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

NOVEMBER 5, 2013

MINUTES

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) was held on the above date, commencing at 3:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Jerry Crippen, Mary Jane Griego, and John Nicoletti. Also present were Executive Director Paul Brunner, Counsel Scott Shapiro, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Griego presided.

I  ROLL CALL – Directors Atwal, Brown, Crippen, Griego, Nicoletti - All present.

II PUBLIC COMMUNICATIONS: None.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

MOTION: Move to approve  MOVED: Jerry Crippen  SECOND: Sarbdeep Atwal
AYS: Sarbdeep Atwal, Rick Brown, Jerry Crippen, Mary Jane Griego, John Nicoletti
NOES: None  ABSTAIN: None  ABSENT: None

A. Approve minutes of the meeting of October 1, 2013. Approved as written.

Director Nicoletti joined the meeting at 3:33 p.m.

IV CORRESPONDENCE

A. Letter from Ms. Joan Lewis regarding Broadway Road and access gate to the Feather River setback area. Received.

Ms. Lewis and Mr. James Pearson urged closure of Broadway Road.

V CLOSED SESSION: The Board retired into closed session at 3:37 p.m. and returned at 4:48 p.m.

1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Government Code section §54956.9(d)(2) - One Case No reportable action.

VI ADJOURN: 4:48 p.m.

______________________________
Chair

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

Approved: _______________________

11/05/13 – TRLIA
November 12, 2013

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director
Scott McElhern, Legal Counsel

SUBJECT: Sale of Excess Lands – Uppal Parcel (APN 014-290-034)

**Recommended Action**

Receive and consider bids to purchase the former Uppal surplus real property located on Anderson Avenue.

**Background**

In October 2008, using eminent domain, the Three Rivers Levee Improvement Authority ("TRLIA") acquired approximately 39.53 acres of real property located on Anderson Avenue in Marysville, California (the "Uppal Property"). The Uppal Property was acquired for the purpose of installing and constructing the Three Rivers Phase 4 Levee Repair Project (the "Project").

Once construction of the Project was complete, TRLIA no longer needed that portion of the Uppal Property that was previously used as a staging area during construction (the "Surplus Property"). Accordingly, on October 18, 2011, TRLIA’s Board of Directors passed and adopted Resolution No. 2011-10 declaring the Surplus Property to be surplus and authorizing and directing TRLIA’s Executive Director to commence the procedures for disposing of surplus lands pursuant to California Government Code sections 54220-54232.

On October 1, 2013, TRLIA’s Board of Directors passed and adopted Resolution No. 2013-05, which declared the intent of TRLIA to sell the Surplus Property and described sale process.

**Discussion**

The Surplus Property comprises approximately 23.406 acres of unplanted land located on Anderson Avenue. The Surplus Property was used as a borrow site for the Project, and backfilled with old levee soil. Based on a market estimate provided by Bender Rosenthal, Inc., the minimum price for the Surplus Property is $70,230. The terms of the sale are: (1) payment of the sale price in cash within 60 days of execution of a purchase and sale agreement on a form acceptable to TRLIA; (2) TRLIA offers the Surplus Property for sale “as is” and makes no
warranties or guarantees about its fitness for any particular purpose; and (3) transfer of the Surplus Property to the successful bidder shall be by quitclaim deed. No broker’s fee will be paid for sale of the Surplus Property.

All written bids to purchase the property must be submitted to the office of TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901, and received no later than 11:00 a.m. on November 12, 2013. All bids must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in the amount of $5,000.

The sealed bids to purchase the Surplus Property will be opened at the Board meeting. The Board must open, examine, and publicly declare all written bids received pursuant to the Resolution. Prior to accepting any written bid, the Board must call for oral bids. Pursuant to the Resolution, no oral bids will be accepted unless they exceed the highest conforming written bid by a minimum of 5%.

Of the bids submitted to purchase the Surplus Property, the Board must accept the highest conforming written bid, unless a higher conforming oral bid is accepted or the Board rejects all bids. Therefore, TRLIA is not obligated to sell the Surplus Property if the Board of Directors determines that such a sale would not be in the public interest. The final acceptance by the Board may be made either at the same session on November 12, 2013, or at any adjourned session of the Board meeting held within 10 days of November 12, 2013.

**Fiscal Impact**

If TRLIA ultimately sells the Surplus Property, revenue will initially come to TRLIA. Per the Project EIP Funding Agreement, TRLIA will share the revenues with the State. TRLIA’s share of the revenue is approximately 17.5%.

**Attachments:**
1. Public Notice of Sale of Real Property
2. Bid Proposal Form
3. Resolution No. 2013-05
4. Purchase Agreement
PUBLIC NOTICE  
SALE OF REAL PROPERTY
NOTICE is hereby given that the Board of Directors of the Three Rivers Levee Improvement Authority ("TRLIA") will receive sealed bids for the sale of surplus real property owned by TRLIA, located in Yuba County, California, more particularly described below:

23.406 acres of real property located on Anderson Avenue in Yuba County, California.

Minimum purchase price: $70,230.

Resolution No. 2013-5 stating TRLIA’s intent to sell the property was adopted at the Board of Directors’ meeting on October 1, 2013. Copies of the resolution, which includes a map depicting the property, are available on TRLIA’s website at www.trlia.org, and at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901, (530)749-7841.

All written bids to purchase the property must be submitted to the office of TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901, and received no later than 11:00 a.m. on November 12, 2013. All bids must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in the amount of $5,000. Bids are to be sealed and clearly labeled with “Bid Sale of Property Feather River.” The Bid Proposal Form is available on TRLIA’s website at www.trlia.org, and at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901, (530)749-7841.

At 2:00 p.m. on November 12, 2013, at the Yuba County Government Center, Board Chambers, 915 Eighth Street, Suite 109A, Marysville, California, the Board of Directors of TRLIA will open, examine, and publicly declare all written bids received. All interested parties are invited to attend. Prior to accepting any written bid, the Board of Directors of TRLIA will call for oral bids. Oral bids must exceed the highest written bid by a minimum of 5% and must meet all other conditions stated in Resolution No. 2013-5. A cashier’s check of $5,000 must accompany all oral bids at the time the bids are made, unless the bidder has already submitted a written bid with the required $5,000 cashier’s check.

Payment of the sale price shall be in cash within 60 days of execution of the purchase and sale agreement on a form acceptable to TRLIA, which form will be available for review at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901 and on TRLIA’s website at www.trlia.org. TRLIA offers the property for sale “as is” and makes no warranties or guarantees that the property is fit for any particular purpose. Transfer of the property to the successful bidder shall be by quitclaim deed.

This Notice is made pursuant to Government Code Section 25528.

Requests for information may be submitted to TRLIA at (530)749-7841.
Bid Proposal Form

(The Bid Proposal Form must be accompanied by a cashier's check payable to the Three Rivers Levee Improvement Authority in the amount of $5,000 and received no later than 11 a.m. November 12, 2013. Bid is to be sealed and clearly labeled with "Bid Sale of Property Feather River.")
BID PROPOSAL FORM

DESCRIPTION: Approximately 23.406 acres of real property located on Anderson Avenue in Yuba County, California.

CONDITIONS: Three Rivers Levee Improvement Authority ("TRLIA") offers the Property for sale "as is" and makes no warranties or guarantees that the Property is fit for any particular purpose.

SALE: 2:00 p.m. on November 12, 2013, at the Yuba County Government Center, Board Chambers, 915 Eighth Street, Suite 109A, Marysville, California.

Submit Bid Proposal with $5,000 deposit in sealed envelope marked with "Bid Sale of Property Feather River." Mail or deliver to TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901. Bid Proposal must be received no later than 11:00 a.m. on November 12, 2013.

BID PROPOSAL

The undersigned, _____________________________________, in compliance with TRLIA’s invitation for bids, hereby agrees to pay the cash price stated below for the property described above:

$ ____________________________________.

Enclosed herewith is a bidder’s deposit in the amount of $5,000. I hereby certify I have read Resolution No. 2013-5 and I understand the provisions contained therein shall be strictly enforced.

__________________________________________  ________________________________________
Bidder’s Signature                                Date

(If bidding for business, state your title)     Address and Telephone Number
Resolution

#2013-05
RESOLUTION NO. 2013-

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DECLARING THE BOARD’S INTENT TO SELL CERTAIN REAL PROPERTY
LOCATED ON ANDERSON AVENUE PURSUANT TO GOVERNMENT CODE
SECTION 25526

WHEREAS, Three Rivers Levee Improvement Authority ("TRLIA") is the owner
of approximately 23.406 acres of real property (the "Property") located on Anderson
Avenue in Marysville, California. The Property is more particularly described in Exhibit
A-1 and depicted in Exhibit A-2 attached hereto and incorporated herein by reference;
and

WHEREAS, on October 18, 2011, TRLIA’s Board of Directors passed and
adopted Resolution No. 2011-10 declaring the Property to be surplus and authorizing and
directing TRLIA’s Executive Director to commence the procedures for disposing of
surplus lands pursuant to California Government Code sections 54220-54232; and

WHEREAS, TRLIA has complied with the requirements of California
Government Code sections 54220-54232, and may now dispose of the Property without
further regard to California Government Code sections 54220-54232; and

WHEREAS, TRLIA desires to sell the Property at a price of not less than $70,230
on the terms and conditions set forth herein; and

WHEREAS, the Board of Directors of TRLIA adopts this Resolution in
compliance with Government Code section 25526.

NOW, THEREFORE, BE IT RESOLVED THAT:

Based upon the evidence presented, the Board of Directors by vote of two-thirds or more
of its members hereby declares each of the following:

1. The Board of Directors of TRLIA declares its intent to sell, pursuant to
California Government Code section 25526, approximately 23.406 acres of real property
(the "Property") located on Anderson Avenue in Marysville, California, as more
particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto and
incorporated herein by reference.

2. The minimum price that will be accepted for the Property shall be
$70,230. The terms of the sale shall be:

a. Payment of the sale price shall be in cash within 60 days of execution of the
purchase and sale agreement on a form acceptable to TRLIA, which form will
be available for review at TRLIA’s office located at 1114 Yuba St., Suite 218,
Marysville, CA 95901;
b. TRLIA offers the Property for sale “as is” and makes no warranties or guarantees that the Property is fit for any particular purpose;

c. Transfer of the Property to the successful bidder shall be by quitclaim deed.

3. To be eligible for consideration, all written bids to purchase the Property must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in an amount no less than $5,000.

4. To be eligible for consideration, all oral bids to purchase the Property must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in an amount no less than $5,000, unless the bidder has already submitted a $5,000 cashier’s check with a prior written or oral bid.

5. Funds paid by the successful bidder are non-refundable, and funds submitted with bids that are not accepted will be returned.

6. To be eligible for consideration, all written and oral bids to purchase the Property must include a brief description of the bidder’s anticipated use of the Property.

7. TRLIA will not pay a broker’s commission on the sale.

8. All written bids to purchase the Property pursuant to this Resolution must be received at the office of TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901, no later than 11:00 a.m. on November 12, 2013.

9. At 2:00 p.m. on November 12, 2013, at the Yuba County Government Center, Board Chambers, 915 Eighth Street, Suite 109A, Marysville, California, the Board of Directors of TRLIA will open, examine, and publicly declare all written bids received pursuant to this Resolution. Prior to accepting any written bid, the Board of Directors of TRLIA will call for oral bids. Oral bids must exceed the highest written bid by a minimum of 5% and must meet all other conditions stated in this Resolution to be accepted. A cashier’s check of $5,000 must accompany all oral bids at the time the bids are made, unless the bidder has already submitted a cashier’s check of $5,000 with a prior written or oral bid.

10. At the Board meeting at 2:00 p.m. on November 12, 2012, the TRLIA Board of Directors will either determine the winning bid in conformity with sections 25530 and 25531 of the California Government Code, or reject all bids in conformity with section 25534 of the California Government Code.
PASSED AND ADOPTED this 1st day of October, 2013, by the Board of Directors of Three Rivers Levee Improvement Authority by the following vote:

AYES: Directors Brown, Crippen Griego, Nicoletti

NOES: None

ABSENT: Director Atwal

ABSTAIN: None

[Signature]
Chairperson

ATTEST: DONNA STOTTERMeyer,
CLERK OF THE BOARD

[Signature]

APPROVED AS TO FORM: GENERAL COUNSEL

[Signature]
Exhibit 'A-1'

All that Real property situated in the County of Yuba, State of California, being a portion of the real property described in the Final Order of Condemnation, recorded in Document No. 2008R-016140, Official Records of said County, being a portion Lot 14, Block 24 as shown upon that certain map entitled "Arboga Colony", filed in the Office of the Recorder in said County and State in Book 1 of maps at Page 31, and situated in the Southwest One Quarter of Section 24 Township 14 North, Range 3 East of the Mount Diablo Meridian, being more particularly described as follows:

Beginning at an Iron Pipe marking the Southeast corner of said Lot 14; thence along the South line of said Lot 14, South 89°45'45" West, 588.73 feet; thence leaving said South line, North 00°17'03" West, 230.00 feet; thence parallel with said South line, South 89°45'45" West, 200.00 feet; thence North 00°17'03" West, 92.56 feet; thence North 03°03'55" West, 998.65 feet more or less to a point on the North line of said Lot 14; thence along said North line, North 89°45'45" East, 837.61 feet to the Northeast corner of said Lot 14; thence along the East line of said Lot 14, South 00°15'56" East, 1320.00 feet more or less to the Point of Beginning, containing 23.406 acres, more or less.

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

End of description

The Basis of Bearings for this description is the California Coordinate System Zone 2.

This description has been prepared by me or under my direct supervision.

Kevin A. Heaney, P.L.S. 5914

Date 10/13/2011
Purchase Agreement
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of ________________________ by and between the Three Rivers Levee Improvement Authority, a joint powers authority composed of Yuba County and Reclamation District 784, ("Seller"), and ________________________ ("Purchaser").

Seller and Purchaser agree as follows:

RECITALS

A. Seller owns the real property more particularly described and depicted in Exhibits A-1 and A-2 attached hereto and made a part hereof ("Property").

B. Purchaser’s bid to purchase the Property from Seller was accepted by the Board of Directors of Seller on ________________________.

C. The parties wish to provide terms and conditions for Purchaser’s Purchase of the Property from Seller.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE

Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller on the terms and conditions stated in this Agreement.

2. PURCHASE PRICE

The purchase price for the Property shall be ________________________ ("Purchase Price"). The Purchase Price shall be paid by Purchaser as set forth below:

(a) Deposit. Purchaser has paid the sum of $5,000 ("Deposit") by cashier’s check to Seller as part of the bidding process for the purchase of the Property. Within five (5) business days after execution of this Agreement, Seller shall deposit the Deposit with the Escrow Holder. The Deposit shall be applied against the Purchase Price.

(b) Balance of Purchase Price. Purchaser shall deposit with the Escrow Holder sufficient funds to cover the balance of the Purchase Price, plus Purchaser’s share of all escrow costs, within sixty (60) days after the execution of this Agreement.

3. ESCROW

This transaction shall be completed through an escrow established with Fidelity Title Company ("Escrow Holder") located at 8950 Cal Center Dr., Bldg. 3, Suite 100, Sacramento, CA 95826.

4. CLOSE OF ESCROW

The escrow shall close on or before ________________________ ("Close of Escrow").
A Quitclaim Deed, in the form attached hereto as Exhibit B, conveying the Property shall be executed by Seller and delivered to the Escrow Holder prior to the Close of Escrow. Purchaser shall not be deemed to have accepted delivery of the Property conveyed by the Quitclaim Deed until such time as the Quitclaim Deed is recorded in the Official Records of County of Yuba, California.

5. CLOSING COSTS

Seller shall pay any transfer taxes on recordation of the Quitclaim Deed, all recording fees, and all escrow fees. Purchaser shall pay for any preliminary report of title for the Property and/or policy of title insurance that it wishes to obtain prior to the Close of Escrow.

6. ACCEPTANCE OF PROPERTY “AS IS”

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Seller makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Purchaser acknowledges that it has not relied upon any representations by Seller with respect to the condition of the Property, the status of permits, zoning, or code compliance.

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an “as is” condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations.

7. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. ENTIRE AGREEMENT

This Agreement, which shall be valid only when executed by both Seller and Purchaser, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

10. COUNTERPARTS

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

11. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective
legal representatives, successors, and assigns.

12. AGREEMENT TO PERFORM NECESSARY ACTS

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SELLER:

Date:

By:
Paul G. Brunner,
Executive Director
as directed by Resolution No.
Dated:

PURCHASER:

Date:

By:

ATTACH:
Exhibit A-1 Legal Description
Exhibit A-2 Plat
Exhibit B Quitclaim Deed
EXHIBIT A-1

All that Real property situated in the County of Yuba, State of California, being a portion of the real property described in the Final Order of Condemnation, recorded in Document No. 2008R-016140, Official Records of said County, being a portion Lot 14, Block 24 as shown upon that certain map entitled "Arboga Colony", filed in the Office of the Recorder in said County and State in Book 1 of maps at Page 31, and situated in the Southwest One Quarter of Section 24 Township 14 North, Range 3 East of the Mount Diablo Meridian, being more particularly described as follows:

Beginning at an Iron Pipe marking the Southeast corner of said Lot 14; thence along the South line of said Lot 14, South 89°45'45" West, 588.73 feet; thence leaving said South line, North 00°17'03" West, 230.00 feet; thence parallel with said South line, South 89°45'45" West, 200.00 feet; thence North 00°17'03" West, 92.56 feet; thence North 03°03'55" West, 998.65 feet more or less to a point on the North line of said Lot 14; thence along said North line, North 89°45'45" East, 837.61 feet to the Northeast corner of said Lot 14; thence along the East line of said Lot 14, South 00°15'56" East, 1320.00 feet more or less to the Point of Beginning, containing 23.406 acres, more or less.

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

End of description

The Basis of Bearings for this description is the California Coordinate System Zone 2.

This description has been prepared by me or under my direct supervision.

Kevin A. Hoeyen, P.L.S. 5914

Date 10/11/2011
EXHIBIT B

Recording Requested By And When Recorded Return To:

Three Rivers Levee Improvement District
c/o Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, CA 95841

(Space above this line for Recorder’s use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a joint powers authority, ("Grantor") does hereby release and quitclaim to ______________ all of Grantor’s right, title and interest in the real property located in the County of Yuba, State of California, described on Exhibit A-1 attached hereto and made a part hereof and depicted on Exhibit A-2 attached hereto and made a part hereof.

Executed as of this ____ day of __________, 2013.

By: ______________________________________
   Paul G. Brunner,
   Executive Director of Three Rivers Levee Improvement Authority
STATE OF CALIFORNIA

County of ____________________________

On ____________________________, before me, ____________________________, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________________
Signature of Notary

(Affix seal here)
November 12, 2013

TO: Three Rivers Levee Improvement Authority Board

FROM: Paul Brunner, Executive Director
Scott McElhern, Legal Counsel

SUBJECT: Sale of Excess Lands – Sohal Parcel (APN 018-190-111, 112)

Recommended Action

Receive and consider bids to purchase the former Sohal surplus real property located on the south side of the Upper Yuba River Levee.

Background

In May 2011, using eminent domain, the Three Rivers Levee Improvement Authority (“TRLIA”) acquired approximately 75.395 acres of real property located on the south side of the Upper Yuba River Levee in Yuba County, California (the “Sohal Property”). The Sohal Property was acquired for the purpose of installing and constructing the Three Rivers Upper Yuba River Levee Improvement Project (the “Project”).

Once construction of the Project was largely completed, the majority of the Sohal Property that was previously used as a borrow site during construction was no longer needed for the Project or any other use by TRLIA (the “Surplus Property”). Accordingly, on August 7, 2012, TRLIA’s Board of Directors passed and adopted Resolution No. 2012-12 declaring the Surplus Property to be surplus and authorizing and directing TRLIA’s Executive Director to commence the procedures for disposing of surplus lands pursuant to California Government Code Sections 54220-54232.

On September 17, 2013, TRLIA’s Board of Directors passed and adopted Resolution No. 2013-04, which declared the intent of TRLIA to sell the Surplus Property and described sale process.

Discussion

The Surplus Property comprises approximately 72.822 acres of unplanted land located on the south side of the Upper Yuba River Levee. Based on a market estimate provided by Bender Rosenthal, Inc., the minimum price for the Surplus Property is $218,460. The terms of the sale are: (1) payment of the sale price in cash within 60 days of execution of a purchase and sale
agreement on a form acceptable to TRLIA; (2) TRLIA offers the Surplus Property for sale "as is" and makes no warranties or guarantees about its fitness for any particular purpose; and (3) transfer of the Surplus Property to the successful bidder shall be by quitclaim deed. No broker's fee will be paid for sale of the Surplus Property.

All written bids to purchase the property must be submitted to the office of TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901, and received no later than 11:00 a.m. on November 12, 2013. All bids must be accompanied by a cashier's check payable to the Three Rivers Levee Improvement Authority in the amount of $5,000.

The sealed bids to purchase the Surplus Property will be opened at the Board meeting. The Board must open, examine, and publicly declare all written bids received pursuant to the Resolution. Prior to accepting any written bid, the Board must call for oral bids. Pursuant to the Resolution, no oral bids will be accepted unless they exceed the highest conforming written bid by a minimum of 5%.

Of the bids submitted to purchase the Surplus Property, the Board must accept the highest conforming written bid, unless a higher conforming oral bid is accepted or the Board rejects all bids. Therefore, TRLIA is not obligated to sell the Surplus Property if the Board of Directors determines that such a sale would not be in the public interest. The final acceptance by the Board may be made either at the same session on November 12, 2013, or at any adjourned session of the Board meeting held within 10 days of November 12, 2013.

**Fiscal Impact**

If TRLIA ultimately sells the Surplus Property, revenue will initially come to TRLIA. Per the Project EIP Funding Agreement, TRLIA will share the revenues with the State. TRLIA’s share of the revenue is approximately 30%.

**Attachments:**
1. Public Notice of Sale of Real Property
2. Bid Proposal Form
3. Resolution No. 2013-04
4. Purchase Agreement
PUBLIC NOTICE
SALE OF REAL PROPERTY
NOTICE is hereby given that the Board of Directors of the Three Rivers Levee Improvement Authority ("TRLIA") will receive sealed bids for the sale of surplus real property owned by TRLIA, located in Yuba County, California, more particularly described below:

72.822 acres of real property located on the south side of the Upper Yuba River Levee, north of Hammonton-Smartsville Road, just west of Bryden Road.

Minimum purchase price: $218,460.

Resolution No. 2013-4 stating TRLIA’s intent to sell the property was adopted at the Board of Directors’ meeting on September 17, 2013. Copies of the resolution, which includes a map depicting the property, are available on TRLIA’s website at www.trlia.org, and at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901, (530)749-7841.

All written bids to purchase the property must be submitted to the office of TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901, and received no later than 11:00 a.m. on November 12, 2013. All bids must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in the amount of $5,000. Bids are to be sealed and clearly labeled with “Bid Sale of Property Upper Yuba.” The Bid Proposal Form is available on TRLIA’s website at www.trlia.org, and at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901, (530)749-7841.

At 2:00 p.m. on November 12, 2013, at the Yuba County Government Center, Board Chambers, 915 Eighth Street, Suite 109A, Marysville, California, the Board of Directors of TRLIA will open, examine, and publicly declare all written bids received. All interested parties are invited to attend. Prior to accepting any written bid, the Board of Directors of TRLIA will call for oral bids. Oral bids must exceed the highest written bid by a minimum of 5% and must meet all other conditions stated in Resolution No. 2013-4. A cashier’s check of $5,000 must accompany all oral bids at the time the bids are made, unless the bidder has already submitted a written bid with the required $5,000 cashier’s check.

Payment of the sale price shall be in cash within 60 days of execution of the purchase and sale agreement on a form acceptable to TRLIA, which form will be available for review at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901 and on TRLIA’s website at www.trlia.org. TRLIA offers the property for sale “as is” and makes no warranties or guarantees that the property is fit for any particular purpose. Transfer of the property to the successful bidder shall be by quitclaim deed.

This Notice is made pursuant to Government Code Section 25528.

Requests for information may be submitted to TRLIA at (530)749-7841.
Bid Proposal Form

(The Bid Proposal Form must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in the amount of $5,000 and received no later than 11 a.m. November 12, 2013. Bid is to be sealed and clearly labeled with “Bid Sale of Upper Yuba Property”)
BID PROPOSAL FORM

DESCRIPTION: Approximately 72.822 acres of unplanted land on the south side of the Upper Yuba River Levee, north of Hammonton-Smartsville Road, just west of Bryden Road.

CONDITIONS: Three Rivers Levee Improvement Authority ("TRLIA") offers the Property for sale "as is" and makes no warranties or guarantees that the Property is fit for any particular purpose.

SALE: 2:00 p.m. on November 12, 2013, at the Yuba County Government Center, Board Chambers, 915 Eighth Street, Suite 109A, Marysville, California.

Submit Bid Proposal with $5,000 deposit in sealed envelope marked with "Bid Sale of Property Upper Yuba." Mail or deliver to TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901. Bid Proposal must be received no later than 11:00 a.m. on November 12, 2013.

BID PROPOSAL

The undersigned, ________________________________, in compliance with TRLIA's invitation for bids, hereby agrees to pay the cash price stated below for the property described above:

$ ________________________________

Enclosed herewith is a bidder's deposit in the amount of $5,000. I hereby certify I have read Resolution No. 2013-4 and I understand the provisions contained therein shall be strictly enforced.

Bidder's Signature ________________________________ Date __________

(If bidding for business, state your title) ________________________________

Address and Telephone Number ________________________________
Resolution

#2013-04
RESOLUTION NO. 2013-4

A RESOLUTION BY THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DECLARING THE BOARD’S INTENT TO SELL CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF THE UPPER YUBA RIVER LEVEE PURSUANT TO GOVERNMENT CODE SECTION 25526

WHEREAS, Three Rivers Levee Improvement Authority ("TRLIA") is the owner of approximately 72.822 acres of real property (the "Property") located on the south side of the Upper Yuba River Levee in Yuba County, California. The Property is more particularly described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, on August 7, 2012, TRLIA’s Board of Directors passed and adopted Resolution No. 2012-12 declaring the Property to be surplus and authorizing and directing TRLIA’s Executive Director to commence the procedures for disposing of surplus lands pursuant to California Government Code sections 54220-54232; and

WHEREAS, TRLIA has complied with the requirements of California Government Code sections 54220-54232, and may now dispose of the Property without further regard to California Government Code sections 54220-54232; and

WHEREAS, TRLIA desires to sell the Property at a price of not less than $218,460 on the terms and conditions set forth herein; and

WHEREAS, the Board of Directors of TRLIA adopts this Resolution in compliance with Government Code section 25526.

NOW, THEREFORE, BE IT RESOLVED THAT:

Based upon the evidence presented, the Board of Directors by vote of two-thirds or more of its members hereby declares each of the following:

1. The Board of Directors of TRLIA declares its intent to sell, pursuant to California Government Code section 25526, approximately 72.822 acres of real property (the “Property”) located on the south side of the Upper Yuba River Levee in Yuba County, California, as more particularly described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by reference.

2. The minimum price that will be accepted for the Property shall be $218,460. The terms of the sale shall be:

   a. Payment of the sale price shall be in cash within 60 days of execution of the purchase and sale agreement on a form acceptable to TRLIA, which form will be available for review at TRLIA’s office located at 1114 Yuba St., Suite 218, Marysville, CA 95901;
b. TRLIA offers the Property for sale “as is” and makes no warranties or guarantees that the Property is fit for any particular purpose;

c. Transfer of the Property to the successful bidder shall be by quitclaim deed.

3. To be eligible for consideration, all bids to purchase the Property, written or oral, must be accompanied by a cashier’s check payable to the Three Rivers Levee Improvement Authority in an amount no less than $5,000. Funds paid by the successful bidder are non-refundable, and funds paid with bids that are not accepted will be returned.

4. TRLIA will not pay a broker’s commission on the sale.

5. All written bids to purchase the Property pursuant to this Resolution must be submitted to the office of TRLIA, 1114 Yuba St., Suite 218, Marysville, CA 95901, no later than 11:00 a.m. on November 12, 2013, with the $5,000 cashier’s check.

6. At 2:00 p.m. on November 12, 2013, at the Yuba County Government Center, Board Chambers, 915 Eighth Street, Suite 109A, Marysville, California, the Board of Directors of TRLIA will open, examine, and publicly declare all written bids received pursuant to this Resolution. Prior to accepting any written bid, the Board of Directors of TRLIA will call for oral bids. Oral bids must exceed the highest written bid by a minimum of 5% and must meet all other conditions stated in this Resolution to be accepted. A cashier’s check of $5,000 must accompany all oral bids at the time the bids are made.

7. At the Board meeting at 2:00 p.m. on November 12, 2012, the TRLIA Board of Directors will either determine the winning bid in conformity with sections 25530 and 25531 of the California Government Code, or reject all bids in conformity with section 25534 of the California Government Code.

PASSED AND ADOPTED this 17th day of September, 2013, by the Board of Directors of Three Rivers Levee Improvement Authority by the following vote:

AYES: Atwal, Brown Crippen, Nicoletti

NOES: None

ABSENT: Griego

ABSTAIN: None
ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD

[Signature]

APPROVED AS TO FORM: GENERAL COUNSEL

[Signature]
All that real property situate in the County of Yuba, State of California, being a portion of the lands being vested in Three Rivers Levee Improvement Authority, as described in the Final Order of Condemnation, dated May 2, 2011 and recorded in Document 2011-002293, Official Records of Yuba County and being more particularly described as follows:

Parcel A-1

Beginning at a point on the West line of Parcel 3, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, marked by a 1-1/2" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. and from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of said Section 15 bears North 44°52'09" East, 3787.33 feet; thence along the West line of said Parcel 3, South 00°33'30" East, 309.83 feet; thence leaving said West line, North 89°04'49" East, 885.08 feet; thence North 88°02'26" East, 742.04 feet; thence North 00°51'04" East, 303.92 feet; thence North 00°31'18" East, 429.19 feet; thence North 00°02'30" West, 270.95 feet to a point on the North line of said Parcel 3; thence along said North line, South 88°05'46" West, 1633.65 feet to the Northwest corner of said Parcel 3; thence along the West line of said Parcel 3, South 00°08'00" West, 673.49 feet to the Point of Beginning.

Parcel B-1

Beginning at the Northwest corner of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along the Northwesterly, West and South lines of said Parcel 4, South 40°34'50" West, 1217.26 feet to the West line of said Parcel 4; thence along said West line, South 00°08'00" West, 340.32 feet to the Southwest corner of said Parcel 4; thence along the South line of said Parcel 4, North 88°05'46" East, 1633.65 feet; thence leaving said South line, North 00°02'30" West, 204.69 feet; thence North 00°37'23" North, 307.55 feet; thence North 00°33'11" West, 728.30 feet to a point on the North line of said Parcel 4; thence along said North line, South 87°55'58" West, 830.12 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described Parcel B-1 lying Northwesterly of the following described line:

Commencing at the Northwest corner of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45 from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along said North line, North 87°53'58" East, 116.02 feet to the Point of Beginning and the Northernly terminus of the herein described line; thence leaving said North line of Parcel 4, South 39°26'53" West, 343.65 feet; thence South 42°45'22" West, 123.40 feet; thence South 40°46'44" West, 656.46 feet; thence South 43°01'04" West, 223.07 feet; thence South 42°37'03" West, 18.84 feet; thence South 38°47'00" West, 30.60 feet to a point on the West line of said Parcel 4 and the Southerly terminus of the line described herein.

The parcels described herein contain an aggregate area of 72.822 acres, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83 (Epoch 2007.0). Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.99991703.

End of Description

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

[Signature]

Date
Purchase Agreement
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of ________________ by and between the Three Rivers Levee Improvement Authority, a joint powers authority composed of Yuba County and Reclamation District 784, ("Seller"), and _____________________________________ ("Purchaser").

Seller and Purchaser agree as follows:

RECITALS

A. Seller owns the real property more particularly described and depicted in Exhibits A and B attached hereto and made a part hereof ("Property").

B. Purchaser’s bid to purchase the Property from Seller was accepted by the Board of Directors of Seller on ________________.

C. The parties wish to provide terms and conditions for Purchaser’s Purchase of the Property from Seller.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE

Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller on the terms and conditions stated in this Agreement.

2. PURCHASE PRICE

The purchase price for the Property shall be ________________ ("Purchase Price"). The Purchase Price shall be paid by Purchaser as set forth below:

(a) Deposit. Purchaser has paid the sum of $5,000 ("Deposit") by cashier’s check to Seller as part of the bidding process for the purchase of the Property. Within five (5) business days after execution of this Agreement, Seller shall deposit the Deposit with the Escrow Holder. The Deposit shall be applied against the Purchase Price.

(b) Balance of Purchase Price. Purchaser shall deposit with the Escrow Holder sufficient funds to cover the balance of the Purchase Price, plus Purchaser’s share of all escrow costs, within sixty (60) days after the execution of this Agreement.

3. ESCROW

This transaction shall be completed through an escrow established with Fidelity Title Company ("Escrow Holder") located at 8950 Cal Center Dr., Bldg. 3, Suite 100, Sacramento, CA 95826.

4. CLOSE OF ESCROW

The escrow shall close on or before ________________ ("Close of Escrow").
A Quitclaim Deed, in the form attached hereto as Exhibit C, conveying the Property shall be executed by Seller and delivered to the Escrow Holder prior to the Close of Escrow. Purchaser shall not be deemed to have accepted delivery of the Property conveyed by the Quitclaim Deed until such time as the Quitclaim Deed is recorded in the Official Records of County of Yuba, California.

5. CLOSING COSTS

Seller shall pay any transfer taxes on recordation of the Quitclaim Deed, all recording fees, and all escrow fees. Purchaser shall pay for any preliminary report of title for the Property and/or policy of title insurance that it wishes to obtain prior to the Close of Escrow.

6. ACCEPTANCE OF PROPERTY “AS IS”

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Seller makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Purchaser acknowledges that it has not relied upon any representations by Seller with respect to the condition of the Property, the status of permits, zoning, or code compliance.

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an “as is” condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations.

7. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. ENTIRE AGREEMENT

This Agreement, which shall be valid only when executed by both Seller and Purchaser, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

10. COUNTERPARTS

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

11. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective
legal representatives, successors, and assigns.

12. **AGREEMENT TO PERFORM NECESSARY ACTS**

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**SELLER:**

Date: __________________________

By: __________________________

Paul G. Brunner,
Executive Director
as directed by Resolution No.________
Dated: __________________________

**PURCHASER:**

Date: __________________________

By: __________________________

**ATTACH:**
Exhibit A Legal Description
Exhibit B Plat
Exhibit C Quitclaim Deed
EXHIBIT A

Exhibit A

All that real property situate in the County of Yuba, State of California, being a portion of the lands being vested in Three Rivers Levee Improvement Authority, as described in the Final Order of Condemnation, dated May 2, 2011 and recorded in Document 2011-005293, Official Records of Yuba County and being more particularly described as follows:

Parcel A-1

Beginning at a point on the West line of Parcel 3, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, marked by a 1-1/2" iron pipe tagged LS 3341, marking the center of Section 15, Township 15 North, Range 4 East, M.D.M. and from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of said Section 15 bears North 44°52'09" East, 3787.33 feet; thence along the West line of said Parcel 3, South 00°33'30" East, 309.85 feet; thence leaving said West line, North 89°04'49" East, 883.08 feet; thence North 88°02'26" East, 742.04 feet; thence North 00°51'04" East, 303.92 feet; thence North 00°31'18" East, 423.19 feet; thence North 00°02'30" West, 270.95 feet to a point on the North line of said Parcel 3; thence along said North line, South 88°05'46" West, 1633.65 feet to the Northwest corner of said Parcel 3; thence along the West line of said Parcel 3, South 00°08'00" West, 673.49 feet to the Point of Beginning.

Parcel B-1

Beginning at the Northwest corner of Parcel 4, as shown on Parcel Map No. 95-11, filed in the office of the County Recorder of Yuba County in Book 66 of Maps, Page 45, from which a 1/2" rebar with plastic cap stamped LS 3341, marking the Northeast corner of Section 15, Township 15 North, Range 4 East bears North 68°20'12" East, 2020.42 feet, and from which a 1-1/2" iron pipe tagged LS 3341, marking the center of said Section 15 bears South 22°16'51" West, 2094.71 feet; thence along the Northwesterly, West and South lines of said Parcel 4, South 40°34'50" West, 1217.26 feet to the West line of said Parcel 4; thence along said West line, South 00°08'00" West, 340.32 feet to the Southwest corner of said Parcel 4; thence along the South line of said Parcel 4, North 88°05'46" East, 1633.65 feet; thence leaving said South line, North 00°02'30" West, 204.69 feet; thence North 00°37'23" West, 307.55 feet; thence North 00°33'11" West, 728.30 feet to a point on the North line of said Parcel 4; thence along said North line, South 87°55'58" West, 830.12 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described Parcel B-1 lying Northwesterly of the following described line:

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The parcels described herein contain an aggregate area of 72.822 acres, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

The basis of bearings for this description is the California Coordinate System, Zone II, NAD 83 (Epoch 2007.00). Distances contained herein are ground distances. To obtain grid distances, multiply the distance by 0.999991703.

End of Description

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

[Signature]

Kevin A. Heemey, PLS 5914

[Date]
EXHIBIT C

Recording Requested By And
When Recorded Return To:

Three Rivers Levee Improvement District
c/o Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, CA 95841

(Space above this line for Recorder’s use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, a joint powers authority, ("Grantor") does hereby release and quitclaim to ___________________________ all of Grantor’s right, title and interest in the real property located in the County of Yuba, State of California, described on Exhibit A attached hereto and made a part hereof and depicted on Exhibit B attached hereto and made a part hereof.

Executed as of this _____ day of __________, 2013.

By:

______________________________
Paul G. Brunner,
Executive Director of Three Rivers Levee Improvement Authority
STATE OF CALIFORNIA

County of __________________________

On __________________________, before me, __________________________________________, personally appeared __________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

________________________________________
Signature of Notary

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

November 12, 2013

TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director  
SUBJECT: Consider Approval of 5th Contract Amendment with SCI for TRLIA Assessment District Administration

**Recommended Action:**  
Approve $23,500 Amendment No. 5 (Attached) with SCI for additional two years consulting services, and authorize TRLIA’s Executive Director to sign and execute the amendment once Counsel has reviewed.

**Background:**  
Following approval by property owners, the TRLIA Board adopted a resolution to form the TRLIA Benefit Assessment District in June 2009. Approximately $400 million is being invested to improve 29 miles of levees in South Yuba County. Better flood protection comes at a higher cost – approximately $900,000 each year is needed to maintain the improved levees to meet the stringent state 200-yr Urban Levee Design Criteria and federal 100-yr FEMA requirements. The Three Rivers Levee Improvement Authority (TRLIA) implemented a benefit assessment district to raise sustainable revenues for levee operations and maintenance. The TRLIA Benefit Assessment revenues are in addition to the existing RD784 benefit assessment revenues.

SCI prepared the Engineers Report for the TRLIA Benefit Assessment in 2009 and has performed the general assessment administrative duties each year since the formation of the TRLIA assessment district.

**Discussion:**  
This fifth amendment to SCI’s contract continues the effort by SCI to perform administrative tasks required to provide general assessment administrative duties, and provide projected revenues for use in preparing the assessment budget for FY 14/15 ($11,750), and FY 15/16 ($11,750).

These ongoing tasks are required to update the assessment roll and provide information on projected assessment amounts to be used in preparing the next two fiscal year budgets for the TRLIA Assessment District. SCI has the experience with the TRLIA Assessment District and expertise to perform these tasks efficiently with high quality.
FIFTH AMENDMENT
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
SCI CONSULTING GROUP

THIS FIFTH AMENDATORY AGREEMENT is made and entered into this ___ day of
November 2013, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY,
a Joint Powers Authority, ("TRLIA") and SCI Consulting Group, ("CONSULTANT").

RECATALS:

WHEREAS, TRLIA and CONSULTANT entered into an agreement to provide Professional
Services dated September 25, 2006 ("AGREEMENT");

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement May 15,
2007;

WHEREAS, TRLIA and CONSULTANT entered into a second Amendatory Agreement
January 29, 2008;

WHEREAS, TRLIA and CONSULTANT entered into a third Amendatory Agreement
November 17, 2009;

WHEREAS, TRLIA and CONSULTANT entered into a fourth Amendatory Agreement
March 1, 2011;

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

WHEREAS, TRLIA and CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

1. Operative Provision 2 – TERM – shall be revised to change the Termination Date to
   December 31, 2015.

2. Attachment B - PAYMENT - B.1 BASE CONTRACT FEE of the AGREEMENT shall be
   revised to increase the maximum contract fee from $224,550 to $248,000.

3. Exhibit A – Scope of Services –
   a. The attached Exhibit A, Scope of Services, describes the tasks that are being added to the
      contract with this amendment.
EXHIBIT A - WORK TASKS

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and assessment levy administrator for the Three Rivers Levee Improvement Authority.

Definitions

Authority: Three Rivers Levee Improvement Authority, its staff and the authority Board of Directors.

District: Levee and Flood Control Facilities Assessment District

SCI or Consultant: SCI Consulting Group, and any and all employees and subcontractors.

Administration: Services related to the determination, levy and collection of tax or assessment revenues.

TASK 1 - CONFIRMATION OF ASSESSABLE PARCELS AND LEVY CALCULATION

1. Meet with Authority staff, Authority Board of Directors, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review assessment data, and accomplish other tasks related to administration of the Assessments.

2. Utilize SCI’s statewide data, including current parcel attributes and historical information for every parcel in the District.

3. Obtain current assessor data from the County Assessor and other sources for all parcels within the District and merge with SCI’s internal parcel data.

4. Perform a comprehensive audit to identify each parcel that is physically located within the boundaries of the Assessments. Research and reconcile any parcels that we find to be within the District’s boundary, but to be inaccurately identified by the County Assessor.

5. Create a complete and highly accurate database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments.

6. Determine the number of parcels in each land use category.

7. SCI maintains complete files of Assessor Parcel Maps for all parcels in the District. Obtain recently updated or revised maps as necessary. Utilize the maps to confirm current parcel attributes and research newly created parcels.

8. Meet with or contact Authority staff and contact property owners, County Assessor staff and other parties as needed to obtain information or verify Assessments.

9. Research and obtain all property characteristics that are needed to properly calculate the correct assessment amount, including location, property type and land area.
10. Update and maintain a database for each parcel within the Assessment. The data for each parcel will include the owner name(s), site address, property values, parcel number, assessment factors, assessment amount, mailing address, site address, parcel type, notes and other useful or relevant data.

11. On a parcel-by-parcel basis, calculate the specific assessment amount for each parcel.

12. Obtain the assessment files for the previous fiscal year and structure this historical levy submittal data so it can be used to help compare and analyze the Assessments. Reconcile the assessment data for last year with the Authority's assessment collections to confirm the accuracy of the data.

13. Research changes in property data, property usage, property valuations and assessment changes from the previous year for all parcels within the District. Flag all parcels that require property research to determine the appropriate assessment.

14. Research all flagged parcels as well as those parcels or areas designated by Authority staff as requiring further research.

15. Research or field check those properties that are flagged for research and for which additional information is needed.

16. Obtain current fiscal year cost information from the Authority to use as a basis for the cost estimate in the Engineer's Report and for the budget and cost estimate for each zone of benefit.

17. Project costs based on prior year estimates, actual costs, new or modified services and improvements and other factors. Establish budgets for the Assessments based on information provided by the Authority.

18. Review the budgets and cost estimates with the Authority and finalize the budget after incorporating Authority input.

19. Using the established assessment methodology, allocate the estimated cost of services, improvements and expenses to all assessed parcels within the boundaries of each zone of benefit within the assessment district.

20. Run custom-developed queries on the Assessment Roll to verify and check assessment accuracy for all parcels.

21. Prepare the preliminary Assessment Roll for the Assessment District.

**Task 2 - Engineer's Report**

1. Work with Authority's legal counsel to review the Assessment District's compliance with the recent court decisions such as Silicon Valley Taxpayers Association v. Santa Clara County Open Space Authority, Dahms v. City of Pomona, and Greene v. Marin County Flood Control and Water Conservation District. SCI anticipates that the Authority's assessments are fully compliant with these decisions and the requirements of Proposition 218. However, this additional review may result in some revisions and upgrades to the findings and determinations in the Engineer's Report to more fully comply with recent court decisions and legal requirements for benefit assessments.

2. Carefully evaluate the previous Engineer's Reports for the Assessment District. Make recommendations for upgrades to improve compliance with Proposition 218 and other legal requirements. Review proposed upgrades with Authority, Authority Counsel and other parties and incorporate comments as appropriate.

3. Prepare any needed resolutions and staff reports for the Assessments.
4. Prepare and assist with the publication of any notices for the continuation of the Assessments.

5. Attend Authority Board of Directors meetings, including those at which the Engineer’s Report is approved and the public hearing is held.

6. Present the Assessment Roll to Authority Board of Directors, summarize the assessment methodology, answer all questions raised and assist in finalizing the project for Board approval.

**QUALITY CONTROL AND LEVY RE-VERIFICATION**

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor and Tax Roll from the County.

2. Identify all parcels that are in the Assessment district and subject to the Assessments. Create a new Parcel Roll based upon the final County lien roll data.

3. Identify all new or changed parcels that may require an updated or new assessment calculation.

4. Utilize other real property data information services to obtain additional property information, and to verify and confirm Assessments.

5. Research and update all property characteristics that may affect the assessment amounts for each parcel.

6. Recalculate the final Assessments on a parcel-by-parcel basis.

7. Perform all additional parcel research as necessary.

8. Compare the assessment amount calculated for each parcel with the Assessment Roll for the previous fiscal year and re-verify Assessments for all parcels for which the assessment amount has changed.

9. Prepare reports of parcels with usecode changes from the previous fiscal year to the current fiscal year, and verify the Assessments for such parcels.

10. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year, and verify the Assessments for new parcels.

11. Finalize the Assessment Roll, other documents and supporting materials for the Assessments.

12. After the Assessments and supporting documents have been finalized, another special levy administrator at SCI will perform a comprehensive peer review of all assessment calculations, all documentation and reports and the project schedule and deliverables. Any questions or issues raised are fully researched and resolved.

13. Next, a manager at SCI will perform another full review and quality assurance audit of each assessment district to ensure the highest level of accuracy and that all documents and materials needed for collection of the Assessments are in proper order.

14. After all reviews have been performed and all questions resolved, prepare the final Assessment Roll listing parcel number, owner name, property address, and assessment amount for each Assessor Parcel within the Assessment District. Print Assessment Roll sorted by Assessor Parcel Number and owner’s name.
**DISTRICT INFORMATION, LEVY CONFIRMATION AND DELINQUENCY MONITORING**

1. Develop and make available to the Authority an Internet based website or computer program that will allow Authority staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.
2. Meet Yuba County assessment roll submission requirements and perform tasks needed to submit the assessment levies.
3. File approved Assessment Roll with the County Auditor for inclusion of Assessments on current fiscal year tax bills.
4. Verify and validate Auditor’s levy data prior to the printing of tax bills.

**MANUAL BILLING FOR CERTAIN PROPERTIES (IF REQUESTED)**

1. For any parcels that cannot be collected on County tax bills, prepare a listing of property owners, addresses, property information, current assessment amount and delinquent Assessments.
2. Directly invoice any such property owners for the assessment amounts due for their property.
3. Record payments received in a payment tracking database.
4. Assist the Authority with collection of delinquent Assessments from these properties.
5. Produce periodic reports for the Authority of bills paid and those still outstanding.

**RESPONDING TO PUBLIC INQUIRIES AND APPEALS**

1. Provide the County Auditor/Tax Collector and the Authority with our toll-free 800 phone lines so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise, a review of specific levies, description of procedures and any other issues.
2. Provide the County Auditor/Tax Collector with our web site address to be used as another resource for property owner inquiries and information dissemination.
3. Provide the County Auditor/Tax Collector with a summary and overview of the Assessments and each zone of benefit for Auditor/Tax Collector staff use.
4. Directly and promptly respond to any property owner, staff or other agency inquiries on our toll free assessment assistance phone lines reached by the number: (800) 273-5167.
5. Throughout the fiscal year, research and, if necessary, revise any Assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are very minimal, if at all.)
6. If any property owners appeal the Assessments for their property, SCI shall investigate the assessment amount and basis for appeal and shall make a recommendation and finding for the Authority. In the event that the Authority finds that the Assessments or assessment rate should be adjusted, SCI will adjust the Assessments according to the Authority’s final determination. (Such appeals are very rare.)
7. For any property owner appeals, SCI will coordinate with the Authority and property owners as appropriate.
DEFENSE AND SUPPORT OF THE ASSESSMENTS
1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. Provide a full response to any questions or issues raised about the assessments.
3. In the event of any legal challenge or petition against the assessments, provide any and all professional, assessment engineering and technical support and defense of the assessments. If such services are required, they would be provided in close collaboration with the Authority.

ADDITIONAL SERVICES INCLUDED
1. Computer services to convert and compile Assessor data into database format and computer services to format and submit levy data for the County Auditor.
2. Duplication of up to 10 copies of the Engineer’s Report.
3. Computer services to convert assessment data into format required by the County Auditor.

DELIVERABLES
1. Updated Assessment Boundary Diagram and maps, as needed.
2. A review of the cost estimates, budgets and proposed services and improvements for the upcoming fiscal year.
3. Important updates and enhancements to the assessment justification and Engineer’s Report to address recent Proposition 218 and legal developments.
5. Final Assessment Roll and Engineer’s Report.
6. Resolutions, notices, draft staff reports and other supporting documents for the continuation of the Assessments.
7. Assistance with the public meetings and hearings for the continuation of the Assessments.
8. Final Assessment Roll.
9. Forms and certifications required by the County Auditor/Tax Collector.
10. An electronic copy of the assessment data submitted to the County Auditor/Tax Collector.
11. Confirmation of the final Assessments prior to the issuance of tax bills.
13. Toll free taxpayer assistance telephone number to be provided to the Authority, the County Auditor and Tax Collector.
14. Prompt and direct response to taxpayer questions throughout the term of this proposal.
15. Summary information about the Assessments and services funded, to be provided to the County Auditor and Tax Collector.
16. Periodic reports to the Authority regarding the Assessments, assessment collections and other developments that may affect the Assessments.
EXHIBIT B – FEE SCHEDULE / MANNER OF PAYMENT

In consideration for the performance of the Scope of Work, SCI shall be compensated as follows:

1. For Fiscal Year 2014-15, the total compensation shall be $11,000 (plus up to $750 incidental), paid as follows
   a. Upon the filing of the Engineer’s Report for Authority Board consideration, the sum of $7,000 shall be due.
   b. Upon submittal of the special assessment levies to the County Auditor, the sum of $4,000 shall be due.

For Fiscal Year 2015-16, the total compensation shall be $11,000 (plus up to $750 incidental), paid as follows
   a. Upon the filing of the Engineer’s Report for Authority Board consideration, the sum of $7,000 shall be due.
   b. Upon submittal of the special assessment levies to the County Auditor, the sum of $4,000 shall be due.

2. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost by the Authority with total cost not to exceed $750 per year, without prior authorization from the Authority.

Note: All costs associated with this proposal and the scope of services can be financed or refunded by the levy proceeds.
November 12, 2013

TO: Three Rivers Levee Improvement Authority Board
FROM: Scott Shapiro, General Counsel
SUBJECT: Extension of Paul Brunner Employment Agreement

**Recommended Action:**
Approve the attached extension providing for Paul Brunner to continue to function as Executive Director until December 31, 2015.

**Background:**
Upon its creation, Three Rivers Levee Improvement Authority (TRLIA) was run by the County Chief Administrative Officer (CAO). However, as TRLIA activities increased it became apparent that TRLIA activities would swamp a CAO who would need to also focus on County activities.

On May 16, 2006, Paul Brunner was hired as the first full-time Executive Director of TRLIA. Paul was hired by the County (in order to not have TRLIA create an employee structure), but was to be directed by the TRLIA Board of Directors and paid for using TRLIA funds. Since 2006, Paul Brunner’s contract has been extended in 2009 and 2011 and is currently scheduled to expire on December 31, 2013.

**Discussion:**
TRLIA has made significant progress toward its goal of providing 200-year protection to the RD 784 basin. However, several important tasks remain: completion of 100-year and 200-year protection in the Goldfields area; toe access corridor property acquisition to meet ULDC and ULOP State criteria; completion of final accounting packages for all outstanding State grant agreements; and continued operation of the TRLIA O&M assessment. For this reason, it makes sense for TRLIA to continue to have a dedicated Executive Director.

However, because of the decreasing work load, Mr. Brunner’s current contract allows him to work less (and be paid for less) than full time, and the proposed extension contract continues that structure. The proposed extension does not increase compensation or benefits; rather, it simply extends the length of the contract by two years.

**Fiscal Impact:**
Compensation for Mr. Brunner’s contract is already contained within the approved TRLIA budget.

**Attachment:**
Proposed Extension.
EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER

This Extension to Employment Agreement among the Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the ___ day of November, 2013, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006, the Authority, the Employee, and the County entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the Authority, the County, and the Employee desired on January 22, 2008, August 18, 2009, and December 13, 2011 to extend the employment relationship and did so; and

WHEREAS, the Authority, the County, and the Employee desire to again extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2015), with the changes noted herein.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "December 31, 2013" and to replace that date with "December 31, 2015."

3. Remainder of Employment Agreement. The remainder of the employment agreement shall remain in effect without change.

IN WITNESS WHEREOF, Authority, County, and Employee have causes this Extension to be signed and executed on the dates of their respective signatures.
Date: __________________________

[Signature]

Approved as to form

AUTHORITY

By: ____________________________

______________________________, Chair

Date: __________________________

[Signature]

Approved as to form

COUNTY

By: ____________________________

______________________________, Chair

Date: 11-6-2013

[Signature]

EMPLOYEE

By: ____________________________

______________________________