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 must fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

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

II  **CONSENT ITEMS**

   A. Minutes from the special meeting of October 30, 2012

III  **ACTIONS ITEMS**

   A. Approve lease agreement extension for office space with Yuba County Office of Education for office and authorize the Chair to execute same.

   B. Adopt resolution approving application for grant funds from the Central Valley Flood System Conservation Framework and Strategy Program for the Feather River Floodway Corridor project.

IV  **CLOSED SESSION**

   A. Pending litigation pursuant to Government Code §54956.9:

   o TRLIA vs Bains YCSCVED 10-0000977
   o TRLIA vs Luis YCSCVED 10-0000903
   o TRLIA vs Wilbur YCSCVED 10-0000951
   o TRLIA vs Allen YCSCVED 12-0000435
   o TRLIA vs Humam el Sharif YCSCVED 12-0000953
   o TRLIA vs United State of America, YCSCVED 12-0000956

V  **BOARD AND STAFF REPORTS**

   A. Goldfields Status Report
   B. Letter of Support for delisting of the Valley Elderberry Longhorn Beetle
   C. Other 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

OCTOBER 30, 2012 SPECIAL MEETING

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 9:30 a.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 Secretary/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 CONSENT AGENDA

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

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

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. Executive Director Paul Brunner recapped the amendment which has no additional costs.

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

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.

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

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

D. Approve Addendum No. 5 to the environmental impact report for the Feather River Levee Repair Project. Design Manager Larry Dacas recapped the addendum, report, project, and responded to Board inquiries.

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

Following Board discussion, Chair Griego, through consensus, directed correspondence to California Fish and Wildlife Services regarding delisting of the elderberry bush with execution by the Chair.

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. Design Manager Larry Dacas recapped the construction document.

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

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. Design Manager Larry Dacas recapped the purpose of installation and responded to 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

IV BOARD AND STAFF MEMBERS' REPORTS

Executive Director Paul Brunner:
- Central Valley Flood Protection Board meeting November 15, 2012 at 9:30 a.m.
- Report regarding Executive Director waiver of conflict of interest for Downey Brand LLP
- Agricultural lease agreement with Heer/Atwal Orchards executed
- Progress on Upper Yuba project
- Proposition 13 funding agreement executed by State for feasibility study in the Goldfields
- Embankment line of defense in Goldfields

V CLOSED SESSION

The Board retired into closed session at 10:13 a.m. to discuss the following:

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 TRLJA/Bob Morrison/Max Steinheimer Negotiations: Terms of Payment
The Board returned at 10:35 a.m. with all present as listed above. There was no report.

VI  ADJOURN: 10:36 a.m. by Chair Griego

Chair

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

Approved:
November 27, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
       Leslie Wells, Executive Assistant
SUBJECT: TRLIA Office Lease Agreement Extension

Recommended Action:

Approve the proposed Three Rivers Levee Improvement Authority office lease extension and authorize the Chair to sign a new lease agreement with Yuba County Office of Education.

Discussion:

The current lease with the Yuba County Office of Education expires on December 31, 2012. The proposed lease extension would allow the Three Rivers Levee Improvement Authority office to remain at the One Stop Center for Business and Workplace Development located at 1114 Yuba Street, Marysville, CA until December 31, 2013. The terms and conditions of the lease extension are the same as the current lease with no CPI increase incurred.

The leased space has three office spaces, a file storage area and a conference room for a total of 1909 sq.ft. of leased space.

Fiscal Impact:

The cost of the proposed lease extension is $1.35 per square foot and the monthly lease amount would remain at $2,771.37 which includes the monthly security charges. The estimated yearly cost is $33,256.44 and is within the approved budget amounts.
GROSS LEASE
BETWEEN YUBA COUNTY OFFICE OF EDUCATION
AND THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Marysville, California

Recitals

Section 1. Lease
Section 2. Warranty by Landlord
Section 3. Term
Section 4. Renewal Extension Option
Section 5. Holding Over
Section 6. First Refusal
Section 7. Rent
Section 8. Service, Utilities and Supplies
Section 9. Use of Premises
Section 10. Insurance
Section 11. Insurance for Tenant’s Personal Property
Section 12. Indemnification
Section 13. Assignment and Subletting
Section 14. Other Provisions of Lease
Section 15. No Broker
Section 16. Notices
Section 17. Successors and Assigns
Section 18. Entry
Section 19. Late Charge and Interest
Section 20. Compliance with Legal Requirements; Tenant’s Obligations
Section 21. Environmental Certification
Section 22. Parking
Section 23. Attorney Fees
Section 24. Entire Agreement
Section 25. Time of Essence
Section 26. Governing Laws

Exhibit “A” Rentable Area Reference Plan Drawing
Exhibit “B” Space Allocation Sheets
Exhibit “C” Technical Support of Computers, Phone Systems, and Security Systems
Exhibit “D” C.B.W.D. Rules

**************************
This Lease "Lease") is made between SCOTIA HOLMES SANCHEZ,Ed.D., the Yuba County Superintendent of Schools, solely in her official capacity as an elected public official of Yuba County, California (Landlord), and the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Recitals

Landlord is the authorized agent of the Yuba County Board of Education, ("Owner") the real property located in the City of Marysville, County of Yuba, State of California, described as One Stop Center for Business and Workforce Development ("Premises").

Section 1. Lease.

Landlord leases to Tenant on the terms and conditions in this Lease the following portion of the Premises:

Portions of a two-story office building located on Premises as set forth in Exhibit “A”, attached hereto and by reference incorporated herein, and more specifically referred to as One Stop Center for Business and Workforce Development located at 1114 Yuba Street, Marysville, California.

Section 2. Warranty by Landlord.

Landlord warrants to Tenant that the Landlord is an authorized agent of the Owner and is empowered to enter into this Lease agreement on the Owner’s behalf.

Section 3. Term

The term of this Lease will commence on January 1st, 2013, (Commencement Date), and end on December 31st, 2013 (Termination Date) (Term), unless terminated sooner in accordance with the provisions of this Lease.
Section 4. Renewal Extension Option.

Landlord grants to Tenant the option to negotiate a new Lease upon written notification of intent to renew the Lease to Landlord from Tenant at least ninety (90) days prior to the Termination Date of this Lease. Tenant's privilege to exercise this option is expressly conditioned upon Tenant not having previously defaulted on the terms of the Lease, not being in default at the time the option is exercised, and not being in default between the time the option is exercised and the start of the new lease term.

Section 5. Holding Over.

Any holding over after the expiration of the Term of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month-to-month, cancelable upon ninety (90) days written notice, with a Monthly Rent as existing during the last year of the Term of this Lease, and upon terms and conditions as existing during the last year of the Term of this Lease, until a new Lease is negotiated. Any holding over after the expiration of the Term, without the consent of Landlord, shall be construed to be a tenancy-at-will at a Monthly Rent of two hundred percent (200%) but otherwise on the terms and conditions in this Lease.

Section 6. First Refusal.

If the Landlord elects to lease any space in the Premises other than that space presently occupied by Tenant, then Landlord shall first offer such space in writing to the Tenant and Yuba County Health and Human Service Department whom is a Co-Tenant within the lease space with the Tenant. Lease space will be offered on terms and conditions no less favorable than those offered in their original lease agreement. The election of occupancy by Co-Tenants will be on a "first come first serve" notification basis. If within ten (10) working days after receipt of such offer, either Tenant does not notify Landlord in writing that Tenant elects to lease such space, Landlord shall be relieved of any obligations to either Tenant with regard to any such offering. If Tenant elects to lease space in accordance with the terms herein, Landlord shall allow the Tenant forty-five additional days to obtain necessary approvals to consummate lease.
Section 7. Rent

Commencing on January 1st, 2013, the Tenant shall pay monthly, in advance, a rent ("Monthly Rent") without notice or demand, as set forth below:

(a) The Monthly Rent shall remain at $2,771.37 for 1,909 square feet of rentable completed office space. The annual Consumer Price Index (CPI) adjustment has been waived.

The 1,909 square feet of rentable completed Tenant office space is set forth in Exhibit "A" - Rentable Area Reference Plan Drawing and Exhibit "B" - Space Allocation Sheets. The Monthly Rent includes base lease space rental for the Premises, and services, utilities, supplies and maintenance as set forth in more detail in Section 8 of this Lease.

The Monthly Rent including security is $2,771.37 and shall be payable on the Commencement Date and continuing thereafter on the first day of each month. Monthly Rent payment shall be delivered to the following address: 935 Fourteenth Street, Marysville, California 95901, or at another address that Landlord may from time to time designate by written notice to Tenant. If the Term begins or ends on a day other than the first or last day of a month, the rent for the partial months will be prorated on a per diem basis.

Section 8. Services, Utilities and Supplies.

Landlord, at Landlord's sole cost and expense, during the term of this lease, shall furnish the following services, utilities, and supplies to the areas leased by the Tenant:

(a) Elevator service.
(b) Maintenance of Premises in good operating condition and appearance to include, but not necessarily limited to, the following:
   1) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
   2) Furnishing remedial painting as necessary to maintain the premises in a neat and clean condition.
3) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
4) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
(c) Security monitoring service with access fobs and security codes. Gross lease services do not include physical on-site security services.
(d) Janitorial services sufficient to maintain the interior in a clean well-maintained condition to the greatest practical degree possible, by more specially performing the following:

*Daily:
1) Empty and clean all trash containers, and dispose of all trash and rubbish.
2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls and urinals.
3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, and toilet tissue.)
4) Clean and damp-mop reception area daily.
5) Carpet sweep all carpeted areas.
* Extent of janitorial services dependent on Tenant spaces being kept in a manner whereby surfaces and areas to be cleaned can be accessed without moving and replacing personal items and equipment.

Twice Weekly:
1) Vacuum all carpets.
2) Dust the tops of all furniture, counters, cabinets, and window sills.

As Needed:
1) Spot clean all walls.
2) Sweep parking areas and sidewalks.
3) Dust all window blinds.
4) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
5) Wash all windows, window blinds, light fixtures, walls and painted surfaces.
6) Steam clean carpets to remove all stains and spots.
The utility baseline expenses incurred by the Landlord are established at the Commencement Date. The Tenant’s Commencement Date baseline utility costs are established at an averaged monthly cost of $0.20 per square foot of rentable area leased per month. Baseline utility expense rate established covers the Tenant’s share of the Landlord’s utility costs related to electric, gas, water, sewer and garbage in providing the services and utilities, as set forth below:

(a) Sewer, trash disposal, and water service including both hot and cold water to the lavatories.
(b) Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning.

Landlord reserves the right to adjust the Monthly Rent upwards in the event of an increase in the established baseline utility costs. For purposes of this section, an increase in utilities costs means a cumulative increase in any such charges in excess of five percent (5%) aggregate over the term of the Lease. Utility increases shall be documented and solely reflect the increase in costs of utility operation of the Premises.

Landlord shall make available a telephone system for the Premises. There is an initial $500.00 one-time licensing and set-up fee for phone systems. Tenant shall utilize said telephone system and receive local area phone service at Landlord’s expense. Landlord shall make available a local area cabling network for computers from the Tenant’s space to a shared Computer Room on the Premises. Landlord shall provide technical and support services for phone system and building Security Systems in accordance with Exhibit “C”.

Section 9. Use of Premises.

The Premises will be used and occupied only for office, classroom, and education purposes in accordance with both this Agreement and the Center for Business and Workforce Development (C.B.W.D.) Rules as set forth in Exhibit “D”, and for any necessary and related use or purpose, and for no other use or purpose. Any extended use of the Premises beyond the Tenant’s normal business hours shall result in a pro rata increase in rental assessments to compensate Landlord for such extended use. Tenant’s normal business hours shall be deemed to be 7:00am to 6:30pm Monday through Friday. Tenant shall maintain the Premises in a professional manner and appearance. This does not alter in any fashion any obligation of Landlord to maintain the Premises and the common areas of the Premises. Tenant shall not undertake any remodeling, redecoration, or
alteration, including painting and wall coverings, to the Premises without first receiving Landlord's written permission.

Section 10. Insurance

For the mutual benefit of Landlord and Tenant, Tenant shall, during the term of this lease, cause to be issued and maintained public liability insurance in the sum of at least $1,000,000 for injury to or death of one person, and $3,000,000 for injury to or death of more than one person in anyone accident, insuring the Tenant against liability for injury and/or death occurring in or on the Premises or the common areas. Landlord shall be named as an additional insured and the policy shall contain cross-liability endorsements. The Tenant shall maintain all such insurance in full force and effect during the entire term of this Lease and shall pay all premiums for the insurance. Tenant shall furnish the Landlord a current copy of their public liability insurance policy to be maintained on file by the Landlord. Subsequent insurance premium renewals shall be provided the Landlord upon renewal. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by Tenant and may be maintained in the form of self-insurance by Tenant.

Section 11. Insurance for Tenant's Personal Property.

Tenant agrees at all times during the term of this Lease to keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that may be on or in the Premises from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment or, in the alternate, Tenant shall waive any claim against Landlord for any such loss or damage.

Section 12. Indemnification

Each party to this Lease shall indemnify and hold harmless the other party from any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by the party, its agents, servants, employees, or invitees.
Section 13. Assignment and Subletting

Tenant will not assign this Lease or further sublet all or any part of the Premises without the prior written consent of Landlord. Tenant further agrees that it shall not assign or sublet all or any part of the Premises to any party other than a public, governmental, or municipal entity.

Section 14. Other Provisions of Lease

Landlord reserves the right to terminate the Lease in the event of the partial or total damage, destruction, or condemnation of the Premises or the building or project of which the Premises are a part. The exercise of this right by Landlord will not constitute a default or breach, and the parties will be relieved of any further liability or obligation under this Lease.

Section 15. No Broker.

Landlord and Tenant each warrant that they have not dealt with any real estate broker in connection with this transaction. Landlord and Tenant each agree to indemnify, defend, and hold the other harmless against any damages incurred as a result of the breach of the warranty contained in this Section.


All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands by the Landlord to Tenant will be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address in this Lease below, or to any other place that Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to Landlord will be sent by United States Mail, postage prepaid, addressed to the Landlord at the address in this Lease, and to any other person or place that the Landlord may from time to time designate in a notice to the Tenant.

To Landlord: SCOTIA HOLMES SANCHEZ, Ed.D.
Yuba County Superintendent of Schools
935 Fourteenth Street
Marysville, California 95901
To Tenant: PAUL BRUNNER
Director, TRLIA
915 Eighth Street, Suite 115
Marysville, California 95901

Section 17. Successors and Assigns.

This Lease will be binding on and inure to the benefit of the
parties to it, their heirs, executors, administrators, successors in
interest, and assigns.

Section 18. Entry

Landlord reserves the right to enter the Premises on reasonable
notice to Tenant to inspect the Premises or the performance by Tenant
of the terms and conditions of this Lease and, during the last six
months of the Term, to show the Premises to prospective Tenants. In an
emergency, no notice will be required for entry.

Section 19. Late Charge and Interest.

The late payment of any Monthly Rent will cause Landlord to
incur additional costs, including the cost to maintain in full force
the Lease, administration and collection costs, and processing and
accounting expenses. If Landlord has not received any installment of
Monthly Rent within five (5) days after that amount is due, Tenant
will pay five percent (5%) of the delinquent amount, which is agreed
to represent a reasonable estimate of the cost incurred by Landlord.
In addition, all delinquent amounts will bear interest from the date
the amount was due until paid in full at a rate as established by
applicable California law. In no event will the Applicable Interest
Rate exceed the maximum interest rate permitted by law that may be
charged under these circumstances. Landlord and Tenant recognize that
the damage Landlord will suffer in the event of Tenant's failure to
pay this amount is difficult to ascertain and that the late charge and
interest are the best estimate of the damage that Landlord will
suffer. If a late charge becomes payable for any three (3)
installments of Monthly Rent within any twelve (12) month period, the
Monthly Rent will automatically become payable quarterly in advance.
Section 20. Compliance with Legal Requirements; Tenant's Obligations.

(a) Compliance with Legal Requirements. At Landlord's sole cost, Landlord will promptly comply with all laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, and requirements of all municipal, state, and federal authorities now or later in force, including, but not limited to all provisions of the Americans with Disabilities Act; the requirements of any board of fire underwriters or other similar body now or in the future constituted; and any direction or occupancy certificate issued by public officers (Legal Requirements), insofar as they relate to the construction, condition, use, or occupancy or the Premises.

(b) Tenant's Obligations. Tenant will comply in a timely manner with all Legal Requirements that are not Landlord's responsibility under this Section to the extent that noncompliance would adversely affect Landlord's use or occupancy of the Premises.

(c) The judgment of any court of competent jurisdiction or Landlord's admission in any action or proceeding against Landlord that Landlord has violated any Legal Requirement in the condition, use, or occupancy of the Premises will be conclusive of that fact as between Tenant and Landlord.

Section 21. Environmental Certification.

Landlord certifies to Tenant that Landlord has complied with all applicable Environmental Laws and the requirements of all applicable Agencies and that no soil or groundwater contamination has occurred on or under or originated from the Premises.

Section 22. Parking.

Landlord shall, at Landlord's sole cost and expense, provide Tenant four (4) assigned numbered parking spaces adjacent to the Building in which the Premises is located. Building parking spaces are assigned at a ratio of 1:397 square feet of rentable square footage. Forty-seven unassigned visitor parking spaces and handicap parking sufficient to comply with municipal codes shall be provided to the Building in addition to parking spaces assigned Building Tenants.
Section 23. Attorney Fees.

If either party brings an action to enforce or declare rights hereunder, the prevailing party in action shall be entitled to reasonable attorney fees fixed by the court.

Section 24. Entire Agreement.

This Lease and the C.B.W.D. Rules for the Office Building set forth all the agreements between Landlord and Tenant concerning the Premises, and there are no agreements, either oral or written, other than as set forth in this Lease.

Section 25. Time of Essence.

Time is of the essence in this Lease.


This Lease will be governed by and construed in accordance with California law. In the event of any litigation arising from this Lease, the parties agree that any such dispute shall be submitted to the jurisdiction of the courts of Yuba County, State of California.

In Witness Whereof, the parties have executed this Lease as of the date first above written.

Tenant: ___________________________ Date: ______________
Chairman of the Board
Three Rivers Levee Improvement Authority

Landlord: ______________________ Date: 11/6/12
SCOTIA HOLMES SANCHEZ, Ed.D.
Superintendent of Schools
Yuba County Board of Education
November 27, 2012

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul Brunner, Executive Director
SUBJECT: Funding for Feather River Floodway Corridor Restoration Project

**Recommended Action**

Approve attached Resolution by the TRLIA Board of Directors authorizing application for funding for the Feather River Floodway Corridor Restoration Project, and authorizing Executive Director Paul Brunner to conduct all negotiations and execute and submit all documents related to the application to the Department of Water Resources (DWR) for Proposition 1E funding.

**Background**

DWR’s FloodSAFE Environmental Stewardship and Statewide Resources Office (FESSRO) was created in 2009 to integrate environmental stewardship and flood management. FESSRO’s Floodway Ecosystem Sustainability Branch provided support on environmental issues for the 2012 Central Valley Flood Protection Plan (Plan) by developing an attachment to the Plan that addresses conservation in the context of flood risk reduction. FESSRO has bond funding from Proposition 1E that it can allocate to projects and activities that meet the intent of the conservation document and the Plan.

TRLIA, in cooperation with the Sutter Butte Flood Control Agency, submitted a preliminary proposal for a project that would establish riparian habitat on 500 acres in the Feather River Setback area. By creating native wildlife habitat for threatened and endangered species compatible with seasonal flooding, the project would offset some mitigation requirements for SBFCA’s Feather River West Levee Project and provide advanced mitigation credits for DWR. In addition, the project would provide recreational opportunities (biking, hiking, horse trails) in the setback area as well as access to the Feather River for fishing and kayaking.

After the first round of reviews by FESSRO, TRLIA and SBFCA were invited to submit a full proposal on this project. As part of the requirements for funding through Proposition 1E, applicants must approve a resolution authorizing TRLIA to file the application with DWR.

**Attachment:**

- Proposed Resolution
RESOLUTION NO. 2012--

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPROVING THE
APPLICATION FOR GRANT FUNDS FROM THE CENTRAL VALLEY FLOOD
SYSTEM CONSERVATION FRAMEWORK AND STRATEGY PROGRAM UNDER
THE DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006
(PROPOSITION 1E)

WHEREAS, the Three Rivers Levee Improvement Authority (TRLIA) has proposed the Feather River Floodway Corridor Restoration Project ("Project"), which involves the establishment of riparian habitat on 500 acres in the Feather River Setback area; and

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Department of Water Resources has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Department of Water Resources require a resolution certifying the approval of application(s) by the governing board of TRLIA before submission of application(s) to the State; and

WHEREAS, TRLIA, if selected, will enter into an agreement with the State of California to carry out the Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Three Rivers Levee Improvement Authority:

1. Approves the filing of an application for the Feather River Floodway Corridor Restoration Project;

2. Certifies that TRLIA understands the assurances and certification in the application;

3. Certifies that TRLIA will have sufficient funds to operate and maintain the Project consistent with the land tenure requirements; or will secure the resources to do so;

4. Certifies that TRLIA will comply with all provisions of Section 1771.5 of the California Labor Code;

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction all applicable permits will have been obtained; and,
6. Appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

* * * * * * *

PASSED AND ADOPTED this 27th day of November, 2012, by the Board of Three Rivers Levee Improvement Authority by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Chairperson

ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD

______________________________
APPROVED AS TO FORM: GENERAL COUNSEL
November 27, 2012

TO: Three Rivers Levee Improvement Authority
    Board of Directors
FROM: Paul Brunner, Executive Director
SUBJECT: Goldfields High Ground Evaluation Status, October 2012

A progress report of the various steps of the Three Rivers Levee Improvement Authority (TRLIA) work in the Goldfields is provided in the following sections of this document. *Updates to this report are indicated with italics and underline.*

**STATUS OF ANALYSIS EFFORTS:**

**Geotechnical**

ENGeo as TRLIA’s consultant has been collecting and examining historical information on dredging operations in the Goldfields. ENGeo has coordinated with the aggregate companies to obtain as much existing geotechnical exploration information as possible. ENGeo evaluated the existing geotechnical exploration information and developed an initial additional exploration plan of 9 test pits. USACE provided a right of entry for the final 4 test pits which were dug in April 2012. Additional explorations have been proposed along the south bank tailings mounds upstream of Daguerre Point Dam to assist in evaluating these mounds for their ability to withstand high river stages. These explorations will assist ENGeo in performing evaluations at these sites of concern for the 100-year flood and will assist in the 100-year certification.

An initial high ground (as opposed to a levee) definition for the dredge tailing mounds in the Goldfields has been developed. Final details of the definition were presented in a Technical Memorandum and are undergoing review. The Team provided this Technical memorandum to the BOSC, DWR and USACE for their review in July. BOSC initial comments revolve around perhaps increasing the minimum size of the base of the high ground footprint from 300 feet to 400 feet. The Team is in discussion with the BOSC to resolve this and a few other minor differences. The TRLIA Team supplied responses to BOSC comments on the High Ground Technical Memorandum on September 27, 2012. *The Team also provided information on the increase in material volume based on a larger high ground footprint. The Team continues to wait for the final recommendations of the BOSC regarding the High Ground Definition. The TRLIA Team will request that the BOSC complete their evaluation of the most recent information submitted to them and provide their final report on the August meeting by the end of November.*

ENGeo has formulated many different alignments through the Goldfields which could serve as high ground. These alignments have been evaluated to determine which would best provide 100-year protection quickly and ultimately 200-year protection. Evaluation criteria include amount of material required to implement, impacts to mining plans, right of way requirements, and environmental impacts. TRLIA has met with Western Aggregates and Cal Sierra/Teichert on
several occasions to discuss alternative formulation. Both firms provided new information on expanding their operations and feedback on which alternatives for 100-year protection for which they could best assist TRLIA.

The Team has determined that the best 100-year solution involves establishing a line of high ground in the southwest portion of the Goldfields downstream of Daguerre Point Dam and certifying the south bank of tailings mounds upstream of Daguerre Point Dam as providing 100-year protection. The biggest challenge to implementing the line of high ground is avoiding elderberry shrubs. The USFWS has recently announced that the Valley Elderberry Longhorn Beetle (VELB) is proposed to be delisted from the threatened and endangered list. This proposed delisting means that mitigation for elderberry shrubs could no longer be required. Comments are being taken on this proposal and the earliest the actual delisting could occur is the end of 2013. It is highly probable that the delisting will take even longer than this. The Team has recognized the futility of trying to completely avoid elderberry shrubs and has changed its approach to developing alignments which will require the least amount of fill and least impact to mining operations. The Team recently met and developed several alignments (Alignments 10-13, attached) which appear to lessen mining impacts based on conversations with the mining companies. A recent conversation with Teichert has indicated that even greater complexity exists in the Goldfields. Rights are still being disputed and clarified and future plans are still being developed. *TRLIA met with Western Aggregates on November 2 and with Teichert on November 6 to discuss potential impacts of the new alignments. Both mining companies expressed a willingness to work with TRLIA and provided input on the alignments that they thought would have least impact on their future plans. The TRLIA Team will begin to develop more detail on the more promising alignments to assist in making a final decision.*

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

MBK performed an analysis at Site J and determined that even with a breach during the 100-year flood, only a small volume of flood waters would flow over the secondary mound behind Site J if the mound did not erode. ENGEO determined that there is a potential for significant erosion of the secondary mound. With this erosion the secondary mound cannot protect against a 100-year event should a breach occur at Site J. Geomorphic evaluations have developed a tool to use in estimating the likely amount of retreat that would occur at Site J over the next 15 years which would be the time period of 100-year certification. This site will be evaluated against a 100 year flood with an estimated eroded cross section. Any certification at Site J would also include a monitoring plan to ensure that estimated retreat was not being exceeded by actual retreat. *MBK continues to evaluate the hydraulic impacts of proposed project alternatives.*

Geomorphic
CBEC as TRLIA’s consultant has conducted an historic literature review to summarize previous relevant reports and papers on geomorphic research on the Lower Yuba River. CBEC has utilized relevant information with respect to estimating the potential retreat of the south bank
tailings mounds. CBEC has collected, inspected, and cataloged historic aerial photographs in order to map meander patterns that have assisted in the identification of locations where the river is likely to continue to erode or begin to erode the south bank tailings mounds.

CBEC installed staff gages along the Yuba River and within the Goldfields that gathered information the winter of 2011-12 used to determine the Goldfields interior water elevation response to high stages in the Yuba River. While limited data was obtained, it was useful in providing information as to how the interior pools do react to Yuba River high stages. These gages will be left in place in the winter of 2012-13 to expand on the information gathered.

Information on the material composition of the tailings mounds at retreating sites has been gathered and used in estimating retreat rates at critical sites. CBEC has evaluated historic retreat at these eroding sites along with work expended by the river during the time the retreat occurred to develop a relationship between river work and retreat rate. This relationship and all supporting information has been presented in a draft Technical Memorandum which was provided to the Goldfields BOSC and discussed at the August 16 BOSC Meeting. The relationship developed allows the Team to make an estimate as to the amount of retreat that might occur at an eroding site over a given period of time using an assumed hydrologic series of events. This information assists the Team in estimating how long an eroding site might remain stable before a breach is likely to occur. Final responses to BOSC comments on the Geomorphic Evaluation were supplied to the BOSC on September 27, 2012. The Team continues to wait for final suggestions from the BOSC regarding the appropriate tailing mound retreat rate to use for potential certification of the tailing mounds along the river upstream of Daguerre Point Dam. The TRLIA Team will request that the BOSC complete their evaluation of the most recent information submitted to them and provide their final report on the August meeting by the end of November.

CBEC performed an evaluation of retreat history at Site J at the upstream end of the Goldfields which is being used in determining breach risk at this location. While the risk of a breach for a 100-year event at Site J is low, the risk of flooding from a breach could be greatly reduced by placing a small amount of fill on BLM land. TRLIA has applied to the BLM for real estate rights to fill a low spot in the secondary mound that could block any water that attempted to enter the Goldfields from a breach at Site J. ENGEIO will also evaluate Site J to determine its ability to withstand the 100-year flood in a short time period (next 15 years).

**Historic Research**

A review of identified historical reports and records has been completed. These reports and records were examined for pertinent information with respect to the river control features constructed and modified in the past. The intent of the research was to define and clarify the purpose of these facilities, identify responsibilities that the State and Federal government may have to maintain these facilities and the relationship of these facilities to the Sacramento River Flood Control Project, also known as the State Plan of Flood Control. TRLIA recently obtained electronic copies of many historic documents from Western Aggregates which have provided background on permits issued by the Reclamation Board to mining interests for the removal of the historic Linda Levee in the Goldfields. Research of these documents continues in order to determine if the mining interests assumed certain responsibilities in return for approval to remove the Linda Levee. TRLIA met with DWR on September 21 to discuss changes that have occurred along the Yuba River and the ramifications of these historic permits. DWR is willing to explore opportunities to expand the State Plan of Flood Control along the Goldfields but did not provide any assurances that they would be able to do so or cost share in a future Goldfields
Project. **TRLIA will coordinate with DWR and CVFPB to see if additional historic records can be found to aid in determining responsibility for the relocated Linda Levee.**

**Right of Way (ROW)**
USACE owns large parts of the Goldfields even though the aggregate and dredging companies have the mineral rights on those lands. Four of the test pits conducted were located on USACE owned lands and TRLIA had to obtain a right of entry to do those test pits. TRLIA met with USACE on January 31, 2012 to investigate the test pit locations and obtain geotechnical clearance. ENGEO coordinated with the mining companies and excavated the test pits that are not on USACE lands in early February 2012. USACE provided a right of entry for the test pits on USACE land on April 17, 2012. As repair alternatives are identified, ROW efforts will be necessary to obtain adequate rights to implement these alternatives. USACE has an easement over a large portion of the western Goldfields. TRLIA has requested that USACE provide details of this easement. TRLIA is also investigating requirements for using land owned by others in the Goldfields. Some of the additional borings described above under Geotechnical are on USACE property and require a right of entry to accomplish. **TRLIA requested a right of entry from USACE on September 26, 2012. USACE has not provided the requested ROE. USACE has not indicated any problems with the request. Staff will continue to coordinate with USACE to get the ROE issued as soon as possible.**

**Environmental**
Environmental consultation continues to be minimal at the beginning of the analysis. AECOM has accomplished several field surveys for different 100-year alternatives. These surveys help in determining environmental impacts of proposed alternatives as well as identifying what actions are necessary to obtain any necessary permits and to mitigate for any impacts. AECOM has also performed an environmental survey at the secondary mound behind Site J to determine environmental constraints at that location. **AECOM will be requested to perform environmental constraints surveys for the more promising alternatives currently under evaluation. To mitigate for impacts to elderberry shrubs, a Federal nexus must be established in order to consult with the USFWS and obtain a Biological Opinion on the VELB impacts. This nexus may come through the need for real estate agreements with USACE for work on lands that they own. TRLIA legal is exploring other options to obtaining the federal nexus.**

**BOSC Review**

The Goldfields BOSC met on August 16, 2012. The Analysis Team made presentations regarding the High Ground Definition, the Geomorphic Analysis, and 100-Year Alternatives Evaluation. Status updates were also given on other geotechnical and hydraulic analyses. The BOSC asked many questions and provided feedback during the meeting. The Analysis Team has provided additional requested information and answers to questions posed by the BOSC. **The TRLIA Team will request that the BOSC complete their evaluation of the most recent information submitted to them and provide their final report on the August meeting by the end of November.**

**FINANCIAL IMPLICATIONS:**

TRLIA has incurred costs associated with this work (including both design and construction expenses) in advance of a new or modified funding agreement covering the costs of this work by the State. Currently TRLIA EIP funding agreements do not provide funding for this work and TRLIA is paying for this work with local prior levee funding resources. The Department of
Water Resources has identified some remaining Proposition 13 Funds that can only be used in the Yuba and Feather River Watersheds. TRLIA made application for a grant from this program and on April 2, 2012 DWR announced that the Decision Memorandum to use Proposition 13 funds for the Goldfields work was approved. On October 5, 2012 TRLIA and DWR executed an agreement for the State to provide as much as $2,000,000 towards the Feasibility Study of the Goldfields alternatives. These funds can only be used for study and not for implementation.

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

ATTACHMENT
Alternative Alignments 10-13