemented, then ARB should develop new regulations to control vehicle GHG emissions under the authorization of AB 32.

Senate Bill (SB) 97, signed August 2007, acknowledges that climate change is a prominent environmental issue that requires analysis under CEQA. This bill directs the California Office of Planning and Research (OPR) to prepare, develop, and transmit to the California Natural Resources Agency guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions, as required by CEQA by July 1, 2009. The California Natural Resources Agency adopted those guidelines on December 30, 2009, and the guidelines became effective March 18, 2010.

The FRLRP EIR was prepared in 2006 and did not address potential impacts of GHG emissions because the EIR was prepared before the 2010 amendments in the State CEQA Guidelines pertaining to GHG emissions. As discussed in Section 1.1, “Background and Refinements in project Elements Leading to Preparation of the Addendum,” levee improvements in Segments 1 and 3 were completed in 2009 and the Segment 2 setback levee was completed in 2010. Thus, project construction other than activities proposed in this addendum was completed at approximately the same time when State CEQA Guidelines for GHG emissions analysis became effective. Because the purpose of GHG emissions analysis under CEQA is to disclose and determine the significance of emissions prior to project approval and implementation, analysis of the GHG emissions of the entire FRLRP project at this time is unwarranted because the project has been constructed. Therefore, this addendum analyzes only the potential for GHG emissions from the proposed project refinements: expansion of the access corridor and relocation of elderberry shrubs.

In June 2010 (after certification of the FRLRP FEIR), the Feather River Air Pollution Control District (FRAQMD) issued guidance on how to address GHG impacts under CEQA (FRAQMD 2010). This guidance recommended the use of a white paper by California Air Pollution Control Officer’s Association (CAPCOA) for GHG evaluations, and FRAQMD did not establish thresholds of significance for GHG emissions (FRAQMD 2010:27). At the time of this addendum, Yuba County has not yet approved a climate action plan or similar document designed to reduce GHG emissions.

CAPCOA recommends several mitigation measures, most of which are performance-based measures intended to reduce operational GHG emissions (by reducing vehicle miles traveled) through project design (CAPCOA 2008). Operation of the proposed expanded access corridor would be identical to existing use because the proposed project refinements only involve expansion of the existing access corridor. Furthermore, CAPCOA mitigation measures designed to reduce operational emissions are not relevant to the expanded access corridor because there would not be increased use of the access corridor, thus there would not be a need to mitigate GHG emissions by reducing vehicle miles traveled.

While FRAQMD has not adopted thresholds of significance for GHG emissions, a few other air districts in California have provided some guidance. For example, the Bay Area Air Quality Management District (BAAQMD) developed thresholds for project operational emissions, though those thresholds have been challenged and are not currently enforced. In May 2011, BAAQMD adopted thresholds of 1,100 tons per year for land use development projects and 10,000 tons per year for stationary sources (BAAQMD 2011:2-4). BAAQMD has not adopted thresholds of significance for construction emissions.

During project construction, GHG emissions would be generated from a variety of sources, including construction worker vehicles, heavy-duty construction equipment, and/or material delivery trucks. Construction emissions
were modeled using URBEMIS 2007 (v. 9.2.4). Appendix C of this addendum contains the output data sheets. Based on a maximum construction width of 20 feet and approximate length of 0.9 mile, approximate maximum acreage disturbed would be approximately 2.5 acres. Assuming activities such as demolition, trenching, and grading would take place 6 days per week for approximately 5 months, URBEMIS calculated that construction activities would emit approximately 148.12 tons of carbon dioxide (CO₂).

As stated above, land use development that generates greater than 1,100 metric tons of CO₂ per year is considered by BAAQMD to exceed the threshold of significance. Absent any air quality regulatory agency-adopted threshold for GHG emissions, the proposed project modifications would generate substantially fewer emissions than 1,100 metric tons CO₂ per year. This information is presented for informational purposes only, and it is not the intention of FRAQMD to adopt 1,100 metric tons of CO₂ per year as a numeric threshold. Rather, the intention is to put project-generated GHG emissions in the appropriate statewide context in order to evaluate whether the project's contribution to the global impact of climate change is considered substantial. Because project-related emissions would be below the thresholds established by BAAQMD, the GHG emissions from the proposed project refinements would not be a considerable contribution to the significant cumulative global impact.

Based on the discussion presented above, the proposed project refinements would not generate a significant amount of GHG emissions, or conflict with any adopted plan adopted for the purpose of reducing GHG emissions.

### 3.1.10 Noise and Vibration

There are no new circumstances since certification of the FRLRP EIR that would influence noise and vibration impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding noise and vibration effects.

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. The FRLRP EIR identified that construction activities could result in significant and unavoidable noise impacts during construction and less-than-significant impacts related to groundborne vibration. Mitigation Measure LS-5.10-a requires implementation of measures designed to reduce noise during construction, though construction noise would not be reduced to a less-than-significant level. Construction of the access corridor would involve equipment substantially similar to that anticipated by the FRLRP EIR and would be required to comply with Mitigation Measure LS-5.10-a. Therefore, construction of the access corridor would not result in any new significant noise or vibration impacts or any increase in the significance of noise or vibration impacts analyzed in the FRLRP EIR.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional noise or vibration impacts.

The proposed project refinements evaluated in this addendum provide specific locations and planting plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of the FRET mitigation area, along with associated activities in those areas (see Chapter 2, "Description of FRLRP Refinements"), would not result in a change in the type, significance, or severity of impacts on noise and vibration. Furthermore, there are
no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The analysis of noise and vibration for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

3.1.11 **TRANSPORTATION AND CIRCULATION**

There are no new circumstances since certification of the FRLRP EIR that would influence transportation and circulation impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding transportation and circulation effects.

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. The FRLRP EIR identified that construction activities could result in potentially significant impacts during construction resulting from increased traffic hazards on roadways in the project area. This impact, however, would be mitigated to a less-than-significant level by implementation of Mitigation Measure LS-5.11-b. Mitigation Measure LS-5.11-b required development and implementation of a traffic safety plan. Construction of the access corridor would involve activities substantially similar to that anticipated by the FRLRP EIR and would be required to comply with Mitigation Measure LS-5.11-b. Therefore, construction of the access corridor would not result in any new or increased transportation impacts than those discussed in the FRLRP EIR.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional or increased transportation impacts.

The proposed project refinements evaluated in this addendum provide specific locations and planting plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area, along with associated activities in those areas (see Chapter 2, “Description of FRLRP Refinements”), would not result in a change in the type, significance, or severity of impacts on transportation and circulation. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The analysis of transportation and circulation for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.
3.1.12  PUBLIC SERVICES, UTILITIES, AND SERVICE SYSTEMS

There are no new circumstances since certification of the FRLRP EIR that would influence public services, utilities, and service systems impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding effects regarding these topics.

The proposed project refinements evaluated in this addendum include expansion of an access corridor along the levee toe within the northern section of Segment 3. The access corridor already exists, but needs to be expanded to a width of 20 feet to meet DWR requirements. Expansion of the existing toe access corridor would occur completely within land owned by the State of California. The FRLRP EIR identified that construction activities could result in potentially significant impacts during construction resulting from increased traffic hazards that could conflict with emergency response vehicles. This impact, however, would be mitigated to a less-than-significant level by implementation of Mitigation Measure LS-5.11-b. Mitigation Measure LS-5.11-b required development and implementation of a traffic safety plan. Construction of the access corridor would involve activities substantially similar to that anticipated by the FRLRP EIR and would be required to comply with Mitigation Measure LS-5.11-b. Therefore, construction of the access corridor would not result in any new or increased public services, utilities, or service systems impacts than those discussed in the FRLRP EIR.

Expansion of the access corridor would require the relocation of elderberry shrubs. The elderberry shrubs would be removed from their present location within the access corridor and placed within the FRET mitigation area. Relocation of the elderberry shrubs is consistent with previously reviewed project elements (see Addendum 4 to the EIR which evaluated impacts that would result from establishment of the FRET mitigation area). Relocation of elderberry shrubs from the access corridor to the FRET mitigation area would be consistent with previous reviews and would not result in any additional or increased public services, utilities, or service systems impacts.

The proposed project refinements evaluated in this addendum provide specific locations and planting plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs, along with associated activities in those areas (see Chapter 2, “Description of FRLRP Refinements”), would not result in a change in the type, significance, or severity of impacts on public services, utilities, and service systems. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The analysis of public services, utilities, and service systems for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

3.1.13  PALEONTOLOGICAL RESOURCES

There are no new circumstances since certification of the FRLRP EIR that would influence paleontological resource impacts associated with FRLRP Alternative 2 or the proposed project refinements evaluated in this addendum, and there is no new information requiring analysis for verification of the EIR conclusions regarding effects regarding paleontological resources.

As discussed in Section 3.1.8 above, the cultural resources field survey and record search performed specifically for the access corridor identified no evidence of potential paleontological resources (Appendix B). Any previously undiscovered paleontological resources would be protected by mitigation measures already in place through the FRLRP EIR (see Mitigation Measures LS-5.8-c and LS-5.8-d). Therefore, the access corridor would not result in any new or increased impacts related on paleontological resources.
The proposed project refinements evaluated in this addendum provide specific locations and planting plans for actions already assumed in the EIR. Expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area, along with associated activities in those areas (see Chapter 2, “Description of FRLRP Refinements”), would not result in a change in the type, significance, or severity of impacts on paleontological resources. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

Given these conditions, expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area are consistent with CEQA requirements for use of an addendum (See Section 1.2, “State CEQA Guidelines Regarding Changes to a Project”). The analysis of paleontological resources for FRLRP Alternative 2 in the FRLRP EIR and for the proposed project refinements in this addendum is sufficient to meet CEQA requirements and support the approval of the proposed project refinements, if TRLIA so chooses.

3.2 CONCLUSIONS

3.2.1 ENVIRONMENTAL RESOURCE IMPACTS

As described in the preceding sections, the proposed project refinements evaluated in this addendum (i.e., expansion of the access corridor and relocation of elderberry shrubs to the FRET mitigation area) would not change any of the impact conclusions of the FRLRP EIR and would not substantially increase the severity of identified impacts. Furthermore, there are no changes to the effectiveness of mitigation measures proposed in the EIR or the need for additional mitigation measures.

3.2.2 CUMULATIVE IMPACTS

In Chapter 6 of the DEIR, “Cumulative Impacts,” the FRLRP is considered together with related projects and regional development for each of the environmental topic areas evaluated in the DEIR. Consistent with the intent of a cumulative analysis, where the combined effects of multiple projects are to be considered, the various elements of the FRLRP are generally evaluated as a whole. The FRLRP would not make cumulatively considerable contributions to significant cumulative impacts related to geology, soils, and mineral resources; water resources and river geomorphology; fisheries; terrestrial biological resources; recreation; aesthetic resources; cultural resources; transportation and circulation; public services, utilities, and service systems; or paleontological resources. The FRLRP would make cumulatively considerable contributions to significant and unavoidable cumulative impacts related to land use and planning, air quality, and noise.

As documented throughout this addendum, implementing the proposed project refinements (i.e., construction of the access corridor and relocation of elderberry shrubs to the FRET mitigation area) would not result in any new significant impacts or substantially more severe impacts and would not require any new or different mitigation measures. Furthermore, there are no new circumstances since certification of the EIR that would result in new cumulatively considerable contributions to significant cumulative impacts or that would substantially increase the severity of previously identified cumulatively considerable contributions to significant cumulative impacts. There is no other new information requiring analysis or verification. Therefore, the direct, indirect, and cumulative impacts of the proposed project refinements evaluated in this addendum would remain consistent with the conclusions of the cumulative impact analysis in Chapter 6 of the EIR, “Cumulative Impacts.”

3.2.3 CONCLUSIONS

Based on the analysis of the categories of environmental impacts evaluated above, expansion of the access corridor with the proposed project refinements described in this document would result in none of the conditions described in Section 15162 of the State CEQA Guidelines calling for preparation of a subsequent EIR. In
summary, there are no altered circumstances or new information of substantial importance since certification of
the FRLRP EIR, and the proposed project refinements evaluated in this addendum:

► would not result in any new significant environmental effects,

► would not substantially increase the severity of previously identified effects,

► would not result in mitigation measures or alternatives previously found to be infeasible becoming feasible, and

► would not result in availability/implementation of mitigation measures or alternatives that are considerably
different from those analyzed in the previous document that would substantially reduce one or more
significant effects on the environment.

These conclusions confirm that this addendum to the FRLRP EIR is the appropriate CEQA document to evaluate
and record the proposed project refinements described in this document.
REFERENCES


Memorandum

To: Eric Htain
From: Kristin Asmus
CC: 
Date: September 19, 2012
Subject: TRLIA Feather River Levee Segment 3

As you requested I performed a reconnaissance level survey of the Feather River Levee Segement 3 project site from Island Avenue to approximately the Poplar/Sycamore Avenue intersection on September 19, 2012. The purpose of the survey was to check for the presence of sensitive biological resources in the project area. This memo presents a summary of those findings.

The levee top is compacted gravel roadway and the levee banks are covered with nonnative annual grasses and ruderal forbs. The bank slopes and toes were recently mowed and I was not able to determine dominant species, however, on the slope and toe wild oat (Avena fatua) was evident, as was Johnson grass (Sorghum halepense), chicory (Cichorium intybus), turkey mullein (Croton (=Eremocarpus) setigerus), and telegraph weed (Heterotheca grandiflora). Along the eastern toe of the slope in the project area were numerous trees and shrubs, a mix of mostly native Valley oak (Quercus lobata) and Northern California black walnut (Juglans hindsii), with some landscape ornamentals such as edible fig (Ficus carica), siltree (Albizia julibrissin), and the invasive tree-of-heaven (Ailanthus altissima). Shrubs noted include native blue elderberry (Sambucus nigra ssp. caerulea) and nonnative prickly pear cactus (Opuntia sp.).

Surrounding land use includes housing development on the east (inland) side and active agriculture on the west (river) side including an orchard and a recently mowed fallow field. There are no sensitive vegetation communities present and no potentially jurisdictional waters or wetlands. The project area provides only marginal habitat for most wildlife due to the minimal vegetation along the levee and the presence of humans and domestic animals such as dogs, goats, and horses. However, there is suitable habitat present for many bird species including raptors. Nesting birds are protected under the Migratory Bird Treaty Act and California Fish and Game Code; therefore, if project activity is to take place during the nesting bird season (February 1 through August 31), a preconstruction survey should be conducted within 48 hours to check for nests and avoid impacts on active nests.

The project area is located in unincorporated Linda in Yuba County. The Yuba County General Plan has language geared toward the protection of oaks and oak woodland within the county, though the language appears to apply only to development projects. In a summary review of the Yuba County Code of Ordinances I did not find a specific tree protection ordinance or language indicating protection of existing trees. Therefore there does not appear to be any requirement for tree removal permits for this project.
APPENDIX B

Cultural Resources Survey and Record Search
Memorandum

To: Eric Htain
From: Patricia Ambacher
CC:
Date: September 21, 2012
Subject: TRLIA Feather River Levee Segment 3

On September 19, 2012, AECOM archaeologist Anna Starkey, and architectural historian Patricia Ambacher conducted a field survey of the approximate 1-mile project area near the Yuba River, in Linda, Yuba County, California. The survey area is located on the east side of the Yuba River Southern Levee between Island Avenue to the south and Sycamore Avenue to the north.

Archaeological Survey

The archaeological survey was conducted of an approximately 20-foot area that consisted of privately owned, fenced parcels. Therefore direct access was not possible at the time of the survey. The survey was conducted from the top of the levee, which provided a clear view of the parcels.

Due to the area being a built environment, the possibility of encountering prehistoric artifacts or sites is low. Parcels with exposed soils were observed for shell fragments, darkening of the soil and other constituents denoting the possibility of a prehistoric site. The project area was also surveyed for historic resources and isolates, such as can scatters or materials leftover from mining operations or levee building. No archeological resources were observed.

Architectural Survey

The architectural field survey was conducted from the top of the levee because the parcels were privately owned. Forty-three parcels containing buildings and structures located at the west end of the parcel were documented with photographs and field notes. The project area is residential with some commercial and religious properties and the most of the primary buildings were older than 45 years and were located at the east end of the parcels. The ancillary buildings and structures documented varied in types and included sheds, garages, and animal pens. Based on map research it was determined that all of the ancillary buildings recorded during the survey are less than 45 years old. Therefore, no further investigation was required.
October 2, 2012

Anna Starkey
EDAW, Inc.
2022 J Street
Sacramento, CA 95816

NCIC File No: YUB-12-09

Records Search Results Summary for
TRILIA Gold Fields
T15N/R3E Unsectioned
USGS 7.5' Olivehurst and Yuba City quads, Yuba County

- Sites Within ¼ Mile Radius Project Area:
  No new sites
- NCIC Reports Within ¼ Mile Radius Project Area:
  #7921
  #10098
- OHP Historic Property Directory (2012): Nothing listed
- Determination of Eligibility (2012): Not requested
- National Register of Historic Places/California Register of Historic Resources (2006):
  Nothing listed
- California Inventory of Historic Resources (1976): Nothing listed
- State Historic Landmarks (1996 and updates): Nothing listed
- Point of Historic Interest (1992 and updates): Nothing listed
- Caltrans Inventory of Historic Bridges (1987, 2000): Nothing listed
- GLO/Historic Maps: Not requested

Per your written request NCIC File No: YUB-08-29 sites and reports were not duplicated for this records search.

Thank you for using our services. A copy of an invoice/confidentiality agreement is enclosed; please sign and return with your payment. If you have any questions or would like complete copies of survey reports, please do not hesitate to call us at 916/278-6217 or contact us at the above email address.
Citation Information

Authors: Offermann, Janis
Tina Blom
Dana McGowan
Daryl Noble
Linda Rodgers
Micahel Rondeau
Larry Wiegel

Year: 1992
Title: Negative Archaeological Survey Report 03-YUB/SUT-65 03205-297300
Affiliation: CalTrans
Client: CalTrans

No. Pages:
Report Type(s): Archaeological survey
Inventory Size: approx. 515 acres
No. Sites: 0
No. Informal:
Collections:
Disclosure: Not for publication

Associated Resources

Notes

Location Info

County(ies): Yuba
USGS 7.5' Quads: OLIVEHURST
YUBA CITY
PLSS:

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Address:

Database Record Metadata

Date Entered: 11/20/2006
Last Modified: 2/22/2010

IC Actions: Date User Action taken

Report survey plotted in GIS, portion in Sutter county not plotted
North Central Information Center Report Detail Record: 10098

Citation Information
Authors: Richard Dels
Year: 2009
Title: Cultural Resources Assessment for the feather River Erosion Site 2 Repair Project
Affiliation: EDAW
Client: Three Rivers levee Improvement Authority
No. Pages:
Report Type(s): Archaeological survey
Inventory Size: 900 foot area
No. Sites:
No. Informat:
Collections: Unknown
Disclosure: Not for publication

Associated Resources

Notes

Location Info
County(ies): Yuba
USGS 7.5' Quads: OLIVEHURST
YUBA CITY
PLSS: Township情境 Sections
T 15 N R 3 E 25
BL/M or Land Grant
MDBM
Address:

Database Record Metadata
Date User
Entered: 4/17/2009 alisha
Last Modified: 4/17/2009 alisha
IC Actions: Date User Action taken
4/17/2009 alisha Imported from site record, GIS
California Historical Resource Status Codes

1 Properties listed in the National Register (NR) or the California Register (CR)
   1D Contributor to a district or multiple resource property listed in NR by the Keeper. Listed in the CR.
   1S Individual property listed in NR by the Keeper. Listed in the CR.
   1CD Listed in the CR as a contributor to a district or multiple resource property by the SHRC
   1CS Listed in the CR as Individual property by the SHRC.
   1CL Automatically listed in the California Register – Includes State Historical Landmarks 770 and above and Points of Historical Interest nominated after December 1997 and recommended for listing by the SHRC.

2 Properties determined eligible for listing in the National Register (NR) or the California Register (CR)
   2B Determined eligible for NR as an individual property and as a contributor to an eligible district in a federal regulatory process. Listed in the CR.
   2D Contributor to a district determined eligible for NR by the Keeper. Listed in the CR.
   2D2 Contributor to a district determined eligible for NR by consensus through Section 106 process. Listed in the CR.
   2D3 Contributor to a district determined eligible for NR by Part I Tax Certification. Listed in the CR.
   2D4 Contributor to a district determined eligible for NR pursuant to Section 106 without review by SHPO. Listed in the CR.
   2S Individual property determined eligible for NR by the Keeper. Listed in the CR.
   2S2 Individual property determined eligible for NR by a consensus through Section 106 process. Listed in the CR.
   2S3 Individual property determined eligible for NR by Part I Tax Certification. Listed in the CR.
   2S4 Individual property determined eligible for NR pursuant to Section 106 without review by SHPO. Listed in the CR.
   2CB Determined eligible for CR as an individual property and as a contributor to an eligible district by the SHRC.
   2CD Contributor to a district determined eligible for listing in the CR by the SHRC.
   2CS Individual property determined eligible for listing in the CR by the SHRC.

3 Appears eligible for National Register (NR) or California Register (CR) through Survey Evaluation
   3B Appears eligible for NR both individually and as a contributor to a NR eligible district through survey evaluation.
   3D Appears eligible for NR as a contributor to a NR eligible district through survey evaluation.
   3S Appears eligible for NR as an individual property through survey evaluation.
   3CB Appears eligible for CR both individually and as a contributor to a CR eligible district through a survey evaluation.
   3CD Appears eligible for CR as a contributor to a CR eligible district through a survey evaluation.
   3CS Appears eligible for CR as an individual property through survey evaluation.

4 Appears eligible for National Register (NR) or California Register (CR) through other evaluation

5 Properties Recognized as Historically Significant by Local Government
   5D1 Contributor to a district that is listed or designated locally.
   5D2 Contributor to a district that is eligible for local listing or designation.
   5D3 Appears to be a contributor to a district that appears eligible for local listing or designation through survey evaluation.
   5S1 Individual property that is listed or designated locally.
   5S2 Individual property that is eligible for local listing or designation.
   5S3 Appears to be individually eligible for local listing or designation through survey evaluation.
   5B Locally significant both individually (listed, eligible, or appears eligible) and as a contributor to a district that is locally listed, designated, determined eligible or appears eligible through survey evaluation.

6 Not Eligible for Listing or Designation as specified
   6C Determined ineligible for or removed from California Register by SHRC.
   6D Landmarks or Points of Interest found ineligible for designation by SHRC.
   6L Determined ineligible for local listing or designation through local government review process; may warrant special consideration in local planning.
   6T Determined ineligible for NR through Part I Tax Certification process.
   6U Determined ineligible for NR pursuant to Section 106 without review by SHPO.
   6W Removed from NR by the Keeper.
   6X Determined ineligible for the NR by SHRC or Keeper.
   6Y Determined ineligible for NR by consensus through Section 106 process – Not evaluated for CR or Local Listing.
   6Z Found ineligible for NR, CR or Local designation through survey evaluation.

7 Not Evaluated for National Register (NR) or California Register (CR) or Needs Revaluation
   7J Received by OHP for evaluation or action but not yet evaluated.
   7K Resubmitted to OHP for action but not reevaluated.
   7L State Historical Landmarks 1-769 and Points of Historical Interest designated prior to January 1998 – Needs to be reevaluated using current standards.
   7M Submitted to OHP but not evaluated - referred to NPS.
   7N Needs to be reevaluated (Formerly NR Status Code 4)
   7N1 Needs to be reevaluated (Formerly NR SC4) – may become eligible for NR w/restoration or when meets other specific conditions.
   7R Identified in Reconnaissance Level Survey: Not evaluated.
   7W Submitted to OHP for action – withdrawn.

12/8/2003
APPENDIX C

URBEMIS Modeling Data
CONSTRUCTION EMISSION ESTIMATES

**CO2**

2013 TOTALS (tons/year unmitigated) 148.12

AREA SOURCE EMISSION ESTIMATES

**CO2**

TOTALS (tons/year, unmitigated) 0.25

SUM OF AREA SOURCE AND OPERATIONAL EMISSION ESTIMATES

**CO2**

TOTALS (tons/year, unmitigated) 0.25

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

**CO2**
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**Phase Assumptions**


Building Volume Total (cubic feet): 0

Building Volume Daily (cubic feet): 0
10/24/2012 12:52:20 PM

On Road Truck Travel (VMT): 0

Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Rubber Tired Dozers (357 hp) operating at a 0.59 load factor for 1 hour per day
2 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 6 hours per day

Total Acres Disturbed: 2.5
Maximum Daily Acreage Disturbed: 0.62
Fugitive Dust Level of Detail: Default
   20 lbs per acre-day
On Road Truck Travel (VMT): 0

Off-Road Equipment:
1 Graders (174 hp) operating at a 0.61 load factor for 6 hours per day
1 Rubber Tired Dozers (357 hp) operating at a 0.59 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day
1 Water Trucks (189 hp) operating at a 0.5 load factor for 8 hours per day

Phase: Mass Grading 2/18/2013 - 3/2/2013 - Default Mass Site Grading Description
Total Acres Disturbed: 2.5
Maximum Daily Acreage Disturbed: 0.62
Fugitive Dust Level of Detail: Default
   20 lbs per acre-day
On Road Truck Travel (VMT): 0

Off-Road Equipment:
1 Graders (174 hp) operating at a 0.61 load factor for 6 hours per day
1 Rubber Tired Dozers (357 hp) operating at a 0.59 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day
1 Water Trucks (189 hp) operating at a 0.5 load factor for 8 hours per day
2 Excavators (168 hp) operating at a 0.57 load factor for 8 hours per day
1 Other General Industrial Equipment (238 hp) operating at a 0.51 load factor for 8 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 0 hours per day
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
        Larry Dacus, Design Manager
SUBJECT: Approve Amendment 14 to Contract with HDR Engineering, Inc. for the purpose of Preparing a Construction Documentation Report for the Upper Yuba Levee Improvement Project

Recommended Action

Approve Contract Amendment No. 14 with HDR Engineering, Inc. for $29,873 for the purpose of preparing Construction Documentation Reports for the Upper Yuba Levee Improvement Project (UYLIP) and the Shad Road Landslide Levee Improvement and authorize Executive Director to sign and execute the contract amendment once General Counsel has reviewed and approved.

Discussion

Background

Construction is complete on the UYLIP and nearly complete for the Shad Road Improvement. A requirement of the State Funding Grant and the United States Corps of Engineers (USACE) Section 408 Permit is that construction be documented in a Construction Documentation Report (CDR). These reports are needed to obtain all retention funds from the State and to have USACE accept the improved levee reach into the Federal Flood Project. None of the amendments to date with HDR Engineering Inc. have included a task for preparation of these documents.

Document Preparation Scope

HDR Engineering, Inc. has prepared similar documents in the past for TRLIA completed projects. The CDR will provide a description of the work accomplished, description of any field changes to the design, any construction problems and how resolved, as-built drawings, photo documentation of the construction, quality control and quality assurance information, and a certification by a California Registered Civil Engineer that the project was constructed in accordance with the approved plans and specifications and any approved modifications thereto.

The attached proposal provides additional detail as to the scope of services required for the preparation of the CDR.
Fiscal Impact:

The amendment amount is $29,873 for services on a time-and-expenses basis, not to exceed the maximum amount ($9,757,325) of the contract for Professional Services without prior authorization by TRLIA. This project is part of the State/TRLIA Upper Yuba River Levee Improvement EIP Funding Agreement. The Funding Agreement cost sharing is Local 30% and State 70%.

Attachments:
- Amendment 14
- Exhibit A – HDR Scope
FOURTEENTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

THIS FOURTEENTH AMENDATORY AGREEMENT is made and entered into this ___ day of ___________ 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 $2,816,642; 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
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, a TWELFTH AMENDATORY AGREEMENT, executed February 21, 2012 increased the maximum not to exceed contract fee from $9,617,690 by $50,000 to $9,667,690 and extended the contract date to December 31, 2013; and

WHEREAS, a THIRTEENTH AMENDATORY AGREEMENT, executed September 18, 2012 increased the maximum not to exceed contract fee from $9,667,690 by $59,762 to $9,727,452; and

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

WHEREAS, 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 FOURTEENTH AMENDMENT.

2. Attachment B, Provision B.1 of the Agreement shall be revised to increase the maximum not to exceed contract fee by $29,875 from $9,727,452 to $9,757,325.

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 ______________, 2012.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ATTEST:
DONNA STOTTLEMEYER
Clerk of the Board

HDR ENGINEERING, INC.

Robert M. Boling
Senior Vice President

APPROVED AS TO FORM:

SCOTT L. SHAPIRO
GENERAL COUNSEL

FOURTEENTH HDR AMENDMENT - 2 - 10/30/2012
EXHIBIT A

Scope of Work
(Amendment No. 14)

For Preparation of
Construction Documentation Reports for
the Upper Yuba Levee Improvement Project and
the Levee Landside Improvement at Shad Road

October 16, 2012

Three Rivers Levee Improvement Authority
Yuba City, California
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Scope of Work............................................................................................................. 2
  1  Upper Yuba Levee Improvement Project Construction Documentation Report............ 2
  2  Levee Landslide Improvement Near Shad Road Construction Documentation Report..... 3
Background

As a part of previously approved contracts between the Three Rivers Levee Improvement Authority (TRLIA) and HDR Inc., HDR provided engineering services and prepared construction documents for the Upper Yuba Levee as a part of the following projects:

- Upper Yuba Levee Improvement Project (PLM 2.2 to 6.1 / STA 102+00 to 303+59), Simpson Lane to the Yuba Goldfields
- Levee Landslide Improvement (STA 5+80 to 9+00 / PLM 0.38 to 0.44), Shad Road

Construction has since been started and is near completion on the Upper Yuba Levee Improvement Project (ULYIP). Construction on the Levee Landslide Improvement near Shad Road is currently underway with an anticipated completion date of mid November.

Construction Documentation Reports (CDRs) are generated at the end of the construction phase of the project and serve to summarize construction activities including documenting field changes and how those changes impacted the approved design. CDRs are necessary for both the ULYIP and the Levee Landslide Improvement near Shad Road projects.

Scope of Work

The following outlines HDR’s scope for preparing the CDRs for the above noted projects. This work will be completed in accordance with our existing contract and subsequent amendments.

Task 1 - Upper Yuba Levee Improvement Project Construction Documentation Report

One CDR will be completed for the ULYIP project and will summarize all relevant construction activities completed in years 2011 and 2012 for the ULYIP from Simpson Lane to the Yuba Goldfields, station 102+00 to 303+59. The report will provide the following:

- Project overview and description
- Summary of the criteria and standards used to develop the approved design
- Summary of the design process
- Photographs of construction activities
- Summary of all provided Quality Assurance (QA) and Quality Control (QC) tests and results completed by TRLIA’s team and by the contractor
- Discussion of issues and changes encountered in the field and how changes where incorporated into the approved design
- Discussion and opinion indicating if construction activities met the intended requirements set forth in the construction documents
- Relevant QA/QC tests and results along with as-built drawings
A draft CDR will be submitted to TRLIA for review. Comments will be addressed and the report will be finalized and resubmitted to TRLIA.

**Deliverables:**
- Draft and final versions of the UYLIP CDR

**Assumptions:**
- Contractor QA/QC reports and as-built drawings are provided to HDR
- One round of review prior to finalizing the report is anticipated

**Task 2 - Levee Landslide Improvement near Shad Road Construction Documentation Report**

One CDR will be completed for the Levee Landslide Improvement project near Shad Road. The report will summarize all relevant construction activities that will be completed in year 2012 from station 5+80 to 9+00. The report will provide the following:

- Project overview and description
- Summary of the criteria and standards used to develop the approved design
- Summary of the design process
- Photographs of construction activities
- Summary of all provided Quality Assurance (QA) and Quality Control (QC) tests and results completed by TRLIA’s team and by the contractor
- Discussion of issues and changes encountered in the field and how changes were incorporated into the approved design
- Discussion and opinion indicating if construction activities met the intended requirements set forth in the construction documents
- Relevant QA/QC tests and results along with as-built drawings

A draft CDR will be submitted to TRLIA for review. Comments will be addressed and the report will be finalized and resubmitted to TRLIA.

**Deliverables:**
- Draft and final versions of the Landslide Levee Improvement near Shad Road CDR

**Assumptions:**
- Contractor QA/QC reports and as-built drawings are provided to HDR
- One round of review prior to finalizing the report is anticipated
<table>
<thead>
<tr>
<th>Task</th>
<th>Hours</th>
<th>Rate</th>
<th>Total Labor</th>
<th>Task Description</th>
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<tr>
<td>Item 1</td>
<td>25</td>
<td>$50</td>
<td>1,250</td>
<td>Report preparation and review of DDC cases and related document control.</td>
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<tr>
<td>Item 2</td>
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<td>$60</td>
<td>1,800</td>
<td>Review and approval of contract and related document control.</td>
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<tr>
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<td>20</td>
<td>$75</td>
<td>1,500</td>
<td>Review and approval of payment and related document control.</td>
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<td>Item 4</td>
<td>15</td>
<td>$80</td>
<td>1,200</td>
<td>Review and approval of schedule and related document control.</td>
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<tr>
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<td>$90</td>
<td>900</td>
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<tr>
<td>Item 6</td>
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<td>$100</td>
<td>500</td>
<td>Review and approval of safety and related document control.</td>
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<tr>
<td>Item 7</td>
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<td>$120</td>
<td>240</td>
<td>Review and approval of environmental and related document control.</td>
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<tr>
<td>Item 8</td>
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<td>$150</td>
<td>150</td>
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<tr>
<td>Item 9</td>
<td>1</td>
<td>$180</td>
<td>180</td>
<td>Review and approval of engineering and related document control.</td>
</tr>
</tbody>
</table>

**Total Hours:** 100

**Total Labor Cost:** $16,500
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
Larry Dacus, Design Manager

SUBJECT: Approve Amendment 1 to Contract with Kleinfelder West, Inc. to Install Monitoring Piezometers in the Upper Yuba Levee Improvement Project

Recommended Action:
Approve Amendment 1 to contract with Kleinfelder West, Inc. to install monitoring piezometers in the Upper Yuba Levee Improvement Project (UYLIP) and authorize the Executive Director to sign and execute the amendment once General Counsel has reviewed and approved.

Discussion:
Construction is complete on the UYLIP. Recent levee practice includes the installation of levee instrumentation throughout levee improvement projects for the purpose of monitoring levee performance after improvements have been made. This allows designers to compare actual levee performance against predicted levee performance and to check design assumptions and models. It also allows Local Maintaining Agencies to monitor conditions during flood events and identify unforeseen problem areas as they develop during an event and before they become significant problems. TRLIA has installed similar monitoring devices on the Feather River Levee Improvement Project. The installation of piezometers along the UYLIP was proposed in the Basis of Design prior to construction. In the past, this instrumentation installation has been a part of the larger levee improvement contract. TRLIA separated this item from the larger construction contract when TRLIA was trying to award the contract early and the levee designer did not have the appropriate specifications to include in the early bid package.

The proposed project is to continue the current standard instrumentation practice and install 9 piezometers at the toe of the levee. Details of the installation are provided in Exhibit 1 of the attached amendment. All locations in the proposal are the same locations as proposed in the Basis of Design Report. Kleinfelder was selected to install the piezometers because of Kleinfelder’s history with the Upper Yuba project and understanding of the levee system. Utilizing Kleinfelder also allows the specification of specific types of instruments and monitoring equipment to match instruments and monitoring equipment already in use along the Feather River. The proposal (Exhibit 1) received from Kleinfelder for the installation was checked against installation prices for the other vibrating wire piezometer installations in the RD 784 improvement program and found to be comparable to past costs, so the proposal is reasonably priced.

Fiscal Impact:
The amendment amount is $63,800 for services on a time-and-expenses basis, not to exceed the maximum amount ($188,200) of the contract for Professional Services without prior authorization.
by TRLIA. This project is part of the State/TRLIA Upper Yuba River Levee Improvement EIP Funding Agreement. The Funding Agreement cost sharing is Local 30% and State 70%.

ATTACHMENTS:

1. Amendment 1
2. Exhibit 1 to Amendment 1
AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
KLEINFELDER WEST, INC.

THIS FIRST AMENDATORY AGREEMENT is made effective __________, 2012, 
by and between Three Rivers Levee Improvement Authority ("TRLIA") and Kleinfelder 
West, Inc. ("the Consultant"), who agree as follows:

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

1.1. Effective March 20, 2012 the parties entered into an Agreement for 
Professional Services relating to Engineering Services for TRLIA’s 
Construction Program.

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

1.3. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

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

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

2.1. The scope of services (Attachment A to the Agreement for Professional 
Services between TRLIA and the Consultant) is amended by additional effort 
to the effort in the original contract. The additional effort is described in 
Exhibit 1 attached to this amendment agreement.

2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in 
Attachment B to the Agreement for Professional Services between TRLIA 
and the Consultant are amended to include the additional amount of $63,800 
for a total contract amount of $188,200.

3. No Effect on Other Provisions. Except for the amendments in Section 2, the 
remaining provisions of the Professional Services Agreement shall be unaffected 
and remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ______________, 2012.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Paul G. Brunner
Executive Director

ATTEST:
DONNA STOTTERMeyer
CLERK OF THE BOARD OF DIRECTORS

KLEINFELDER WEST, INC.

Stephen Boll
Principal

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL
August 21, 2012  
(Revised September 18, 2012)  
File No.: 118628

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

Subject: Proposal for Levee Instrumentation  
Upper Yuba Levee Improvement Project  
Yuba County, California

Dear Mr. Brunner:

Kleinfeld is pleased to submit this proposal and cost estimate to procure and install vibrating wire piezometers (VWPs) and dataloggers for the Upper Yuba Levee Improvement Project. Kleinfeld prepared levee remediation recommendations for the subject levee project that was constructed in 2011. Our scope of services is based on the instrumentation proposed in the Kleinfeld Geotechnical Basis of Design Report dated June 11, 2010 (GBODR) and an e-mail from Mr. Larry Dacus of MBK Engineers, the project design manager, on September 4, 2012, and is based on the following current understanding of your needs.

Kleinfeld is committed to providing a level of service to our clients, commensurate with their requirements and subject to the standards of care to which we adhere as professionals. Kleinfeld stands ready to consider appropriate modifications, such as changes in scope, methodology, scheduling, and contract terms; however, such modifications and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

PROJECT UNDERSTANDING

The Upper Yuba River Levee provides flood control on the south side of the Yuba River in the area between Simpson Lane and the Yuba Gold Field within Reclamation District 784 (RD 784) south of Marysville in Yuba County, California. As part of levee seepage and slope stability remediation, seepage mitigation measures, including soil-bentonite cutoff walls and a short section of seepage berm, were designed and implemented. As part of the design, groundwater level measurements during an infrequent flood event...
were recommended to verify that the levee system functioned as intended. As outlined in Table 6.11 of the GBODR, piezometers are recommended at nine levee cross sections at the levee crest and land side levee toe. The relevant portion of this table is reproduced as Table 1 below. This scope has been reduced based on the e-mail from Mr. Dacus to include only installation of levee toe instruments, which is typical for monitoring of levees in the TRLIA system.

Based on discussions with Mr. Dacus, Kleinfelder understands that Three Rivers Levee Improvement Authority (TRLIA) has used in-ground VWPs and dataloggers on other levee projects and prefers similar for this project. Kleinfelder proposes to use the same equipment models that were used on the previous projects, which are manufactured by Durham Geo Slope Indicator. In addition, one open pipe piezometer would be installed adjacent to a WVP for correlation readings using manual methods.

The proposed VWPs would be installed at (or slightly below) the bottom of the blanket layer to identify the upward seepage pressures and gradients affecting seepage and stability of the land side of the levee. Based on the GBODR, during installation and most of the time, this layer boundary is above the static groundwater level, and the instruments would be installed in the unsaturated zone. Data loggers would allow accurate and frequent readings of the instruments for the relatively infrequent flood events.

Table 1

<table>
<thead>
<tr>
<th>Stations</th>
<th>Frequency</th>
<th>Location</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>136+00</td>
<td>1</td>
<td>Levee toe</td>
<td></td>
</tr>
<tr>
<td>183+50</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>198+00</td>
<td>1</td>
<td>Levee toe at transition to seepage berm</td>
<td></td>
</tr>
<tr>
<td>201+00</td>
<td>2*</td>
<td></td>
<td>Vibrating wire piezometers and/or open-tube piezometer to monitor underseepage pressures during high water events</td>
</tr>
<tr>
<td>243+50</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>254+50</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>285+00</td>
<td>1</td>
<td>Levee toe at transition to seepage berm</td>
<td></td>
</tr>
<tr>
<td>288+00</td>
<td>1</td>
<td>Seepage berm toe</td>
<td></td>
</tr>
<tr>
<td>301+00</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*open pipe piezometer to be located adjacent to VWP in levee crown

SCOPE OF SERVICES

A. Preparation and Procurement

Kleinfelder would procure 9 Durham Geo Slope Indicator 50 psi standard VWPs and 9 single-channel miniloggers, which match the equipment currently being used by TRLIA.
for other projects. We would obtain the necessary Yuba County permits, make one trip to the site to mark for Underground Service Alert (USA) utility clearance, and coordinate the boring location with the owner. This scope is based on the understanding that the project owner would provide any and all available survey maps or other data to accurately determine the location of existing structures or underground utilities.

B. **VWP Installation**

This proposal is based on the assumption that the site can be readily accessed by truck-mounted equipment and conventional two-wheel drive vehicles. It is understood that locations would not require traffic control. Permission to enter the site would be secured by the client prior to our commencement of field activities, and we have assumed that the client would notify any necessary parties regarding the field activities.

The field exploration locations would be selected based on the stationing in Table 1 and site access considerations. We would locate the proposed installations using a conventional hand-held GPS device. Selected locations for drilling would be within about 15 feet of the listed locations unless obstacles are present. We assume that as-built-accurate surveys after installation would be provided by TRLIA.

Borings would be advanced to depths of between 10 to 20 feet below existing grade with a truck-mounted drill rig using hollow-stem-auger drilling methods. The borings would be extended 2 to 5 feet below the boundary between blanket soils and underlying coarse granular materials to allow installation of the VWPs near that boundary. The borings would be logged by a field engineer or geologist who would obtain bulk and relatively undisturbed driven samples for field classification purposes. Planned in-situ testing methods include driven standard penetration tests and Modified California samplers. Sampling would be performed at 5-foot intervals until the last 10 feet above the estimated boundary, where sampling would be performed at 2- to 2½-foot intervals to identify the actual boundary. Soil strength testing would be performed using a pocket penetrometer where applicable. Groundwater levels, if encountered, would be measured at completion of drilling. Samples would be returned to our Sacramento soils laboratory to have available for review (if needed) until the report is complete. Soil cuttings would be drummed and disposed of onsite.

Each VWP would be installed in a 1-inch PVC sacrificial grout pipe within about 2 feet of the bottom of the soil blanket to ensure correct depth of installation. A 3-foot-thick sand filter zone would be placed around each instrument, followed by a 2-foot-thick bentonite pellet isolation layer. The remainder of the boring would be backfilled with neat cement grout per State of California regulations. A 12-gage or heavier grounding wire would be installed in each borehole to provide minimum transient-electrical protection. The VWP installations on the levee crest would be protected with flush-mounted traffic covers, and the VWP installations at the levee toe or edge of seepage blanket would have raised rectangular or pipe covers.
The open-pipe piezometer would consist of a 2-inch-diameter schedule 40 PVC with a screened length of no less than 5 feet to no more than 10 feet. The minimum annular space (space between the borehole sidewall and the outer piezometer/well casing) would be 2 inches. The gradation of the filter/sand pack material should be determined by calculation for site soils. A minimum 3-foot-thick bentonite chip layer would be placed and allowed to hydrate above the filter zone before grouting the borehole with cement grout. During installation, Kleinfelder would record the boring diameter, depths of top and bottom of sand pack, bentonite zone, and grout, as well as the depths of top and bottom of screened casing (relative to the adjacent ground and/or top of casing).

In the event that obviously suspicious subsurface materials are encountered visually or by odor in the explorations, such explorations would be immediately terminated. Kleinfelder would notify TRLIA as soon as possible of such an occurrence, and we would mutually decide whether to continue, modify, or cease the remainder of the exploration program and whether an environmental assessment should be conducted. All added costs incurred as a result of suspicious subsurface materials would be charged on a time-and-expense basis over and above the estimated fee for the site investigation.

C. Programming and Connecting Dataloggers

Kleinfelder would initialize miniloggers in the office and install them in the field, after consulting with MBK/TRLIA on the desired data format and frequency of logging. The miniloggers would be installed in an enclosed flush-mounted or raised well covers. Kleinfelder would take one set of readings one week after the end of installation to confirm that the instruments are functioning and the dataloggers are collecting data at the required frequency.

D. Documentation

A log of each boring and field installation details for the VWPs would be submitted to the Yuba County Environmental Health Department as a condition of the well drilling permit. An as-built data report would be prepared for TRLIA which would include:

- A short description of the project and instrumentation details
- Site location and instrumentation location maps
- Tabulated northing, easting, elevations (based on a hand-held GPS device and existing topography shown on the construction plans), and stationing of as-built locations
- A boring/graphic well log for each installation
- Field installation forms confirming depth and readings of VWPs during installation
- Documentation of initial settings for miniloggers
- Factory calibration records from the manufacturer
- A copy of the current VWP and datalogger reference manuals
E. Additional Tasks

Kleinfelder could set up either a database or a series of Excel files for comparison and evaluation of well logger data. Excel data review would generally be less costly up front but would require somewhat more effort by the project reviewer each time data is imported or to identify critical events. The database would require more initial design effort but would potentially allow greater flexibility in observing critical events and obviating the need to review non-critical data. We could potentially perform additional (biannual) data instrument inspection, data collection, or data evaluation. None of these tasks are included in the current scope.

SCHEDULE

We understand that these instruments can be procured and installed within approximately 6 weeks of notice to proceed. An as-built documentation report and tabular summary would be provided within three months of the field work.

FEE AND PAYMENT

We would provide the services on a time-and-materials basis with our estimated fee as outlined in the following table:

<table>
<thead>
<tr>
<th>COST ESTIMATE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation and Procurement</td>
<td>$17,000</td>
</tr>
<tr>
<td>VWP Installation</td>
<td>$25,000</td>
</tr>
<tr>
<td>Programming and Connecting Dataloggers</td>
<td>$6,200</td>
</tr>
<tr>
<td>Documentation</td>
<td>$9,800</td>
</tr>
<tr>
<td>Project Management</td>
<td>$5,800</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$63,800</strong></td>
</tr>
</tbody>
</table>

The proposed fees would remain in effect for 90 days from the date of this proposal. We reserve the right to renegotiate our fees if the 90-day period has expired.

The proposed fees are based on the assumptions discussed in the proposal. Additionally we have assumed that Kleinfelder would not be required to obtain any permits (other than the drilling permit referenced above), and all work would be performed during normal business hours.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges would be applied for specialized invoicing if backup documentation is needed. These special services would be charged on a time-and-materials basis. Late fees would be charged if payment is not received in accordance with the terms of the current contract.
AUTHORIZATION

The fee estimate presented above is based upon our existing recent contract with TRLIA. It is understood that this work would be performed using an amendment to that agreement or using a new agreement based on the terms of that agreement. If there is a need for any changes in the scope of services or schedule described in this proposal, please call us at your earliest convenience.

LIMITATIONS

Our work would be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations would be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies would yield more information, which may help understand and manage the level of risk involved. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service that provide adequate information for their purposes at acceptable levels of risk. Liability for equipment replacement or repair, including Kleinfelder's time to access and evaluate the equipment, is limited to the warranty provided by the manufacturer. Acceptance of this proposal would indicate that the Client has reviewed the scope of work and determined that it does not need or want a greater level of service than that being provided. Any exceptions should be noted and may result in an adjustment of our fee.

The VWPs would be handled and installed with customary care; however these electronic instruments have been known to fail when installed in field conditions. Our warranty of these instruments is limited to replacement of the equipment itself if it fails within the manufacturer's warranty period.
We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please contact Tim Williams in our Sacramento office.

Respectfully submitted,

KLEINFELDER WEST, INC.

Stephen S. Bell, PE
Senior Principal

Timothy A. Williams, PE, GE
Principal Geotechnical Engineer

cc: Mr. Larry Dacus/MBK Engineers
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Report Regarding Exercise of Authority by Executive Director to Waive Conflict of Interest

Recommended Action:
None.

Discussion:
Downey Brand LLP ("Downey Brand") is General Counsel to the Three Rivers Levee Improvement Authority ("TRLIA") and also acts as Special Counsel on eminent domain matters. On August 12, 2011, the Board adopted Resolution No. 2011-8 delegating authority to the Executive Director to grant or deny potential conflict of interest requests of Downey Brand and report to the Board when that authority has been exercised. The Executive Director recently exercised his authority to grant a conflict of interest request from Downey Brand.

Reclamation District 784 ("RD 784") recently hired Downey Brand to represent the District in property acquisition activities. TRLIA is a joint powers authority that is comprised of RD 784 and Yuba County, and is considered a separate legal entity from the two member agencies. Over the last several years, TRLIA has been engaged in a $400 million levee improvement project to provide 200-year flood protection to the citizens of South Yuba County. In order to operate and maintain the improved levees, TRLIA collects an O&M assessment. A certain amount of the O&M assessment funds are sent to RD 784. As a condition of sending the funds, TRLIA reviews and consents to the RD 784 budget.

The fact that TRLIA reviews and consents to the RD 784 budget does not make TRLIA and RD 784 technically adverse to one another. However, there is a potential for adversarial situations during the course of budget review. Because of this potential for conflict, Downey Brand disclosed the issue and sought a waiver of the potential conflict. The Executive Director granted the request and signed the conflict waiver.

Fiscal Impact:
No fiscal impacts.
October 30, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Agricultural Lease Agreement with Heer/Atwal Orchards

Memo:

The TRLIA Board approved a resolution authorizing an Agricultural Lease with Heer/Atwal Orchards on August 7, 2012 and delegated to the Executive Director to negotiate the final terms, and sign the lease on TRLIA’s behalf after public notice of the lease was provided as required by Government Code sections 6061 and 25537(b). This has now been accomplished and the executed lease is attached.

Attachment:

Agricultural Lease dated October 24, 2012
AGRICULTURAL LEASE

1. **Parties.** This Lease (hereinafter, “Lease”), dated for reference purposes only October 24, 2012 is made by and between Three Rivers Levee Improvement Authority, a joint powers agency of the State of California (“Landlord”) and Heer/Atwal Orchards (“Tenant”).

2. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, and upon all of the conditions set forth herein, that certain real property located in the County of Yuba (the “County”), State of California (the “State”), consisting of 23.406 acres, more or less, of Assessor’s Parcel Number 014-290-034 and more particularly described on Exhibit A (the “Premises”).

3. **Term.** The term of this Lease shall commence upon September 1, 2012 and terminate on August 31, 2013. The term of this Lease shall be non-renewable. Notwithstanding the foregoing, Landlord may terminate this Lease at any time on 60 days notice if Landlord finds it necessary to do so in meeting Landlord’s needs, including any federal or state requirements. If, prior to the time for harvesting, Landlord should terminate this Lease, Landlord agrees to reimburse Tenant for all reasonable and/or actual costs expended by Tenant pursuant to this Lease in the production of that portion of the crop affected by any such termination. If termination is made due to default, Landlord shall not be liable for any reimbursements to Tenant. Landlord shall not be liable for loss of anticipated profits. Tenant agrees to maintain an accurate record of all expenditures for labor and materials made in connection with this cultivation of, or capital improvements to, the Premises in order that Landlord may verify the amount of reimbursement to be made to Tenant. Tenant shall support all such expenditures with appropriate, receipted, written vouchers.

4. **Rent.**

41. **Rent.** Tenant shall pay to Landlord, in addition to providing a valuable service of maintenance and upkeep of the Property, including maintenance of any wells and pumps, weed abatement, controlling of trash dumping, pest control pertaining to the crops being grown, and property surveillance, an annual rent for the Premises in the amount of the lesser of three percent (3%) of the Gross Income from the Property over the course of the applicable prior twelve-month period, or an amount equal to $10,000 per month. Rent shall be due on August 31, 2013. Rent shall be payable at the Landlord’s address stated below or to such other persons or at such other places as Landlord may designate in writing.

42. **Additional Responsibilities.** In addition to the rent reserved by Paragraph 4.1, Tenant shall be responsible for paying to the parties respectively entitled to such amounts, the annual cost of irrigation water, utilities, insurance premiums, operating charges, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the term.

43. **No Abatement of Rent.** It is the intention of the parties that this Lease shall not be terminable for any reason by Tenant, except as provided in Paragraphs 3 and 14, and that Tenant shall in no event be entitled to any abatement of or reduction in rent payable under this Lease, except as expressly provided in this Lease. Any present or future law to the contrary shall not alter this agreement of the parties.
4.4. **Gross Income.** “Gross income” or “gross receipts,” as used in this Lease, shall include all income resulting from occupancy of the Premises from whatever source derived whether received or to become due. Provided, however, gross income shall not include federal, state, or municipal taxes collected from the consumer (regardless of whether the amount thereof is stated to the consumer as a separate charge) and paid over periodically by Tenant to a governmental agency accompanied by a tax return or statement as required by law. Possessory interest taxes or other property taxes shall not be deducted by Tenant in computing gross income. Gross income shall not include refunds for goods returned for resale on the Premises or refunds of deposits. The amount of such taxes and refunds shall be clearly shown on the books and records of Tenant. The percentage rent shall be calculated and paid by Tenant on the basis of said gross income whether the income is received by Tenant or by any sublessee, permittee or licensee, or their agents, and all gross income received by any sublessee, permittee, licensee, or other party as a result of occupancy of said Premises or the operation thereof shall be regarded as gross income of Tenant for the purpose of calculating the percentage rent hereunder required to be paid by Tenant to Landlord, except as may be otherwise specified by or pursuant to this Lease.

5. **Use.**

5.1. **Use.** The Premises shall be used and occupied for agricultural and related purposes only. Any other use of the Premises is prohibited. All crops must be harvested by the end of the Lease term. Tenant waives the provisions of Section 1932 and 1933 (4) of the Civil Code of California. Multiple year crops which produce beyond the term of this Lease, are planted at the sole risk and responsibility of Tenant and such planting does not convey any right of Tenant or responsibility of Landlord to extension of this Lease beyond the Lease expiration or termination date or any right to compensation for any multiple year crops which produce beyond the term of the Lease or after Lease termination. Landlord shall not be held accountable to Tenant for any crops harvested by Landlord or third parties beyond the term of this Lease or the termination of the Lease.

5.2. **Compliance with Law.** Tenant shall, at Tenant’s expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5.3. **Flood Plain.** Tenant acknowledges that the Premises is in a flood plain and subject to flooding. Tenant assumes all risk that the Premises may flood during the term of this Lease.

5.4. **No Warranty of Suitability of the Soil.** Landlord does not warrant suitability of the soil for growing authorized crops, nor the absence of deleterious organisms or chemicals in the soil.

5.5. **Water Availability.** It is understood and agreed by the parties that Landlord does not guarantee the availability, quality or quantity of water on the Premises.

6. **Lease Subject to Existing Rights of Others.** This Lease is subject to all existing
and future easements, servitudes, licenses and rights-of-way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines and other purposes, whether recorded or not. Landlord makes no warranty of title to the Premises.

7. **Maintenance, Repairs and Alterations.**

7.1. **Tenant’s Obligations.** Tenant, at Tenant’s sole cost, shall keep the Premises in good order and condition during the term of this Lease. All operations incident to this use of the Premises shall be carried out according to the best course of agricultural practices in the vicinity. On default of Tenant to use the Premises as required by this Lease, Landlord reserves the right, after having given 10 days’ notice, to take reasonably necessary remedial measures at the expense of Tenant, for which Tenant shall reimburse Landlord on demand. Tenant will make reasonably diligent efforts to prevent the spread of all noxious weeds on the Premises and will take commercially reasonable measures in accordance with customary good farming practices to protect the Premises from infestations of pests. Tenant will make reasonably diligent efforts to prevent infestations of organisms that may produce disease in crops grown on the Premises during the term of the Lease.

7.2. **Surrender.** On the last day of the term of this Lease, or on any sooner termination, Tenant shall surrender the Premises to Landlord in reasonably the same condition as when received. Tenant shall remove any of Tenant’s own equipment or any equipment placed by Tenant on the Premises but not any wells or pumps.

7.3. **Landlord’s Obligations.** Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord’s expense or to terminate this Lease because of Landlord’s failure to keep the Premises in good order, condition and repair.

7.4. **Alterations and Additions.**

(a) Tenant shall not, without Landlord’s prior written consent, which consent shall not be unreasonably withheld, make any alterations, improvements or additions on or about the Premises, except for that which is required for the agricultural use of the Premises. Should Tenant make any alterations, improvements or additions Landlord may condition its approval on Tenant agreeing to remove any or all of such improvements at the end of the term of this Lease.

(b) Tenant agrees that in no event shall Landlord be required to perform any maintenance on or make improvements, repairs or alterations to the Premises of any nature whatsoever, or to pay or reimburse Tenant for any part of the cost thereof.

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises which claims are or may be, secured by any mechanics’ or materialmen’s lien against the Premises or any interest in the Premises.
(d) Unless Landlord requires their removal, as set forth in Paragraph 7.4(a), all alterations, improvements or additions, which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this paragraph, Tenant’s machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Paragraph 7.2.

8. **Environmental Matters.**

8.1. **Compliance with Environmental Requirements.** Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, permits and orders issued in relation thereto, which are designed to protect public health and safety, worker health and safety, or the environment, including, but not limited to, management of hazardous materials and/or hazardous waste (collectively referred to hereinafter as “Environmental Requirements”). For this purpose, “management” includes, but is not limited to, use, storage, handling and transportation. Tenant expressly agrees not to store hazardous waste on the Premises, treat hazardous waste on the Premises or dispose of, or bury any waste, including hazardous waste, on the Premises.

8.2. **Handling of Pesticides and Fertilizer.** Tenant expressly agrees to use and handle pesticides and fertilizers in compliance with all Environmental Requirements which are designed to regulate pesticides and fertilizers, including, but not limited to, requirements pertaining to re-entry or pre-harvest intervals. No poison, herbicide, or pesticide other than those approved by the United States Department of Agriculture and by the California Department of Agriculture shall be applied to the Premises or crops growing thereon. The use of the pesticide aldicarb (also known as Temik) is prohibited. Landlord reserves the right to prohibit the application of a listed pesticide, fertilizer, or soil amendment, but not without recommending an effective and suitable replacement. No experimental poisons, or other foreign chemical or substance shall be applied to the Premises, or the crops growing thereon, without the prior written consent of Landlord. No pesticide or agricultural chemical shall be used by Tenant if it results in a plant-back restriction or other provision which would place any limitation on the use of the Premises which extend beyond the term of the Lease without the prior written consent of Landlord. The use of pesticides should be minimized. Tenant shall provide Landlord a copy of Tenant’s County Pesticide Permit prior to planting each crop year. Tenant agrees to keep true and correct records of the time, place, and all other information and data pertaining to the quantity, kind, use, and method of application of any poison, herbicide, pesticide, fertilizer, or other foreign chemical or substance and to furnish Landlord true and correct copies thereof upon demand.

8.3. **Contamination.** Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, and permits and orders issued in relation thereto which concern any contamination, release, pollution, nuisance or waste, whether toxic or nontoxic chemical or biological, which may result from Tenant’s operation on, and use of, the Premises during the term of this Lease, whether created or maintained by Tenant, its agents, servants or employees, or whether Tenant assists in the creation or maintenance thereof.
9. **Insurance.**

9.1. **Liability Insurance.** Tenant shall, at Tenant’s expense, obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant to the Premises. Such insurance shall be a combined single limit policy in an amount not less than $1 Million per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of this Paragraph 9. The limits of such insurance shall not, however, limit the liability of Tenant under this Lease. Landlord shall be an additional named insured on the policy of insurance.

9.2. **Insurance Policies.** Insurance required hereunder shall be in companies holding a “General Policyholders Rating” of at least “A-VIP” in the most current issue of “Best’s Insurance Guide”. At Landlord’s request, Tenant shall deliver to the Landlord copies of policies of such insurance or certificates evidencing the existence and amount of such insurance with loss payable clauses as required by this Paragraph 9 concurrently with the execution and delivery of this Lease. No such policy shall be subject to cancellation or reduction of coverage or other modification except after 30 days’ prior written notice to Landlord. Tenant shall not do or permit to be done anything which shall invalidate the insurance policy referred to in this Paragraph 9. Should Tenant fail to maintain the insurance coverage required by this Lease, Landlord shall make demand upon Tenant to cure such default and if it is not cured within 15 days of notice thereof, then Landlord may purchase such coverage and charge Tenant for the costs incurred by Landlord and Tenant shall reimburse Landlord for such costs within 30 days.

9.3. **Indemnity.** Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims arising from Tenant’s use of the Premises, or from the conduct of Tenant’s business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further defend, indemnify and hold harmless Landlord from and against any and all claims arising from the failure of Tenant to perform any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant’s agents, contractors, or employees, and from and against all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant’s expense by counsel reasonably satisfactory to Landlord.

10. **Real Property Taxes.**

10.1. **Payment of Taxes.** Tenant shall pay the real property tax applicable to the Premises, assessments or charges that may be levied upon the interests in this Lease. Tenant understands that this Lease may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest assessed against the Premises during the term of this Lease.

10.2. **Personal Property Taxes.**

(a) Tenant shall pay prior to delinquency all taxes assessed against an
levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

(b) If any of Tenant’s personal property shall be assessed with Landlord’s real property, Tenant shall pay Landlord the taxes attributable to Tenant within 30 days after receipt of a written statement setting forth the taxes applicable to Tenant’s property.

11. Utilities. Tenant shall pay for power, telephone or other utilities provided to the Premises at Tenant’s request or for Tenant’s use.

12. Subletting and Assignment.

12.1. Sublease. Tenant may not sublease the Premises, without Landlord’s prior written consent, which Landlord may withhold in Landlord’s sole discretion.

12.2. Assignment. Tenant may not assign this Lease, in whole or in part, without Landlord’s prior written consent, which Landlord may withhold in Landlord’s sole discretion.

13. Defaults; Remedies.

13.1. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant.

(a) The vacating or abandonment of the Premises by Tenant. Notwithstanding the forgoing, Tenant’s failure to farm the Premises or allow some or all field to lie fallow to comply with governmental programs, due to uneconomic conditions for growing crops or good agricultural practices shall not be deemed vacating or abandoning the Premises, provided that Tenant maintains such fallow ground in accordance with the provisions of Paragraph 7.1 with respect to weeds.

(b) The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five days after written notice thereof from Landlord to Tenant.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice of the default from Landlord to Tenant; provided, however, that if the nature of Tenant’s default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant becomes a “debtor” as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the petition
is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days. Provided, however, if any provision of this Paragraph 13.1(d) is contrary to any applicable law, such provision shall be of no force or effect.

13.2. Remedies. In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. If Landlord shall elect to terminate this Lease, then Landlord may recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Lease or which in the ordinary course of things would be likely to result from such failure.

13.3. Re-entry. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Paragraph 13.3 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction.

13.4. Cumulative Rights. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in the waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

13.5. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

14. Condemnation. If the whole or any part of the Premises shall be condemned or taken by any public authority under the power of eminent domain, then the terms of this
Lease shall cease as to the parts taken, from the day that possession of such portion shall vest in the condemnor. If in excess of 50% of the Premises shall be so taken, Tenant may, at its option, upon 10 days written notice, declare this Lease terminated.

15. **Estoppel Certificate.** Tenant shall at any time upon not less than 10 days’ prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (c) such other information as may be reasonably requested regarding this Lease. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

16. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Lease.

17. **Interest on Past-due Obligations.** Except as expressly provided in this Lease, any amount due to Landlord not paid when due shall bear interest at the maximum rate than allowable by law from the date on which Landlord delivers notice to Tenant of late payment. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

18. **Time of Essence.** Time is of the essence.

19. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned in this Lease. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that Landlord and any employees and or agents of any of such persons have not made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises and Tenant acknowledges that Tenant shall materially comply with all applicable laws and shall be responsible for the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

20. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by certified mail or overnight delivery by a nationally recognized, reputable delivery service (e.g., Federal Express, UPS, etc.), and if given personally or by mail, shall be deemed sufficiently given if addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord shall be concurrently
transmitted to such party or parties at such addresses as Landlord may from time to time designate by notice to Tenant.

21. Waivers. No waiver by Landlord of any provision of this Lease shall be deemed a waiver of any other provision of this Lease or of any subsequent breach by Tenant of the same or any other provision. Landlord’s consent to, or approval of, any act shall not be deemed to render necessary the obtaining of Landlord’s consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent.

22. Holding Over. If Tenant, with Landlord’s consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

23. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

25. Succession and Choice of Law. Subject to any provisions of this Lease restricting assignment or subletting by Tenant and subject to the provisions of Paragraph 12, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.


26.1. If Landlord encumbers the Premises, this Lease, at Landlord’s option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant’s right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

26.2. Tenant agrees to execute any documents required to effectuate an attornment, non-disturbance and subordination to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant’s failure to execute such documents within 10 days after written demand shall constitute a material default by Tenant hereunder, or, at
Landlord’s option, Landlord shall execute such documents on behalf of Tenant as Tenant’s attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant’s attorney-in-fact and in Tenant’s name, place and stead, to execute such documents in accordance with this Paragraph.

26.3 Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises.

27. Attorney’s Fees. If either party herein brings an action to enforce the terms of this Lease or declare rights under this Lease, the prevailing party in any action, on trial or appeal, shall be entitled to such party’s reasonable attorney’s fees to be paid by the losing party as fixed by the court.

28. Landlord’s Access. Landlord and Landlord’s agents shall have the right to enter on the Premises at reasonable times for any reasonable purpose. Landlord shall indemnify and hold Tenant harmless from all liability relating to such entry, except for liability which results from Tenant’s negligence or willful acts.

29. Signs. Except for signs which relate to agriculture products actually used by Tenant on the Premises, Tenant shall not place any sign upon the Premises without Landlord’s prior written consent which consent shall not be unreasonably withheld. Landlord shall be allowed to place such signs upon the Premises as Landlord may from time to time desire.

30. Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing tenancies or may, at the option of Landlord, operate as an assignment to Landlord of all or all of such tenancies.

31. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions of this Lease, the party against whom the obligation to pay the money is asserted shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of such party to pay such sum or any part thereof, such party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

32. Waiver of California Code Sections. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, Civil Code Sections 1932(1), 1941 and 1942 with respect to Landlord’s repair duties and Tenant’s right of repair, and Code of Civil Procedure Section 1265.130, allowing either party to petition
the Superior Court to terminate this Lease in the event of a partial taking of the Premises for
public or quasi-public use by statute, by right of eminent domain, or by purchase in lieu of
eminent domain, and any right of redemption or reinstatement of Tenant under any present or
future case law or statutory provision (including Code of Civil Procedure Sections 473,
1174(c) and 1179 and Civil Code Section 3275) if Tenant is dispossessed from the Premises
for any reason. This waiver applies to future statutes enacted in addition or in substitution to
the statutes specified herein, and this waiver shall apply even though Tenant may be the subject
of a voluntary or involuntary petition in bankruptcy.

33. **Waste.** Tenant shall not commit, or permit others to commit, on the Premises
waste, or nuisance, or any other act that could disturb the quiet enjoyment of Landlord on
adjacent property.

34. **No Relocation Benefits.** Tenant acknowledges the following: Tenant
commenced occupancy of the Premises after Landlord acquired possession to it, Landlord
acquired the Premises for a public project (the Feather River Levee Improvement Project),
Tenant may be required to vacate the Premises to allow construction of the public project, and
Tenant is not entitled to receive any payments under either the State or the Federal Uniform

35. **Mineral Rights.**

36.1 The exclusive right to conduct seismic and other geophysical surveys
and otherwise to prospect for, drill for, produce, mine, extract and remove oil and gas upon
and from the Premises, the exclusive right to drill upon, to drill through and otherwise to use
the Premises to produce, mine, extract, and remove water from adjacent or neighboring
lands, and the exclusive right to inject in, store under, and thereafter withdraw from the
Premises oil and gas, whether produced from the Premises or elsewhere, together with the
right to drill and operate whatever wells, construct, install, operate, maintain and remove
whatever other facilities and do whatever else may be reasonably necessary on and in the
Premises for the full enjoyment and exercise of the above rights, and the unrestricted right of
ingress and egress on the Premises for all such purposes, may be reserved or owned by other
parties or may be transferred by Landlord to other parties.

36.2 Tenant agrees not to interfere, in any way, with the interests of any
person or persons that may presently or in the future hold oil, gas, or other mineral interests
upon or under the Premises; nor shall Tenant, in any way, interfere with the rights of ingress
and egress of said interest holders.

36. **Cropping Programs and Agreements.** Tenant shall not, without prior
written consent of Landlord, enter into any soil conservation, Federal farm program or
cropping agreement affecting the Premises, irrespective of whether such agreement shall be
proposed or submitted under or in compliance with any Federal, state, county, or municipal
law, or by private arrangement. Tenant shall, upon written request of Landlord, enter into
and execute any and all such soil conservation, Federal farm program or cropping
agreements affecting the Premises. If any Federal or state programs regulating crop acreage
or crop production are imposed during the term of this Lease, the acreage or production
rights resulting from said program, as applied to the Premises, shall remain with and inure to
the benefit of the Landlord.

37. **Ownership of Facilities.** Upon expiration of this Lease, or sooner termination, any and all irrigation facilities upon the Premises, including but not limited to any wells, pumps, electric motors, pipelines, valves, and water gates, but excepting portable sprinkler irrigation facilities and tail water pumps provided by Tenant, shall become the property of the Landlord free of cost to Landlord. Ownership and removal of facilities or improvements placed on Premises with prior written approval of Landlords shall be as stated in the written approval. All other facilities or improvements placed on the Premises by Tenant which are required to comply with generally recommended farming practices shall become the property of Tenant so long as this Lease is in effect and shall be removed by Tenant upon termination of this Lease.

**LANDLORD**

Three Rivers Levee Improvement Authority

Date: 16/24/2012

By: [Signature]

Paul G. Brunner,
Executive Director

**TENANT**

Heer/Atwal Orchards

Date: 10/24/2012

By: [Signature]

Sarbdeep Atwal