



Meeting: **Joint Reservoir Committee & Authority Board** **February 17, 2023**  
**Agenda Item 2.2**

Subject: **Real Estate Temporary Right of Entry (TROE) Compensation Policy**

---

**Requested Action:**

Reservoir Committee and Authority Board considers approval of the amended Real Estate TROE Compensation Protocol and revision of the Delegation of Authority matrix.

**Detailed Description/Background:**

In May 2019, the Sites Project Authority approved the Sites Project Real Property & Land Management Policy, which provides the general policies to implement the real estate activities associated with the project's development.

To implement the policy, Staff prepared the TROE Program Compensation Protocol to guide the implementation of the TROE program and the compensation of landowners who grant access to conduct technical field activities. The protocol was reviewed by the Land Management Committee (and the former Reservoir Committee Facilities Work Group) and has been used to establish compensation for field activities since the adoption of the Policy.

As part of the Amendment 3 work plan, the Authority plans to perform field investigation activities that are not currently included in the TROE Program Compensation Protocol. The proposed amended Protocol is attached with changes to cover the Amendment 3 work shown in redline/strikeout. Staff is requesting adoption of the amended Protocol. No changes are proposed for the Policy itself. Any future changes to Policy or Protocol would be brought to both Boards for approval. The Delegation of Authority matrix revision is needed to implement the Protocol compensation elements to be evaluated on a case-by-case basis. The limits of authority are recommended to maintain parity with the authority levels associated with professional services contracts.

The changes to the Protocol cover work in the following areas:

- Due to the invasive nature of these studies and the potential for significant impacts to a property owner's land and operations, staff recommends adding Geotechnical Quarry Production Studies to the list of invasive activities to the TROE Program Compensation Protocol at a \$10,000 compensation level per study.
- The TROE Program Compensation Protocol does not address compensating landowners for operational impacts to their property. The presence of field activities may create direct and indirect operational impacts for a Landowner's use of the land during and following the completion of the work. For example, landowners may need extra efforts such as fencing, gating, water access or road

alterations to accommodate the presence of project field teams. Staff recommends adding language that would compensate for operational impacts on a case-by-case basis with the established levels of authority required to authorize agreements, including these costs per the Authority's Procurement and Contract Policy.

- In addition, staff is recommended minor technical revisions to the TROE Program Compensation Protocol to make it consistent with current Authority policy and current project activities.

The Land Management Committee reviewed the proposed changes and recommended approval of the revised TROE Program Compensation Protocol at its January 20, 2023 meeting.

**Prior Action:**

None.

**Fiscal Impact/Funding Source:**

Compensation payments to landowners for Amendment 3 geotechnical, environmental, biological, and cultural activities are included in the Amendment 3 work plan and budget.

**Staff Contact:**

Connor McDonald/Kevin Spesert

**Primary Service Provider:**

CMD West

**Attachments:**

Attachment A: Revised Temporary Right-of-Entry Program Compensation Protocol

Attachment B: Revised Delegation of Authority Matrix

Meeting: **Sites Project Authority – Real Estate**

**February 17, 2023**

Subject: **Temporary Right-of-Entry (TROE) Program  
Compensation Protocol**

---

## **SITES PROJECT AUTHORITY REAL ESTATE PROGRAM**

The Sites Project Authority Board of Directors (Authority) approved the Sites Project Real Property & Land Management Policy at its May 20, 2019 meeting. It outlined the general policies that the Authority will use to implement all real estate activities associated with the development of the Sites Reservoir project and its associated facilities.

To implement the policies outlined in the Sites Project Real Property & Land Management Policy, the Authority Ad Hoc Land Use **Land Management** Committee, ~~the Reservoir Committee Site Facilities Work Group,~~ and **Committee** and Authority staff have developed this set of protocols that will help guide the implementation of specific components of the project's real estate program.

These protocols will be included in the Sites Project Authority's Right-of-Way Manual which will serve as the operations manual for the implementation of the Authority's Real Property & Land Management Policy. The Right-of-Way Manual will be updated regularly with additional operating protocols to support the project's real estate program and revised based on changing project conditions.

## **TEMPORARY RIGHT-OF-ENTRY PROGRAM**

The Temporary Right-of-Entry Program (TROE) for the Sites Project covers the acquisition of temporary access to private property for the purpose of conducting technical field studies, including geotechnical, environmental, cultural and surveying activities.

These technical field studies often create a burden to the Landowner who grants access to their property. These burdens can be physical impacts to their property, impacts to the use and operations of their property, financial impacts, legal review and the value of their time to negotiate the conditions of the access and their oversight of the activities being conducted.

In recognition of this, ~~the Authority Ad Hoc Land Use Committee, the Reservoir Committee Site Facilities Work Group,~~ **Land Management Committee** and Authority staff have developed the following TROE Compensation Protocol that provides a consistent methodology to compensate Landowners who agree to provide the Authority temporary access to their property for the purpose of conducting technical field activities, in an effort to offset any burdens on the Landowner.

---

**TROE COMPENSATION PROTOCOL**

Under the TROE Compensation Protocol, the Property Owner is provided **Project-Engagement Compensation** based on a flat amount, or a “per-ownership” basis, and an additional **Project-Activity Compensation** tied to the type and number of activities that are proposed to occur on the Landowner’s property.

- **Project-Engagement Compensation** – The Project-Engagement Compensation is a flat amount of compensation offered to the Property Owner to compensate for the value of their time to negotiate the conditions of the access and their oversight of the activities being conducted. This flat amount of compensation is fixed, regardless of how many Assessor’s Parcels the Owner has. The Project-Engagement Compensation is **\$1,500**. All Landowners who grant temporary access to their property will receive the same amount of Project-Engagement Compensation.
- **Project-Activity Compensation** – in addition to the Project-Engagement Compensation, the Landowner will be compensated for the Project Activities that will take place during the entry on their property. These activities include **Non-Invasive Activities** and **Invasive Activities**.

<p><b>Non-Invasive Activities</b></p>	<p>Pedestrian Activities and Surveys – including Environmental, Cultural, Biological, Cadastral, etc.          -- no use of vehicles upon the Owner’s Land, except passenger vehicles on established roads.          ----passenger vehicles as described in the California Vehicle Code 465; and/or all-terrain vehicles (ATV) or other types of utility, non-construction, vehicles           ---- established roads may be dirt, gravel, or other, and as agreed to with the Property Owner          - no use of tools greater than hand tools           This section also includes the use of Drones, to perform...          - remote sensing and data collection; mapping – geologic, topographic, vegetation type, habitat, infrared, etc.   <b>\$1,000 – flat fee for each non-invasive activity regardless of number, or type, of non invasive activities</b></p>
<p><b>Invasive Activities</b></p>	<p>Use of Equipment and Ground Disturbance Activities and Surveys – including, but not limited to, Geotechnical, Geophysical, CPT, trenching          --anticipated use of vehicles and equipment on Owner’s Land          --anticipated use of tools and equipment exceeding that of hand tools   <b>\$500 per Cone Penetration Test Study (Entire Study)</b>  <b>\$500 per Geotechnical Bore Hole*</b>  <b>\$500 per Geophysical Study</b></p>

	<p><b>\$2,000 per Geotechnical Trench**</b></p> <p><b>\$10,000 per Geotechnical Quarry Production Study***</b></p>
--	--

NOTE: Activities that are governed by the “Surveyor’s Right of Entry Law” California Code, Civil Code - CIV § 846.5, which includes activities that are customarily performed under the direction of a CA licensed land surveyor, are exempt by this law from requiring a TROE Agreement. For the purposes of this compensation protocol, these activities are deemed to be neither a non-invasive nor invasive activities.

\*NOTE 2: Geotechnical Bore Hole -- –Used to identify variation in geological characteristics of the land in the vicinity of potential project improvements using drilling and coring equipment. Includes the collection of subsurface earth materials and bedrock units which are examined by field staff and submitted for geotechnical laboratory testing. Sample core barrels are driven into the subsurface at various intervals to allow samples to be collected. This activity is conducted with a drill rig, developing a bore hole of varying diameter from approximately 4 Inches to 10 Inches, and sampling subsurface material.

\*\*NOTE 3: Geotechnical Trench -- Used to identify the geological characteristics of subsurface stratigraphy in the area of planned project improvements and in areas where earthquake faults have been identified previously. These studies allow a more definitive assessment of the fault alignment and will document observed fault offsets. This activity is performed by an excavator/backhoe, excavating a 4-6 foot wide, up to 200 feet long, and 8-12 foot deep trench along a section of survey line, affording geologic personnel the ability to enter the trench, and visually observe subsurface conditions.

\*\*\*NOTE 4: Quarry Production Studies -- Used to gather information regarding the quality and quantity of borrow materials proposed for dam and reservoir construction, and to assess the means and methods needed to remove overburden and rock materials during construction. This activity is proposed to be conducted by trenching in areas of planned quarries for the project. Each trench would be up to 20 feet wide; range from 300 to 1,500 feet long; vary from 15 to 20 feet deep; and be excavated using a bulldozer. Work areas for the quarry production studies, which would include spoils, equipment and vehicle staging areas, would be approximately 40 feet wide and range from 1,000 to 2,300 feet long.

- **Total Compensation**

Total Compensation will be estimated prior to engaging in negotiations with the Property Owner. The Total Compensation will be based upon the sum of Project-Engagement Compensation plus Project-Activity Compensation, as shown below. An example is included as Attachment No. 1.

$$\text{Project-Engagement Compensation ("PEC")} + \text{Project-Activity Compensation ("PAC")} = \text{Total Compensation}$$

Additional activities may be identified in the future, beyond those discussed at the time of the initial negotiations (such as the need for an extra bore hole; or an additional geophysical study). If additional activities are identified after a Right-of-Entry Agreement is reached, the Landowner will be re-engaged in negotiations, and offered additional

Project-Activity Compensation commensurate with the proposed activities. However, there will not be any additional Project-Engagement Compensation offered.

- **Payment**

~~Payment to the Property Owner will occur after a signed Right of Entry Agreement is secured. Within 60 Days of a fully executed Agreement, the Owner will be paid the Project Engagement Compensation.~~

Project Activity Compensation will be made **within** at least 30 Days in advance of **the commencement of the approved fieldwork, and pending receipt of any needed paperwork from the Landowner, such as a W-9 proposed activities.** ~~For example, if a Geotechnical Boring is proposed to commence on October 31, payment to the Owner shall have been made by October 1.~~

- **Future Changes to Compensation Structure**

If, in the future, the compensation structure changes, and there are different values for PEC and/or PAC, such changes will not affect signed Right-of-Entry Agreements; or Right-of-Entry Agreements that are already in negotiations. Signed Agreements, or negotiations where an offer has already been made, will remain at the agreed to, or as presented, compensation amounts.

Any changes to the compensation structure will not be retroactive and will affect only new negotiations that are initiated after the change.

## **OPERATIONAL IMPACTS TO LANDOWNERS AND PRIVATE LANDS**

The presence of field activities may create direct and indirect operational impacts for a Landowner's use of the land during and following completion of the work. For example, landowners may need to take extra efforts such as fencing, gating, water access or road alterations to accommodate the presence of project field teams which can result in direct and indirect impacts to a landowner's operations/business – and to their land and infrastructure.

To offset these effects, this protocol allows for reasonable and unavoidable operational impacts to be compensated for. Compensation for these direct and indirect operational impacts will be evaluated on a case-by-case basis. The Board will establish the levels of authority required to authorize agreements including these costs in accordance with the Authority's Procurement and Contract Policy. Authority Staff will document their evaluation of operations impacts and how the amount necessary to reasonably offset the effects was determined.

## **RESTORATION**

In any TROE program, the project activities may cause physical damage to the Landowner's property, disturb the Landowner's operation and/or use of the land during the field activities, or impact future operations/use in some way.

~~However, any damage caused to a Landowner's property, that is created by the Authority's activities on the property, will be restored to pre access conditions, or as negotiated with the Landowner in the TROE Agreement.~~

Restoration is dealt with as a separate matter than TROE compensation and is generally addressed by the Authority outside of the TROE compensation. Customarily, in nearly every TROE matter, Customarily, the Project commits to restore any project-affected lands to as-good, or better, condition, as that which existed prior to project activities and warrants the work for a reasonable period of time. This commitment is captured in the TROE Agreement. ~~In the case of the Sites Project's preliminary planning activities, it is understood that the Geotechnical Field Teams will have sufficient resources to physically restore disturbed areas.~~

In the atypical event that a Landowner wishes to self-perform restoration, and/or receive monetary compensation to offset the project impacts, such scenarios can be addressed on a case-by-case basis; evaluated and approved by the Authority and the wishes of the Parties which will be captured in the TROE Agreement. **These determinations will be considered in conjunction with the evaluation of operational impacts as noted in the section above.**

## **CROP DAMAGE**

Crop Damage is a potential impact of any TROE activities. Whether there is crop on the ground that the activity will damage, or if the Owner must leave an area fallow to allow the activity, the impacts to an Owner's agricultural operations can be significant.

Crop Damage is a separate matter than TROE compensation. However, any crop damage, or loss of agricultural production that is created by the Authority's activities on the property, will be compensated, as negotiated with the Landowner in the TROE agreement. If the project activities are anticipated to cause a loss to the Landowner, such loss will become part of the negotiations for the TROE.

Crop Damage is often a highly individualized impact to the Landowner, depending on the nature and scope of the project activities. The overall process for determination of Crop Damage is a function of discussions with the Landowner regarding project activities; analysis of the impacts upon the crop; and an approved, negotiated settlement between the Parties, capturing any offset to the losses.

Each Crop Damage scenario will be unique, but the process will always include communications with the Landowner and an analysis of the impacts.

~~For the purposes of this compensation protocol, Crop Damage refers to impacts as a direct result of TROE activities to actively cultivated agricultural operations (e.g. row crops, orchard crops, rice) and not impacts to pasture, grazing, or rangeland.~~

## **ATTACHMENT NO. 1**

### **EXAMPLE**

Outlined below is a fictitious example demonstrating the Total Compensation calculation associated with access to multiple Assessor's Parcels owned by one Property Owner.

Property Owner: Bob G Landowner

Assessor's Parcels: 100-99-010  
100-99-011  
100-99-012

Proposed Activities: 100-99-010 – Nesting Bird Survey; ~~Cultural Survey~~; Geotechnical Boring x2  
 100-99-011 – ~~Salamander Survey~~; Geotechnical Trench; **CPT Study**  
 100-99-012 – no anticipated project activities

Larger Parcel: 100-99-010-BGL  
 --this is the combined Ownership of Bob G Landowner, capturing all three Assessor’s Parcels  
 --for negotiation purposes, all three Assessor’s Parcels are rolled into one lump

Compensation: 100-99-010-BGL

---Project-Engagement Compensation					\$1,500
---Non-Invasive Activities (Survey – Bird, <del>Cultural, Salamander</del> )					\$1,000
<del>---Land surveying in accordance with California Code,</del>					
<del>Civil Code – CIV § 846.5</del>	<del>\$ 0</del>	<del>@</del>	<del>1</del>	<del>\$</del>	<del>0</del>
---Invasive – Geotechnical Boring	\$500 /each	@	2		\$1,000
--- <b>Invasive</b> -- <b>CPT Study</b>	\$500 /study	@	1		\$ 500
---Invasive – Geotechnical Trench	\$2,000 /each	@	1		\$2,000
<b>---Total</b>					<b>\$6,000</b>

Before any offer of compensation is made to the Property Owner, the Real Estate Team, with information from the Geotechnical Team and Environmental Team, will create a list of activities proposed for the Property Owner’s parcels. This list will provide the proposed Project-Activity Compensation. The proposed Project-Activity Compensation will be added to the Project-Engagement Compensation to develop a proposed Total Compensation, as shown above.

The Authority’s Authorized Agent will review the proposed compensation and approve it for negotiations prior to any offer being made to the Property Owner.

Property Restoration, ~~and~~ Crop Damage Compensation, **and Operational Impacts** will be negotiated with the Landowner, and memorialized in the TROE agreement, as discussed in the body of this protocol



## Sites Project Delegated Authority Levels – Revised February 17, 2023

CATEGORY / DOCUMENT		Needs a Policy and Procedure	Legal	Designated Staff	Project Agents	Executive Director	Budget and Finance	Reservoir Committee	Authority Board	Notes
R = Recommended By      P = Pre-Approval/Concurrence = Approval                  I = Information Only		A								
<b>A. JEPA Agreement, Reservoir Project Agreements, Bylaws</b>										
1	Fourth Amended and Restated Joint Exercise of Powers Agreement		R			R			A	Effective March 23, 2017 (Version 4)
2	JEPA Amendments		R			R		R	A	AB approves with 75% or greater, each AB member signs
3	JEPA Admission of a new member		R			R		R	A	AB approves with 75% or greater, each AB member signs
4	Calendaring for Board Agenda				R	A				<b>New.</b> ED sets the calendar with input from Chairs of RC and AB. Board members have opportunity at each board meeting to bring up items for future agendas.
<b>B. Work Plans, Budget, Grants, Loans and MOUs</b>										
1	Work Plan				R	R	R	A	A	Most recent Amendment 2 approved August 26 2020.
2	Work Plan Budget				R	R	R	A	A	Most recent Amendment 2 approved August 26 2020.
3	Budget Transfers									
a.	Transfers up to \$100,000 between line items and no increase in approved budget	Yes			R	A	I			Consistent with 9/17/18 Bylaws Section 12.3.2 but modified from \$50,000 to \$100,000
b.	Transfers over \$100,000				R	R	R	A	A	Consistent with 9/17/18 Bylaws Section 12.3.2 but modified from \$50,000 to \$100,000
c.	Use of Contingency up to \$100,000	Yes			R	A	I	I	I	<b>New.</b> Need to establish contingency in the budget that the ED has flexibility to use under certain conditions.
4	Grants									
a.	Application				R	R	R	A	A	Consistent with 9/17/18 Bylaws Section 4.1
b.	Execution and submittal of grant application				R	A	I			<b>New.</b> If agreement is different from application then have to go back to RC and AB.
c.	Execution and management of grant agreements		R		R	A	I	I	I	<b>New,</b> assumes no material change in key terms of agreement when approved for application
5	Loans									
a.	Application				R	R	R	A	A	Consistent with 9/17/18 Bylaws Section 4.1
b.	Execution and submittal of loan application				R	A	I	I	I	<b>New</b> - Needs to be an Authority Agenda Item
c.	Execution of loan agreements		R		R	R	R	A	A	<b>New</b>
d.	Acceptance and management of loan funds				R	A	I	I	I	<b>New</b>
6	MOUs with Federal, State, Local Govts, Native American, Utilities									
a.	MOU/Agreement Execution		R		R	R		A	A	<b>New</b>
b.	MOU/Agreement Management and reporting				R	A		I	I	<b>New</b>

CATEGORY / DOCUMENT		Needs a Policy and Procedure	Legal	Designated Staff	Project Agents	Executive Director	Budget and Finance	Reservoir Committee	Authority Board	Notes
R = Recommended By = Approval	P = Pre-Approval/Concurrence I = Information Only									
<b>C. Environmental Review and Permitting</b>										
1	<b>CA Environmental Quality Act (CEQA) Authority</b>								A	Sites AB adopted Section 15022(d) State CEQA Guidelines March 25, 2019
a.	Staff determines if a proposed action requires CEQA compliance document.									
	i. If no then prepare Exemption(s) if needed and CEQA Determination		R	R	R	R		R	A	Consistent with 9/17/18 Bylaws Section 4.1. Can be approved by consent if no controversy.
	ii. If yes and not covered by existing CEQA document, prepare an Initial Study and appropriate CEQA compliance documentation		R	R	R	R		R	A	Consistent with 9/17/18 Bylaws Section 4.1
b.	Board takes lead CEQA agency role				R	R		R	A	
	i. Makes and Adopts Findings and Determinations		R		R	R		R	A	Consistent with 9/17/18 Bylaws Section 4.1
	ii. Adopts project and mitigation measures		R		R	R		R	A	Consistent with 9/17/18 Bylaws Section 4.1
2	<b>Permit Applications (water rights, 404, 401, Biological Assessments, etc.) that commit the project to financial or</b>		R		R	R		R	A	Board authorizes ED to sign and submit. Consistent with 9/17/18 Bylaws Section 4.1
3	<b>Permit Applications that do not commit the project to financial or legal/regulatory risk.</b>		R		R	A		I	I	New
4	<b>Local Agency permits, land division &amp; GP Amendments that include financial or legal/regulatory risk.</b>		R		R	R		R	A	Board approves, ED signs and administers. Consistent with 9/17/18 Bylaws Section 4.1
5	<b>Local Agency permits, land division &amp; GP Amendments that do not include financial or legal/regulatory risk.</b>		R		R	A		I	I	New
<b>D. Administrative</b>										
1	<b>Purchases (supplies, materials &amp; equipment)</b>	Yes								
a.	Up to \$100,000				R	A	I	I	I	New
b.	Greater than \$100,000				R	R	R	A	A	New
2	<b>Administrative Procedures that include financial commitments or legal/regulatory risk.</b>		R		R	R	R	A	A	New
3	<b>Administrative Procedures that do not include financial commitments or legal/regulatory risk.</b>		R		A	A				New
4	<b>Agenda Item Submittal</b>									
a.	Recommendation to BOD - Action/Info. & Discuss		R		R	R	R	A	A	Current Practice
b.	Recommendation to BOD - Consent		R		R	R	R	A	A	Current Practice
5	<b>Petty Cash Request (less than \$100)</b>	Yes			A	I	I			New
6	<b>Sundries/Procurement Card (\$500)</b>	Yes			A	I	I			

CATEGORY / DOCUMENT		Needs a Policy and Procedure	Legal	Designated Staff	Project Agents	Executive Director	Budget and Finance	Reservoir Committee	Authority Board	Notes
R = Recommended By = Approval	P = Pre-Approval/Concurrence I = Information Only									
7	Response to Public Records Request	Yes	R		R	A		I	I	New
8	Liability Insurance Claim Settlements & Workers Comp Claim	Yes								
9	Travel Authorization Out of State				R	R		A	A	
10	Travel Authorization Out of State				R	R		A	A	
11	Travel Authorization Within State				A	I				
<b>E. Professional Service Contracts</b>										
1	Decision to use outside consultants	Yes			R	A	I	I	I	New - No implementation of action or threshold to occur until procedures established.
2	Request for Qualifications	Yes			R	A	I	I	I	New - No implementation of action or threshold to occur until procedures established.
3	Request for Proposals	Yes			R	A	I	I	I	New, Selection panel to involve AB and RC members for contract/task orders above \$500,000 or critical service provider. No implementation of action or threshold to occur until procedures established.
4	Sole Source Professional Services up to \$500,000 within appr	Yes	R		R	A	I	I	I	New - No implementation of action or threshold to occur until procedures established.
5	Sole Source Professional Services above \$500,000	Yes	R		R	R	R	A	A	
6	Authority to Negotiate Professional Service Contracts									
a.	Approve Master Service Agreements with terms but no scope or cost		R		R	A	I	I	I	Consistent with 9/17/18 Bylaws Section 11.2.
7	Professional Services Agreement	Yes								
a.	Up to \$500,000 within the approved budget		R	R	R	A	I	I	I	Consistent with 9/17/18 Bylaws Section 11.2. Modified to increase from \$100,000 for non MSA's to \$500,000.
b.	Up to \$500,000 NOT WITHIN budget with cost offset		R		R	A	I	I	I	Consistent with 9/17/18 Bylaws Section 11.2. Modified to increase from \$5,000 to \$50,000.
c.	Greater than \$500,000		R		R	R	R	A	A	Consistent with 9/17/18 Bylaws Section 11.2. Modified to increase from \$100,000 to \$500,000.
8	Professional Services Amendment including Legal Services	Yes								
a.	Within Contract/Task Order approved amount				R	A	I	I	I	New
b.	Reallocation of Task Budget Within Contract/Task Order				R	A	I			New
c.	Exceeds Remaining Contract/Task Order Amount				R	R	R	A	A	New

CATEGORY / DOCUMENT		Needs a Policy and Procedure	Legal	Designated Staff	Project Agents	Executive Director	Budget and Finance	Reservoir Committee	Authority Board	Notes
R = Recommended By A = Approval		P = Pre-Approval/Concurrence I = Information Only								
d.	Adding Task Order to Initiate Litigation				R	R	R	A	A	New
<b>9 Notice to Proceed</b>										
a.	Professional Services				A	I				Current Practice
#	<b>Progress Payments</b>	Yes								This is the routine process. Advance Checks may be made per the approved policy.
a.	Invoice approval				A					Current Practice
b.	Preparation of Payment of Claims				A	I	I			New
c.	Check Issuance Authorization				R	R	R	A	A	Approval by RC is something will be discussed further
d	Electronic Signatures and Release of Checks	Yes			A		A		A	New -Final approved by Executive Committee. Need to explore electronic signatures and ACH payments, no printed signatures on live checks.
#	<b>Service Completion and progress reports</b>				A	I				New
#	<b>Legal Services Agreements</b>									
a.	<b>Legal Services with General Counsel</b>					R		R	A	New
b.	<b>Legal Services with Subconsultants</b>		R			R		R	A	New
#	<b>Significant Schedule Changes</b>				R	R	R	A	A	Significant as defined in Section 12. Material Change of 2018 Bylaws
<b>F. Construction Contracts (to be established as project nears construction)</b>										
<b>G. Land Easements and Leases</b>										
1	<b>Temporary Right of Entry (TROE)/Land Access Agreements</b>									
a	TROE/Land Access Agreement with Landowner (when consistent with Policy)		R		R	A		I	I	Information to the Authority Ad Hoc Land Management Committee
b	Check Request for TROE/Land Access Compensation				R	R	A	A	A	As outlined in the TROE Compensation Protocol. Payment as outlined in the Advance Check Policy.
c	Total TROE operational, restoration and crop damage compensation less than \$100,000 (per agreement)				R	A		I	I	
d	Total TROE operational, restoration, and crop damage compensation in excess of \$100,000 (per agreement)				R	R		A	A	
<b>H. Personnel Issues TBD if Sites has employees</b>										
<b>I. Access to Sites Maxwell and Satellite Project Offices</b>										
1	<b>Electronic Access Cards</b>	Yes								

CATEGORY / DOCUMENT		Needs a Policy and Procedure	Legal	Designated Staff	Project Agents	Executive	Budget and	Reservoir Committee	Authority Board	Notes
R = Recommended By A= Approval		P = Pre-Approval/Concurrence I = Information Only								
a.	Initial Request for Card and Site Access				A					New
b.	Replacement of Lost Card				A					New
<b>2 Mechanical Keys</b>		Yes								
a.	Initial Request for Key(s)				A					New
b.	Replacement of Lost Key(s)				A					New