



# Sutter Butte Flood Control Agency

**Board of Directors Agenda - Regular Meeting, December 14, 2022, 1 p.m.  
City of Yuba City Council Chambers – 1201 Civic Center Blvd., Yuba City**

The agenda is posted in the building of the Sutter Butte Flood Control Agency at 1445 Butte House Road. Suite B, Yuba City. The agenda summary, backup materials, and approved minutes are also posted on the Sutter Butte Flood Control Agency website at [sutterbutteflood.org](http://sutterbutteflood.org). Materials related to an item on this agenda and submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the office of the Board Clerk at 1445 Butte House Road, Suite B, Yuba City, during normal business hours. In compliance with the American 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 SBFCA office at 530-755-9859 or [admin@sutterbutteflood.org](mailto:admin@sutterbutteflood.org). Requests must be made one full business day before the start of the meeting.

## **County of Sutter**

Mat Conant  
Mike Ziegenmeyer  
Alt. Karm Bains  
Alt. Nicholas Micheli

## **County of Butte**

Bill Connelly  
Tod Kimmelshue

## **City of Yuba City**

Shon Harris  
Wade Kirchner  
Alt. Dave Shaw  
Alt. Marc Boomgaarden

## **City of Live Oak**

Lakhvir Ghag  
Alt. Jeramy Chapdelaine

## **City of Gridley**

Bruce Johnson

## **City of Biggs**

Bo Sheppard  
Alt. Chuck Nuchols

## **Levee District 1**

Charlie Hoppin  
Al Montna  
Alt. Gary Marler  
Alt. Drew Stresser

## **Levee District 9**

Mike Morris  
Chris Schmidl

Persons wishing to address the Board during consideration of matters listed on the agenda will be allowed to do so. Testimony should always begin with the speaker giving his or her name and place of residence. Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Sutter Butte Flood Control Agency office at 530-755-9859. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.

## **AGENDA SUMMARY**

### **REGULAR MEETING/CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **PUBLIC COMMENT**

Members of the public will be allowed to address the Sutter Butte Flood Control Agency's Board of Directors on items of interest to the public that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring a matter before the Board that has not been placed on the agenda may do so at

this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.

### **CONSENT CALENDAR**

The Consent Calendar groups together those items which are considered noncontroversial or for which prior policy direction has been given to staff and that require only routine action by the Board. The Chair will advise the audience that the matters may be adopted in total by one motion; however, the Board may, at its option or upon request of a member of the public, consider any matter separately.

1. Approval of the Minutes for the November 9, 2022 Regular Board Meeting
2. Approval of the 2023 schedule for regular SBFCA Board meetings
3. Approval of a Resolution 2022-17 Amending the Distribution Provisions of SBFCA's Section 457(b) Deferred Compensation Plan
4. Approval of a Professional Services Agreement with HDR Engineering, Inc. for Engineering Design Support for the Sutter Bypass East Levee
5. Approval of Professional Services Agreement with Ray Costa for Independent Panel of Experts Services
6. Approval of Task Orders with HDR Engineering, Inc., R&F Engineering, Inc., and ECORP Consulting, Inc., for required work efforts related to management, planning, engineering, and environmental services for the Oroville Wildlife Area Robinson's Riffle Project
7. Approval of Task Order 16 with WSP, Inc. to provide constructability review services for the Tudor Flood Risk Reduction Project

### **INFORMATIONAL AND POSSIBLE APPROVAL ITEMS**

8. Sutter Butte Basin Regional Levee Improvement Program Levee Development Impact Fee Nexus Study and Collection Agreement Approval
9. Presentation and File Monthly Financial Report
10. Presentation and File Program/Project Update

### **ADJOURNMENT**

The next regularly scheduled Board of Directors meeting will be held on Wednesday, February 8, 2023 at 1 p.m.



# Sutter Butte Flood Control Agency

Board of Directors Regular Meeting Minutes, November 9, 2022, 1 p.m.

## MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF COVID-19

The Sutter Butte Flood Control Agency (Agency) Board of Directors (Board), State of California, met on the above date at 1 p.m. in Compliance with CA Executive Orders AB361 members of the Board of Directors and members of the public participated in this meeting by teleconference.

These minutes do not represent a transcript of the meeting and are intended to be a summary of the most important points. For a complete record, please refer to the video recording of the meeting, which is posted on SBFCA's website: <http://sutterbutteflood.org/board/meetings-agendas/>

### MEMBERS PRESENT

|                    |                               |
|--------------------|-------------------------------|
| County of Sutter:  | Mat Conant, Mike Ziegenmeyer  |
| County of Butte:   | Bill Connelly                 |
| City of Yuba City: | Shon Harris, Wade Kirchner    |
| City of Biggs:     | Bo Sheppard                   |
| City of Gridley:   | Bruce Johnson                 |
| City of Live Oak:  | Lakhvir Ghag                  |
| Levee District 9:  | Mike Morris                   |
| Levee District 1:  | Charlie Hoppin, Drew Stresser |

**MEMBERS ABSENT:** Tod Kimmelshue, Chris Schmidl, Al Montna

**STAFF PRESENT:** Michael Bessette, Executive Director; Chris Fritz, Director of Engineering, Agency Counsel; Scott Shapiro; Seth Wurzel, Budget Manager and Terra Yaney, Board Clerk

### MEETING/CALL TO ORDER

At 1:00 p.m., Director Wade Kirchner opened the meeting and led the group in the pledge of allegiance.

### CONSENT CALENDAR

1. Approval of the Minutes for the October 12, 2022 Regular Board Meeting
2. Approval of the Minutes for the October 24, 2022 Special Board Meeting
3. Continuing Brown Act Resolution 2022-16

A motion to approve the Consent Calendar was made by Director Mat Conant and seconded by Director Mike Morris. The motion passed with no objection. The Consent Calendar was approved as follows:

- |                           |                           |
|---------------------------|---------------------------|
| • Mat Conant– yes         | • Bruce Johnson- yes      |
| • Bill Connelly– yes      | • Wade Kirchner– yes      |
| • Lakhvir Ghag– abstained | • Mike Morris - yes       |
| • Shon Harris- yes        | • Chris Schmidl - yes     |
| • Charlie Hoppin- yes     | • Drew Stresser - yes     |
|                           | • Mike Ziengenmeyer - yes |

**No public Comment**

The entire discussion and presentation is available on the SBFCA website at:  
<http://sutterbutterflood.org/board/meetings-agendas/>

#### **RESOLUTION OF NECESSITY HEARING**

##### **4. Consider Adopting Resolution of Necessity for Acquisition of Property Interests from APN 51-580-020 (Sangh & Takhar)**

Agency Counsel Scott McElhern provided a power point presentation in which he reviewed the legal requirements for the acquisition of Property. He explained that the parcel consists of approximately 2.94± acres and consists of vacant industrial land. He explained that based on an appraised value of the proposed acquisition, SBFCA offered to purchase the necessary property interests from the owners. To date, SBFCA has been unable to reach an agreement with the owners for the purchase and sale of the property. If the Board adopts the attached proposed Resolution of Necessity, legal counsel for SBFCA will have the authority to file a condemnation action in the Sutter County Superior Court to effectuate the acquisitions by eminent domain of the property interests described in the proposed Resolution of Necessity. However, the commencement of litigation will not end SBFCA's efforts to reach a negotiated agreement.

Staff recommends that the Board of Directors of the Sutter Butte Flood Control Agency ("SBFCA") adopt the attached proposed Resolutions of Necessity for the acquisition of certain property interests in the properties bearing Sutter County Assessor's Parcel Number 51-580-020 for the Feather River West Levee Project.

#### **No public Comment**

**A motion to approve the Resolution of Necessity was made by Director Mat Conant and seconded by Director Mike Ziegenmeyer. Motion passed with no objection. The Resolutions of Necessity was approved as follows:**

- |                       |                           |
|-----------------------|---------------------------|
| • Mat Conant– yes     | • Bruce Johnson- yes      |
| • Bill Connelly– yes  | • Wade Kirchner– yes      |
| • Lakhvir Ghag– yes   | • Mike Morris - yes       |
| • Shon Harris- yes    | • Chris Schmidl - yes     |
| • Charlie Hoppin- yes | • Drew Stresser - yes     |
|                       | • Mike Ziengenmeyer - yes |

#### **INFORMATIONAL AND POSSIBLE APPROVAL ITEMS**

##### **5. Adoption of SBFCA Public Communication and Outreach Policy**

Agency Counsel Scott Shapiro gave a presentation outlining the public outreach policy. He reported that the purpose of this policy is to establish minimum standards for future outreach and provided a copy of the policy.

**A motion to approve the Public Communication and Outreach Policy was made by Director Charlie Hoppin and seconded by Director Mat Conant. The motion passed with no objection. The Public Communication and Outreach Policy was approved as follows:**

- |                       |                           |
|-----------------------|---------------------------|
| • Mat Conant– yes     | • Bruce Johnson- yes      |
| • Bill Connelly– yes  | • Wade Kirchner– yes      |
| • Lakhvir Ghag– yes   | • Mike Morris - yes       |
| • Shon Harris- yes    | • Chris Schmidl - yes     |
| • Charlie Hoppin- yes | • Drew Stresser - yes     |
|                       | • Mike Ziengenmeyer - yes |

#### **No public Comment**



**6. Presentation and File Monthly Financial Report**

Executive Director Michael Bessette reported that we have engaged with our Auditors Badawi and Associates for the annual audit. The audit will be completed and presented to the board early next year. The entire report, along with a PowerPoint presentation is available on the SBFCA website at: <http://sutterbutterflood.org/board/meetings-agendas/>

**7. Presentation and File Program/Project Update**

Executive Director Michael Bessette gave a presentation outlining the recent and ongoing activities of the agency. He reported that construction is nearly complete on the Second Street vegetation removal and fence installation project. His presentation included pictures of the completed work.

Mr. Bessette went on to report that work on the Star Bend and Mathews Property environmental mitigation sites continues. SBFCA staff and the Sacramento Valley Conservancy team continue to work on completing all the associated land transfers, easement establishments, regulatory reviews, and other associated activities required to establish and manage the mitigation sites. Staff continues to coordinate with Levee District 1 on the required land transfer and ongoing maintenance cost reimbursement at Star Bend.

It was reported that the design team has successfully completed the USACE review and approval of the Operation and Maintenance manuals for the FRWLP levee improvements. These manuals were accepted by the Central Valley Flood Protection Board (CVFPB) at their board meeting in September and will soon be transferred to the respective Local Levee Maintaining Agencies.

Director of Engineering Chris Fritz gave a design status update on the Tudor Flood Risk Reduction Project. In his presentation he showed maps of the proposed project area and reviewed the estimated cost of the project. He explained that the design and environmental team continue to work to complete the 65% draft design plans. He went onto report that a pre-application meeting with the CVFPB and USACE will be scheduled for this winter and it is anticipated that the design and permitting effort will take approximately 2 years to complete with construction scheduled to begin in 2025.

The entire report is available on the SBFCA website at: <http://sutterbutterflood.org/board/meetings-agendas/>

**PUBLIC COMMENT**

None

**ADJOURNMENT**

With no further business coming before the Board, the meeting was adjourned at 1:45 p.m.

**ATTEST BY:** \_\_\_\_\_

**Terra Yaney, Board Clerk**

\_\_\_\_\_

**Board Chair**



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director

**SUBJECT:** Approval of the 2023 schedule for regular SBFCA Board meetings

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## **Recommendation**

Notwithstanding the January 2023 meeting, it is recommended that the Board meet regularly on the second Wednesday of each month at 1:00 p.m. until further notice. The January 2023 Board meeting is cancelled.

## **Background**

The SBFCA Board of Directors conducts regular meetings regarding Agency business. Meetings will be held at 1:00 p.m. at the City of Yuba City Council Chamber, 1201 Civic Center Blvd., Yuba City, CA.

## **Fiscal Impact**

There is no fiscal impact.



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director  
Andrea Clark, Agency Counsel  
Seth Wurzel, Budget Manager

**SUBJECT:** Approval of a Resolution Amending the Distribution Provisions of SBFCA's Section 457(b)  
Deferred Compensation Plan

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## **Recommendation**

Approve Resolution 2022-17 adopting a minor amendment to SBFCA's deferred compensation plan.

## **Background/Discussion**

This Amendment is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Amendment is to be construed in accordance with the Applicable Law and both the Amendment and the Applicable Law will superseded any inconsistent Plan Provisions.

### **A. Required Minimum Distributions**

In defining Required Beginning Date or determining required minimum distributions, any reference to age 70-1/2 are replace with: age 70-1/2 (for Participants born before July 01, 1949) or age 72 (for Participants born after June 30, 1949).

### **B. Distribution on Account of Death for Certain Eligible Retirement Plans**

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". This modification is further defined in the attached plan amendment description.

Staff recommends that the Board adopt the attached resolution which approves the modifications described above and within the attached plan amendment.

## **Fiscal Impact**

The cost of the preparation of this plan modification is covered within the approved annual administration budget of SBFCA's retirement plans. As a result, there is no net budgetary impact resulting from board approval of the recommended action.

## **Attachments:**

Resolution 2022-17  
457(b) Deferred Compensation Plan Amendment Description

RESOLUTION NO. 2022-17

**SUTTER BUTTE FLOOD CONTROL AGENCY**  
**FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of Sutter Butte Flood Control Agency (the "Employer").

With respect to the amendment of the Sutter Butte Flood Control Agency 457(b) Deferred Compensation Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute said amendment on behalf of the Employer;

**RESOLVED FURTHER:** That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SUTTER BUTTE FLOOD CONTROL AGENCY 457(B) DEFERRED COMPENSATION PLAN

### **SECURE/CARES/CAA AMENDMENT**

This Amendment is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Amendment is to be construed in accordance with the Applicable Law and both the Amendment and the Applicable Law will supersede any inconsistent Plan provisions.

#### **A. Required Minimum Distributions**

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before July 01, 1949) or age 72 (for Participants born after June 30, 1949).

#### **B. Distribution on Account of Death for Certain Eligible Retirement Plans**

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

**IN WITNESS WHEREOF**, the Employer has caused this Amendment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SUTTER BUTTE FLOOD CONTROL AGENCY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_



**SUTTER BUTTE FLOOD CONTROL AGENCY 457(B) DEFERRED COMPENSATION PLAN**  
**SUMMARY OF MATERIAL MODIFICATIONS**

The purpose of this Summary of Material Modifications is to inform you of changes that have been made to the Sutter Butte Flood Control Agency 457(b) Deferred Compensation Plan. These changes affect the information previously provided to you in the Plan Description. The Plan Description is modified as described below.

**DISTRIBUTIONS**

Under the "Time of Distribution" section, any reference to "age 70-1/2" is replaced with "age 70-1/2 (for Participants born before July 01, 1949) or age 72 (for Participants born after June 30, 1949)".



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director  
Chris Fritz, Director of Engineering

**SUBJECT:** Approval of a Professional Services Agreement with HDR Engineering, Inc. for Engineering Design Support for the Sutter Bypass East Levee Project

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## Recommendation

It is recommended that the Board of Directors:

1. Approve and authorize the Executive Director to execute an Agreement for Professional Services with HDR Engineering, Inc. in the amount of \$2,019,374 to provide engineering design services for the Sutter Bypass East Levee (SBEL) Project subject to legal counsel's final review and approval.
2. Authorize the Executive Director to take any and all actions reasonably necessary to complete the work described in the Agreement, including the approval of minor amendments that, in the opinion of the Executive Director, will not materially alter the purpose of the task order or increase the total compensation due under the task order by more than 10% (\$201,937).

## Background

Under the Small Community Flood Risk Reduction Program, SBFCA completed the Tudor Flood Risk Reduction Feasibility Study which prioritized repairs and improvements along the Sutter Bypass East Levee. Over the last year, SBFCA has been working with the State to advance the design and environmental work for repairs to approximately 5.2 miles of the SBEL near Gilsizer Sough. As previously reported to the Board, the State has agreed to cost share in this effort by providing directed funding to SBFCA of up to \$4.0 million dollars and engaging their contractor directly to prepare the necessary CEQA documentation for the project. The Board approved the draft form of the funding agreement with the California Department of Water Resources for the Sutter Bypass East Levee Project in September 2022 (Resolution No. 2022-15) and SBFCA is expecting to receive the final executed agreement from DWR very soon.

In order to execute the work associated with the DWR funding agreement, SBFCA invited qualified firms to submit a proposal to be considered for selection to provide engineering design services. Proposals were due by November 4 and SBFCA received proposals from two teams, one led by Wood Rodgers, Inc. and one led by HDR Engineering, Inc. SBFCA then convened a review panel consisting of one representative from Sutter County and two representatives on behalf of SBFCA to provide a recommendation of award to the Executive Director. The review panel unanimously recommended the HDR Engineering team for selection.

The intent of this new Professional Services Agreement is to provide SBFCA with design engineering support for advancing the Sutter Bypass East Levee Project. The scope of work includes the necessary design and right-of-way elements to satisfy SBFCA's agreement with DWR. HDR Engineering will perform the tasks as listed in the scope of work with direction from SBFCA's Executive Director and Director of Engineering. Work under this agreement includes the following tasks:

- Project Management
- Alternatives Analysis
- Design and Bid Package
- Agency Coordination and USACE Safety Assurance Review
- Environmental & Permitting Coordination
- Capital Cost of Acquiring Temporary Construction Easements
- Right of Way Support Activities
- Project Team Coordination
- Optional Tasks (Geotechnical Explorations, Materials Testing, and Pipe Inspection)

**Fiscal Impact**

The recommended action requests the approval of a new Agreement for Professional Services with HDR Engineering, Inc. This action will obligate SBFCA to pay for the associated services delivered on a time and materials basis up to the Agreement's budget limitation of \$2,019,374 plus 10% (\$201,937). The scope of work included within the Agreement falls within the agency budget approved on June 8, 2022, that included a total cost of \$5,943,000 for the initial phase of the Sutter Bypass East Levee Project of which \$5,128,000 was budgeted for Design (731-99-7071-67611 Sutter Bypass Critical Rehabilitation Design). The proposed agreement with HDR provides \$4,000,000 of cost sharing of the project costs. As a result, the Board's approval of the recommended action would have no net budgetary impact to the Final Amended 2020 through 2024 Budget.

Attachment: HDR Engineering Agreement for Professional Services  
HDR Engineering Scope of Work and Fee



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into this 14<sup>th</sup> day of December, 2022, by and between Sutter-Butte Flood Control Agency ("SBFCA"), and HDR Engineering, Inc., ("Contractor") (each a "party" and collectively "the parties").

### **RECITALS:**

A. SBFCA has determined that it is desirable to retain a contractor for flood management services; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. SBFCA desires to retain Contractor to perform the proposed services.

### **AGREEMENT:**

SBFCA and Contractor agree as follows:

1. Scope of Services. Contractor shall provide the engineering services as described in Exhibit 'A', during the term described in Section 2, and for the compensation described in Section 3.

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement and shall continue until the project is completed as agreed or the Agreement is terminated pursuant to the provisions of Section 17, below.

3. Compensation.

A. The compensation to be paid by SBFCA to Contractor for services as described in Exhibit 'A' shall be in accordance with Contractors Rate Schedule provided in Exhibit 'B', but not to exceed \$2,019,374. Contractor shall be reimbursed for out-of-pocket expenses incurred for travel, postage and delivery, and long-distance telephone charges. Contractor shall provide SBFCA with an itemized statement of expenses by category of expense as part of each monthly billing statement.

B. SBFCA shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section 21 of this Agreement.

C. Contractor agrees to testify at SBFCA's request if litigation is brought against SBFCA in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, SBFCA will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit 'B'.

4. Invoice, Payments, Notices. Contractor shall submit monthly invoices for services rendered during the preceding month and expenses incurred. SBFCA shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

**If to SBFCA:**

Sutter Butte Flood Control Agency  
Michael Bessette, Executive Director  
Post Office Box M  
Yuba City, CA 95992

**If to Contractor:**

Holly Kennedy, Senior Vice President  
HDR Engineering, Inc.  
2365 Iron Point Road Suite 300  
Folsom, CA 95630

5. Independent Contractor.

A. Contractor (including Contractor's employees) is an independent contractor and no relationship of employer-employee exists between the parties. SBFCA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and as an independent contractor, Contractor indemnifies and holds SBFCA harmless from any and all claims that may be made against SBFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. Contractor, in the performance of its obligation hereunder, is subject to the control or direction of SBFCA as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by Contractor for accomplishing the results.

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

D. As an independent contractor and not an employee of SBFCA, Contractor shall have no right to act on behalf of SBFCA as its agent or have the authority to bind SBFCA to any obligation.

6. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to SBFCA. Contractor shall possess no authority with respect to any SBFCA decision. SBFCA is responsible for and shall make all governmental decisions related to work of Contractor.

7. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of SBFCA.

8. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products of Contractor shall become the property of SBFCA and shall be delivered to SBFCA upon completion of services. Any modification or reuse of such work products for purposes other than those intended by this Agreement shall be at SBFCA's sole risk and without liability to Contractor. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work product of this Agreement to any third party, person, or entity, without prior written consent of SBFCA. Upon reasonable notice, SBFCA representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement. Contractor may not publish information obtained in connection with services rendered under this Agreement.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless SBFCA, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by SBFCA), injury, or damage arising out of the negligence, recklessness, or willful misconduct of Contractor, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.

10. Insurance. Without limiting Contractor's indemnification of SBFCA, Contractor shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:

A. Prior to commencement of this Agreement, Contractor shall provide certificates of insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the following address:

Sutter Butte Flood Control Agency  
Terra Yaney  
Post Office Box M  
Yuba City, CA 95992

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to SBFCA. All Certificates of Insurance shall provide that SBFCA shall receive thirty (30) days advance written notice of cancellation or material change before the expiration date.

B. Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, Contractor shall require each of its subcontractors to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

C. Insurance Required:

(i) Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate it must be no less than two million dollars (\$2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, and personal injury.

For either type of general liability insurance, coverage shall include the following endorsements:

a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to SBFCA, and members of the Board of Directors of SBFCA, the officers, agents and employees of SBFCA, individually and collectively, as additional insureds.

b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by SBFCA, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be cancelled or materially changed without thirty (30) days prior written notice of such cancellation or material change being delivered to SBFCA at the address as specified above.

d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit brought, except with respect to the policy's limits of liability.

(ii) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

(iii) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement. Coverage shall

include an endorsement whereby the insurer agrees to waive all rights of subrogation against SBFCA, Board of Directors, and officers, officials, employees and volunteers of SBFCA for losses arising from work performed by the Contractor under this Agreement.

(iv) Professional Errors and Omissions Liability Insurance in an amount not less than one million dollars (\$1,000,000) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:

a. The policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

c. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

11. Professional Services: The work shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

12. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by SBFCA shall not be deemed to constitute acceptance or waiver by SBFCA of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work products are consistent with one another to produce a unified, workable, and acceptable whole functional product.

C. SBFCA shall promptly notify Contractor of any defect in Contractor's performance.

13. Audit. The following audit requirements apply from the effective date of this Agreement until three years after SBFCA's final payment:

A. Contractor shall allow SBFCA's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to SBFCA or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-Contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. SBFCA and Contractor shall be subject to the examination and audit of the State Auditor, at the request of SBFCA or as part of any audit of SBFCA. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

C. The provisions of Section 13 shall survive the expiration or termination of this Agreement.

14. Publication of Documents and Data. Contractor shall not publish or disclose to any third party documents or data without the prior written consent of SBFCA. However, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either SBFCA or Contractor.

15. Interest of Contractor. Contractor covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to SBFCA or Contractor at the address indicated in Section 4. In the event of termination:

A. Contractor shall immediately cease rendering services pursuant to this Agreement.

B. Contractor shall deliver to SBFCA copies of all writings prepared pursuant to this Agreement. The term “writings” shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof. All materials provided to SBFCA upon termination become the property of SBFCA.

C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to SBFCA for damages suffered as a result of Contractor's failure to comply with the terms of this agreement.

18. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.

19. Conflict with Laws or Regulations/Severability. This agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

20. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

21. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.

22. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between SBFCA and Contractor as to the subject matter hereof and supersedes all prior oral and written agreements.

23. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

24. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of California Civil Code section 1654 shall not apply in interpreting this Agreement.

25. Subsurface Conditions. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution. These conditions and cost/delays associated with such variances are not the responsibility of Contractor

and, if such conditions impact Contractor's services, the parties will negotiate an equitable adjustment to Contractor's fee and/or schedule for performance.

26. The work associated with this Agreement is funded via a Funding Agreement with the California Department of Water Resources (DWR). The applicable terms and conditions from the Funding Agreement are attached as Exhibit C. Contractor shall comply with all applicable terms and conditions therein, and Contractor shall also bind all subconsultants, individuals and entities performing services on behalf of Contractor to the same terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

CONTRACTOR

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Contractor

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

SBFCA General Counsel





December 2, 2022

Michael Bessette  
Sutter Butte Flood Control Agency  
Via email: m.bessette@sutterbutteflood.org

**RE: Scope and Fee Estimate for Engineering Design Services for the Sutter Bypass East Levee Project**

Dear Mr. Bessette,

The HDR Team is looking forward to supporting the Sutter Butte Flood Control Agency on the Sutter Bypass East Levee (SBEL) project. The following scope of services and attached fee schedule, previously submitted as part of our response to the SBEL Request for Proposals, have been updated with additional tasks to support analysis and design of SBEL.

The HDR Team will follow the scope of services and deliverables outlined in SBFCA's Request for Proposal (language inserted into this document, *italics*, for completeness). Assumptions and clarifications have been made as outlined below and are factored into the team's overall approach and fee.

## Scope of Services

The work outlined in this scope includes activities that fall within the following tasks:

- Project Management
- Element 1.1 Alternatives Analysis
- Element 1.2 Design and Bid Package
- Element 1.3 Agency Coordination and USACE Safety Assurance Review
- Element 1.4 Environmental & Permitting Coordination
- Element 2.1 Capitol Cost of Acquiring Temporary Construction Easements
- Element 2.2 Right of Way Support Activities Assumptions
- Team Coordination
- Optional Tasks

## PROJECT MANAGEMENT

HDR's project manager will manage the contract scope, schedule, and budget for this Task Order. Project management will also occur at the task level by each team lead and by subconsultants to accomplish the various aspects of the work outlined below. HDR will document Quality Control reviews and track the status of the reviews of key deliverables.

HDR's project manager will also participate in design management meetings with SBFCA, provide status updates, note any issues or concerns, coordinate with SBFCA as needed.

HDR will prepare monthly invoices and document project activities by task and team progress.

## Assumptions

- 24-month project duration from Jan 2023 to December of 2024.
- The design schedule provided as part of the RFP responses is intended as a general overview of time frames and work interdependencies. The HDR Team will work with SBFCA to refine the schedule, as needed, and based on input from other SBFCA consultants.

**Deliverables:**

- Invoices and progress reports (PDF).

**ELEMENT 1.1 ALTERNATIVE ANALYSIS**

*Scope of Services – The Contractor will conduct an Alternatives Analysis and develop a Basis of Design Report (BODR) to describe the project design criteria that will be carried through design (i.e. design water surface elevation, freeboard criteria, geotechnical analysis criteria, seismic evaluation criteria, etc.). The design water surface elevation will be provided by SBFCA. The BODR will summarize the levee repair strategies that will be carried into the 30% designs and will present specific design criteria and design parameters for levee repairs, roadway reconstruction, utility relocations and anticipated construction staging. Following the review and acceptance of the draft report by SBFCA, the Contractor will, on behalf of SBFCA, conduct a milestone meeting with DWR to review the draft alternative analysis results and basis of design. The draft results and basis of design will be provided to DWR at least two weeks in advance of the milestone meeting*

**Assumptions**

- Up to three alternatives may be evaluated.
- Alternatives Analysis will utilize existing subsurface information. No new explorations are proposed, aside from those currently being undertaken by SBFCA.
- One milestone meeting with SBFCA and DWR (assumes a 5-hour virtual meeting including preparation time).

**Deliverables:**

- Draft Alternative Analysis Technical Memorandum (PDF).
- Final Alternative Analysis Technical Memorandum (PDF).

**ELEMENT 1.2 DESIGN AND BID PACKAGE**

*Scope of Services – This element of work consists of the engineering design activities to prepare the design, complete the engineering analysis, and prepare construction plans and specifications for the project area. This work will include services such as surveying, civil, structural, and geotechnical engineering. This work will involve a number of tasks including:*

- Coordinate and interact with regulatory and review agencies to gather input and concurrence on the selected design approach and remediation methods.
- Develop a work plan (if necessary) for undertaking any final supplemental geotechnical evaluations.
- Perform supplemental geotechnical explorations needed to support the design.
- Perform the surveying needed to support the design effort.
- Prepare 35%, 65%, 90% and 100% level design documentation reports documenting the design effort and the basis of design for the construction plans and specifications.
- Prepare 35%, 65%, 90% and 100%, level design level construction plans.
- Prepare 35%, 65%, 90% and 100% design level technical specifications in Construction Specification Institute (CSI) format covering the project.
- Prepare 35%, 65%, 90% and 100% level estimates of opinion of probable construction costs.
- Conduct milestone meetings as necessary with SBFCA.
- On behalf of SBFCA, conduct milestone meetings with DWR to review the 35%, 65%, 90%, and 100% deliverable packages. Each deliverable package will be provided to DWR at least two weeks in advance of each milestone meeting.
- Prepare final construction bid packages and conduct bidding process. DWR approval is required before beginning the preparation of the bid package and executing the bidding process.

**Assumptions**

- Existing subsurface information is adequate for design development. New explorations, except those currently being undertaken by SBFCA, are not required.

- One submittal will be required at each submittal stage. Submittal stages are 35%, 65%, 90%, 100%, and Bid Package. Comments received on a submittal will be addressed as part of a subsequent submittal stage.
- The 100% submittal is intended to close out review comments. No new comments are anticipated at this submittal stage.
- Cost estimates will include appropriate contingency for each submittal stage and generally follow AACE No. 18R-97.
- The project will be complete in one construction phase (i.e., one set of plans and specifications will be prepared for this entire levee reach).
- One milestone meeting with SBFCA per submittal stage. Milestone meetings with SBFCA will occur prior to each submittal stage. Four virtual 5-hr meetings in total. SBFCA's Independent Panel of Experts will attend these meetings. Separate meetings to inform SBFCA's Independent Panel of Experts are not anticipated.
- One milestone meeting with DWR, on behalf of SBFCA, for each submittal stage (4 virtual meetings in total. Assumes 5 hours per virtual meeting including preparation time).

**Deliverables:**

- 35%, 65%, 90%, 100% Plans, Specifications, OPCC, and Basis of Design Report (PDF).
- Construction (For Bid) Plans and Specifications (PDF).
- Survey base maps (AutoCAD 2018 or newer).

**ELEMENT 1.3 AGENCY COORDINATION AND USACE SAFETY ASSURANCE REVIEW**

*Scope of Services – The Contractor will coordinate with agencies and local organizations (USACE, DWR, CVFPB, Sutter County, Sutter Maintenance Yard, etc.) as needed to discuss design issues, meet program needs and to facilitate project approvals. It is assumed that a Safety Assurance Review (SAR) Type II Independent External Peer Review (Type II IEPR) will be required as part of the USACE 408 process. A Type II IEPR is typically required on design and construction activities for any project where potential hazards pose a significant threat to life safety. SBFCA will prepare a SAR plan and the Contractor will participate in the SAR process, consider recommendations from the panel, prepare a written response to those recommendations, and publish and disseminate that information as required by the SAR Type II IEPR requirements.*

**Assumptions**

- One milestone meeting with USACE SAR per submittal stage. Milestone meeting with USACE SAR will occur after each submittal stage. Four virtual 5-hr meetings in total.

**ELEMENT 1.4 ENVIRONMENTAL & PERMITTING COORDINATION**

*Scope of Services – Based on information provided in the Basis of Design Report, the design team will coordinate with SBFCA's environmental team, which includes DWR, throughout the design process. The design team will be responsible for items such as developing the project description, delineating the project footprint, identifying project staging areas, etc. The design team will also provide preliminary information on anticipated design elements and construction methods. SBFCA's environmental team will use this information to advance the environmental and permitting efforts.*

**Assumptions**

- One Project Description will be developed for the entire project.
- Up to four coordination meetings are anticipated with SBFCA's environmental team to coordinate data needs for the Project Description.

**Element 1 Deliverables:**

- Alternatives Analysis and Basis of Design Report
- Geotechnical work plan (if necessary)
- Geotechnical laboratory analysis results (if necessary)
- Design Document Reports (35%, 65%, 90%, 100%)

- Plans, Specifications, and Cost Estimates (35%, 65%, 90%, 100%)
- USACE SAR Comment Responses
- Construction bid package and bid results
- Project Description for environmental documentation
- Copies of all digital data sets and information used during the project

## **ELEMENT 2.1 CAPITOL COST OF ACQUIRING TEMPORARY CONSTRUCTION EASEMENTS**

*Scope of Services – Right of way efforts includes the cost of acquiring temporary construction easements and relocations (payments made directly to property owners or escrow holders, including the State Condemnation Deposit Fund) required to complete the necessary construction of the levee and comply with the design criteria. It is assumed that land acquisition will not be required.*

### **Assumptions**

- Right of Way acquisition is not anticipated as part of this proposal effort.

## **ELEMENT 2.2 RIGHT OF WAY SUPPORT ACTIVITIES ASSUMPTIONS**

*Scope of Services – The respondent shall develop a real estate plan for the Project. During the design phase, the respondent will prepare a plan for acquisition of interests in real estate needed to complete the project. The project could require services depending upon the footprint such as appraisal services, title research, geodetic and cadastral services, environmental site assessment services, etc. Implementation of the plan could also include a number of tasks, including:*

- Geodetic services include field surveys, examination of title to parcels, including obtaining preliminary title reports or litigation guarantees, clearance of exceptions to title, policy of title insurance and the preparation of legal descriptions, maps and deeds.
- Environmental site assessment reports to determine the existence of hazardous and toxic waste materials.
- SBFCA will prepare all necessary temporary entry permits, rights of entry, borrow and spoil agreements.

### **Assumptions**

- A Real Estate base map will be developed based on record information and existing deeds. The Real Estate base map will be used to determine if land acquisition and temporary construction easements (TCEs) are required for this project.
- TCEs are likely to be required to complete construction of this project. In support of this effort, the team will obtain up to 12 Preliminary Title Reports and will prepare up to two TCEs (two TCEs are anticipated to be needed).
- One draft and one final Phase I Site Assessment Report is anticipated.

## **Element 2 Deliverables:**

- Real estate plan
- Environmental Site Assessment Report

## **TEAM COORDINATION**

The HDR team will coordinate with other members of the SBFCA team (including environmental, right-of-way, stakeholders, and other SBFCA consultants) as needed and as directed by SBFCA to discuss design issues, meet program needs, and to help facilitate project approvals. Additionally, the HDR team will coordinate with USACE and DWR as requested by SBFCA, conduct milestone meetings with SBFCA and DWR and USACE, as needed and as directed by SBFCA to discuss design issues, meet program needs, and to help facilitate project approvals.

### **Assumptions**

- A total of nine milestone meetings with DWR and SBFCA
- A total of four USACE SAR meetings

### Deliverables

- Meeting agendas, notes, and related materials (PDF)

## Optional Tasks

The following optional tasks have been identified to support SBEL analysis and design effort. Optional tasks will be executed as directed by SBFCA.

### OPTIONAL TASK 1 – EXPLORATIONS AT PUMP STATION NO. 2

The HDR team will conduct a field investigation to include up to five (5) boring and/or Cone Penetration Tests in the vicinity of Pump Station No. 2. Subsurface information obtained from these explorations will be used to refine seepage mitigation options at Pump Station No. 2.

### Deliverables

- None – Information obtained from these additional boring will be incorporated into the overall Geotechnical Data Report delivered as part of Element 1 work.

### Assumptions

- This work will be performed as part of an existing Drilling Program Permit currently being reviewed by USACE. A new Drilling Program Permit will not be needed.

### OPTIONAL TASK 2 – LEVEE MATERIAL TESTING

Add scope for testing material for the purpose of determining reuse (and limiting borrow) and associated analysis.

### Deliverables

- Technical Memorandum presenting factual results of fieldwork and laboratory testing.

### Assumptions

- Hand augers will be done at 500 to 1000 feet spacing along the center line of the levee to a depth of 5 feet to collect soil samples for laboratory testing.
- Laboratory testing to include Atterberg Limits testing and fines content as appropriate.
- A USACE Drilling Program Plan will not be necessary for these shallow explorations
- Hand augers will be backfilled with soil cuttings.

### OPTIONAL TASK 3 – BOX CULVERT CONCRETE TESTING

The HDR team will conduct nondestructive concrete testing on the five existing four-foot by six-foot box culverts located just south of Pump Station No. 2. Concrete tests may include Hammer Tests, Windsor Probe, Concrete Crack Gauges, and similar to assess the structural integrity of the existing box culverts. Results from these tests will be used to assess the conditions of the existing box culverts and determine if they should be removed or not.

### Deliverables

- Concrete Test Results (PDF).

### Assumptions

- Determination regarding final disposition of the box culverts (to remain in place or be removed and replaced) will be based on the seepage mitigation measure selected for this segment of SBEL. A measure such as a cutoff wall will require removal and replacement of the box culverts.

### OPTIONAL TASK 4 – PUMP STATION NO. 2 PENETRATIONS PRESSURE TESTS AND VIDEO INSPECTIONS

The HDR Team will conduct pressure tests and video inspections to determine the integrity of the six existing 54-inch pipe penetrations through SBEL. Results from the pressure tests and video inspection will be used to assess the conditions of the existing penetrations and determine if they should be removed or not.

**Deliverables**

- Technical Memorandum summarizing the results of the CCTV video inspection and overall condition assessments of the pipes (PDF).

**Assumptions**

- Existing penetrations are not cracked and/or damaged. Cracked and/or damaged penetrations may create a seepage path through the levee embankment that would require repair by the local maintaining agency.
- Permission to conduct pressure tests and video inspections will be coordinated with SBFCA and DWR.
- It is assumed that the pipes can be easily access for cleaning and CCTV video inspection
- Sedimentation in pipes is not heavy such that cleaning can be completed in 1.5 days.
- A water source is available on site for cleaning of the pipes.

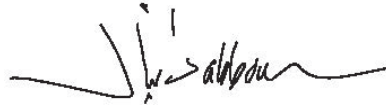
**Fee Estimate**

Attached please find HDR's fee estimate for the scope of work described herein.

Sincerely,  
HDR Engineering, Inc.



Holly L.L. Kennedy, PE (CA)  
Senior Vice President



Daniel Jabbour, PE (CA)  
Project Manager

Sutter Butte Flood Control Agency

EXHIBIT A

Sutter Bypass Ease Levee

Analysis and Design

| No.   | Task Description   | HDR        | AECOM      | MMH        | Egbert    | JEM       | Total Costs |
|---|--|------------|------------|------------|-----------|-----------|-------------|
| Geotechnical and Civil Analysis, Design, and Agency Support |  |            |            |            |           |           |             |
| 1   | Project Management   |            |            |            |           |           |             |
| 1.1   | Project Management (24 months)   | \$ 43,859  | \$ 30,155  | \$ 12,713  | \$ -      | \$ -      | \$ 86,727   |
| 1.2   | Invoicing and Progress Reports (24 months)                                 | \$ 16,739  | \$ 14,689  | \$ 14,937  | \$ -      | \$ -      | \$ 46,365   |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   | Subtotal Project Management  | \$ 60,598  | \$ 44,844  | \$ 27,651  | \$ -      | \$ -      | \$ 133,092  |
| 2   | Element 1 - Data Collection  |            |            |            |           |           |             |
| 2.1   | Data Collection and Review   | \$ 6,471   | \$ 16,472  | \$ 10,855  | \$ -      | \$ -      | \$ 33,798   |
| 2.2   | Site Visit   | \$ 4,047   | \$ 4,117   | \$ 2,724   | \$ -      | \$ -      | \$ 10,888   |
| 2.3   | Surveys (Topographic, Planimetric, and Aerial)                             | \$ 5,490   | \$ -       | \$ 90,756  | \$ -      | \$ -      | \$ 96,246   |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   | Subtotal Element 1 - Data Collection                                       | \$ 16,008  | \$ 20,589  | \$ 104,334 | \$ -      | \$ -      | \$ 140,932  |
| 3   | Element 1 - Alternatives Analysis & Basis of Design                        |            |            |            |           |           |             |
| 3.1   | Design Criteria Memorandum   | \$ 14,076  | \$ 19,885  | \$ 4,702   | \$ -      | \$ -      | \$ 38,663   |
| 3.2   | Basis of Design Report   | \$ 11,934  | \$ 19,885  | \$ 6,652   | \$ -      | \$ -      | \$ 38,470   |
| 3.3   | Alternatives Analysis and Report   | \$ 30,853  | \$ 19,885  | \$ 9,715   | \$ -      | \$ -      | \$ 60,452   |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   | Subtotal Element 1 - Alternatives Analysis & Basis of Design               | \$ 56,862  | \$ 59,655  | \$ 21,068  | \$ -      | \$ -      | \$ 137,585  |
| 4   | Element 1 - Geotechnical Analysis and Design                               |            |            |            |           |           |             |
| 4.1   | Geotechnical Analysis in Support of Design                                 | \$ 2,661   | \$ 43,382  | \$ -       | \$ -      | \$ -      | \$ 46,043   |
| 4.2   | Recommendations for 35% Design   | \$ 3,991   | \$ 40,363  | \$ -       | \$ -      | \$ -      | \$ 44,354   |
| 4.3   | Recommendations for 65% Design and Draft GBODR                             | \$ 3,991   | \$ 40,363  | \$ -       | \$ -      | \$ -      | \$ 44,354   |
| 4.4   | Recommendation for 90% Design and Draft GBODR                              | \$ 3,991   | \$ 23,395  | \$ -       | \$ -      | \$ -      | \$ 27,386   |
| 4.5   | Final GBODR  | \$ 2,661   | \$ 13,454  | \$ -       | \$ -      | \$ -      | \$ 16,115   |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   |  | \$ -       | \$ -       | \$ -       | \$ -      | \$ -      | \$ -        |
|   | Subtotal Element 1 - Geotechnical Analysis and Design                      | \$ 17,293  | \$ 160,958 | \$ -       | \$ -      | \$ -      | \$ 178,251  |
| 5   | Element 1 - Civil Analysis and Design                                      |            |            |            |           |           |             |
| 5.1   | 35% Plans, Spec TOC, DDR, and OPCC   | \$ 108,320 | \$ 8,485   | \$ 61,844  | \$ -      | \$ -      | \$ 178,649  |
| 5.2   | 65% Plans, Specs, DDR, and OPCC  | \$ 130,447 | \$ 8,485   | \$ 39,104  | \$ -      | \$ -      | \$ 178,036  |
| 5.3   | 90% Plans, Specs, DDR, and OPCC  | \$ 122,139 | \$ 5,657   | \$ 26,972  | \$ -      | \$ -      | \$ 154,768  |
| 5.4   | 100% Plans, Specs, DDR and OPCC  | \$ 98,531  | \$ 5,657   | \$ 20,822  | \$ -      | \$ -      | \$ 125,009  |
| 5.5   | Constructon Documents  | \$ 24,222  | \$ -       | \$ 12,173  | \$ -      | \$ -      | \$ 36,395   |
| 5.6   | Project Description  | \$ 14,667  | \$ -       | \$ 12,739  | \$ -      | \$ -      | \$ 27,405   |
| 5.7   | Bid Support  | \$ -       | \$ 5,657   | \$ 16,402  | \$ -      | \$ -      | \$ 22,059   |
|   | Subtotal Civil Analysis and Design   | \$ 498,326 | \$ 33,939  | \$ 190,055 | \$ -      | \$ -      | \$ 722,320  |
| 6   | Element 2 - Right-of-Way Support   |            |            |            |           |           |             |
| 6.1   | Real Estate Plan and ROW Support   | \$ 2,661   | \$ -       | \$ 54,483  | \$ -      | \$ -      | \$ 57,144   |
| 6.2   | Environmental Site Assessments   | \$ 34,847  | \$ -       | \$ -       | \$ -      | \$ -      | \$ 34,847   |
| 6.3   | Preliminary Title Reports (Total of 12)                                    | \$ -       | \$ -       | \$ 35,367  | \$ -      | \$ -      | \$ 35,367   |
| 6.4   | Plats and Descriptions for TCE (Assume 2 parcels or TCE locations)         | \$ -       | \$ -       | \$ 19,348  | \$ -      | \$ -      | \$ 19,348   |
| 6.5   | Record of Survey and Field Staking of ROW Limits (Assume 2 parcels or TCE) | \$ -       | \$ -       | \$ 29,714  | \$ -      | \$ -      | \$ 29,714   |
|   | Subtotal Right-of-Way Support  | \$ 37,508  | \$ -       | \$ 138,912 | \$ -      | \$ -      | \$ 176,420  |
| 7   | Team Coordination  |            |            |            |           |           |             |
| 7.1   | SBFCA Team Coordination  | \$ 32,152  | \$ 41,171  | \$ 21,672  | \$ -      | \$ -      | \$ 94,995   |
| 7.2   | Agency and Stackholder Coordination  | \$ 28,223  | \$ 20,586  | \$ 15,309  | \$ -      | \$ -      | \$ 64,117   |
| 7.3   | Milestone Meetings w/SBFCA and DWR (9 meetings)                            | \$ 31,748  | \$ 23,159  | \$ 18,654  | \$ -      | \$ -      | \$ 73,561   |
| 7.4   | Milestone Meetings w/USACE SAR and Response to Comments (4 meetings)       | \$ 17,581  | \$ 24,703  | \$ 9,185   | \$ -      | \$ -      | \$ 51,469   |
| 7.5   | Constructability and Team Reviews  | \$ -       | \$ -       | \$ -       | \$ 32,972 | \$ 16,000 | \$ 48,972   |
|   | Subtotal Team Coordination   | \$ 109,703 | \$ 109,619 | \$ 64,821  | \$ 32,972 | \$ 16,000 | \$ 333,114  |
| 8   | Optional Tasks   |            |            |            |           |           |             |
| 8.1   | Explorations at Pump Station No. 2   | \$ -       | \$ 40,069  | \$ -       | \$ -      | \$ -      | \$ 40,069   |
| 8.2   | Levee Material Testing   | \$ 2,661   | \$ 39,434  | \$ -       | \$ -      | \$ -      | \$ 42,095   |
| 8.3   | Box Culvert Concrete Testing   | \$ 1,330   | \$ 17,059  | \$ 1,084   | \$ -      | \$ -      | \$ 19,472   |
| 8.4   | Pump Station No. 2 Penetrations Pressure Tests and Video Inspections       | \$ 1,330   | \$ 23,673  | \$ 1,084   | \$ -      | \$ -      | \$ 26,087   |
|   |  | \$ -       | \$ 40,235  | \$ -       | \$ -      | \$ -      | \$ 40,235   |
|   |  | \$ 5,321   | \$ 160,469 | \$ 2,167   | \$ -      | \$ -      | \$ 167,958  |
| Subconsultant Markup (2.5%)                                 |  |            |            |            |           |           | \$29,701    |
| Subtotal Effort   |  | \$801,619  | \$590,073  | \$549,009  | \$32,972  | \$16,000  | \$1,989,673 |
| Subtotal Effort w/ Sub Markup                               |  | \$831,321  | \$590,073  | \$549,009  | \$32,972  | \$16,000  | \$2,019,374 |



| Sutter Butte Flood Control Agency<br>Sutter Bypass Ease Levee<br>HDR - Civil Analysis and Design and ESAs |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
|---|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|--------|----------|-------------|------------------|-----------|------------|
| No.   | Task Description   | Labor  |        |        |        |        |        |        |        |        |        |       |        |          | Total Hours | Total Labor (\$) | Expenses  | Total      |
|   |  | E7     | E6     | E5     | E4     | E3     | E2     | E1     | T4     | T3     | T2     | T1    | Acct   | Clerical |             |                  |           |            |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
|   | 2022 Rates   | 307.93 | 254.41 | 229.63 | 203.56 | 160.49 | 137.00 | 116.13 | 151.36 | 131.79 | 121.33 | 92.64 | 137.00 | 117.87   |             |                  | 8%        |            |
| Engineering and Closeout  |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 1   | Project Management   |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 1.1   | Project Management (24 months)   | 96     |        |        |        |        |        |        |        |        |        |       | 60     | 24       | 180         | \$ 40,610        | \$ 3,249  | \$ 43,859  |
| 1.2   | Invoicing and Progress Reports (24 months)                                 | 32     |        |        |        |        |        |        |        |        |        |       | 24     | 20       | 76          | \$ 15,499        | \$ 1,240  | \$ 16,739  |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
|   | Subtotal Project Management  | 128    | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 84     | 44       | 256         | \$ 56,109        | \$ 4,489  | \$ 60,598  |
| 2   | Element 1 - Data Collection  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 2.1   | Data Collection and Review   | 4      | 4      |        |        | 12     |        |        |        | 12     |        |       |        |          | 32          | \$ 5,992         | \$ 479    | \$ 6,471   |
| 2.2   | Site Visit   | 8      |        |        |        | 8      |        |        |        |        |        |       |        |          | 16          | \$ 3,747         | \$ 300    | \$ 4,047   |
| 2.3   | Surveys (Topographic, Planimetric, and Aerial)                             | 4      | 8      |        |        |        |        |        |        | 12     |        |       |        |          | 24          | \$ 5,083         | \$ 407    | \$ 5,490   |
|   | Subtotal Element 1 - Data Collection                                       | 16     | 12     | 0      | 0      | 20     | 0      | 0      | 24     | 0      | 0      | 0     | 0      | 0        | 72          | \$ 14,822        | \$ 1,186  | \$ 16,008  |
| 3   | Element 1 - Alternatives Analysis & Basis of Design                        |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 3.1   | Design Criteria Memorandum   | 32     | 4      |        |        | 12     |        |        |        |        |        |       |        | 2        | 50          | \$ 13,033        | \$ 1,043  | \$ 14,076  |
| 3.2   | Basis of Design Report   | 16     | 8      |        |        | 24     |        |        |        |        |        |       |        | 2        | 50          | \$ 11,050        | \$ 884    | \$ 11,934  |
| 3.3   | Alternatives Analysis and Report   | 32     | 32     |        |        | 60     |        |        |        |        |        |       |        | 8        | 132         | \$ 28,567        | \$ 2,285  | \$ 30,853  |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
|   | Subtotal Element 1 - Alternatives Analysis & Basis of Design               | 80     | 44     | 0      | 0      | 96     | 0      | 0      | 0      | 0      | 0      | 0     | 0      | 12       | 232         | \$ 52,650        | \$ 4,212  | \$ 56,862  |
| 4   | Element 1 - Geotechnical Analysis and Design                               |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 4.1   | Geotechnical Analysis in Support of Design                                 | 8      |        |        |        |        |        |        |        |        |        |       |        |          | 8           | \$ 2,463         | \$ 197    | \$ 2,661   |
| 4.2   | Recommendations for 35% Design   | 12     |        |        |        |        |        |        |        |        |        |       |        |          | 12          | \$ 3,695         | \$ 296    | \$ 3,991   |
| 4.3   | Recommendations for 65% Design and Draft GBODR                             | 12     |        |        |        |        |        |        |        |        |        |       |        |          | 12          | \$ 3,695         | \$ 296    | \$ 3,991   |
| 4.4   | Recommendation for 90% Design and Draft GBODR                              | 12     |        |        |        |        |        |        |        |        |        |       |        |          | 12          | \$ 3,695         | \$ 296    | \$ 3,991   |
| 4.5   | Final GBODR  | 8      |        |        |        |        |        |        |        |        |        |       |        |          | 8           | \$ 2,463         | \$ 197    | \$ 2,661   |
|   | Subtotal Element 1 - Geotechnical Analysis and Design                      | 52     | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 0      | 0        | 52          | \$ 16,012        | \$ 1,281  | \$ 17,293  |
| 5   | Element 1 - Civil Analysis and Design                                      |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 5.1   | 35% Plans, Spec TOC, DDR, and OPCC   | 24     | 80     |        |        | 220    |        |        |        | 80     | 180    |       |        | 12       | 596         | \$ 100,296       | \$ 8,024  | \$ 108,320 |
| 5.2   | 65% Plans, Specs, DDR, and OPCC  | 32     | 80     |        |        | 280    |        |        |        | 100    | 210    |       |        | 24       | 726         | \$ 120,785       | \$ 9,663  | \$ 130,447 |
| 5.3   | 90% Plans, Specs, DDR, and OPCC  | 26     | 80     |        |        | 260    |        |        |        | 100    | 190    |       |        | 24       | 680         | \$ 113,091       | \$ 9,047  | \$ 122,139 |
| 5.4   | 100% Plans, Specs, DDR and OPCC  | 24     | 80     |        |        | 200    |        |        |        | 80     | 132    |       |        | 16       | 532         | \$ 91,232        | \$ 7,299  | \$ 98,531  |
| 5.5   | Constructon Documents  | 16     | 24     |        |        | 32     |        |        |        | 8      | 24     |       |        | 16       | 120         | \$ 22,428        | \$ 1,794  | \$ 24,222  |
| 5.6   | Project Description  | 24     |        |        |        | 32     |        |        |        |        | 8      |       |        |          | 64          | \$ 13,580        | \$ 1,086  | \$ 14,667  |
| 5.7   | Bid Support  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
|   | Subtotal Civil Analysis and Design   | 146    | 344    | 0      | 0      | 1,024  | 0      | 0      | 368    | 744    | 0      | 0     | 0      | 92       | 2,718       | \$ 461,413       | \$ 36,913 | \$ 498,326 |
| 6   | Element 2 - Right-of-Way Support   |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 6.1   | Real Estate Plan and ROW Support   | 8      |        |        |        |        |        |        |        |        |        |       |        |          | 8           | \$ 2,463         | \$ 197    | \$ 2,661   |
| 6.2   | Environmental Site Assessments   | 4      | 32     |        |        | 120    |        |        |        |        | 24     |       |        | 4        | 184         | \$ 32,266        | \$ 2,581  | \$ 34,847  |
| 6.3   | Preliminary Title Reports (Total of 12)                                    |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 6.4   | Plats and Descriptions for TCE (Assume 2 parcels or TCE locations)         |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 6.5   | Record of Survey and Field Staking of ROW Limits (Assume 2 parcels or TCE) |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
|   | Subtotal Right-of-Way Support  | 12     | 32     | 0      | 0      | 120    | 0      | 0      | 0      | 24     | 0      | 0     | 0      | 4        | 192         | \$ 34,730        | \$ 2,778  | \$ 37,508  |
| 7   | Team Coordination  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 7.1   | SBFCA Team Coordination  | 80     |        |        |        | 32     |        |        |        |        |        |       |        |          | 112         | \$ 29,770        | \$ 2,382  | \$ 32,152  |
| 7.2   | Agency and Stackholder Coordination  | 72     | 8      |        |        | 12     |        |        |        |        |        |       |        |          | 92          | \$ 26,132        | \$ 2,091  | \$ 28,223  |
| 7.3   | Milestone Meetings w/SBFCA and DWR (9 meetings)                            | 60     | 24     |        |        | 30     |        |        |        |        |        |       |        |          | 114         | \$ 29,396        | \$ 2,352  | \$ 31,748  |
| 7.4   | Milestone Meetings w/USACE SAR and Response to Comments (4 meetings)       | 40     | 8      |        |        | 12     |        |        |        |        |        |       |        |          | 60          | \$ 16,278        | \$ 1,302  | \$ 17,581  |
| 7.5   | Constructability and Team Reviews  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
|   | Subtotal Team Coordination   | 252    | 40     | 0      | 0      | 86     | 0      | 0      | 0      | 0      | 0      | 0     | 0      | 0        | 378         | \$ 101,577       | \$ 8,126  | \$ 109,703 |
|   | Optional Tasks   |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |           |            |
| 8.1   | Explorations at Pump Station No. 2   |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 8.2   | Levee Material Testing   | 8      |        |        |        |        |        |        |        |        |        |       |        |          | 8           | \$ 2,463         | \$ 197    | \$ 2,661   |
| 8.3   | Box Culvert Concrete Testing   | 4      |        |        |        |        |        |        |        |        |        |       |        |          | 4           | \$ 1,232         | \$ 99     | \$ 1,330   |
| 8.4   | Pump Station No. 2 Penetrations Pressure Tests and Video Inspections       | 4      |        |        |        |        |        |        |        |        |        |       |        |          | 4           | \$ 1,232         | \$ 99     | \$ 1,330   |
|   | Subtotal Subtotal Optional Tasks   | 16     | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 0      | 0        | 16          | \$ 4,927         | \$ 394    | \$ 5,321   |
| TOTAL EFFORT  |  | 702    | 472    | 0      | 0      | 1,346  | 0      | 0      | 392    | 768    | 0      | 0     | 84     | 152      | 3,916       | \$ 742,240       | \$ 59,379 | \$ 801,619 |



| Sutter Butte Flood Control Agency<br>Sutter Bypass Ease Levee<br>AECOM - Geotechnical Analysis and Design |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
|---|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|--------|----------|-------------|------------------|------------|------------|
| No.   | Task Description   | Labor  |        |        |        |        |        |        |        |        |        |       |        |          | Total Hours | Total Labor (\$) | Expenses   | Total      |
|   |  | E7     | E6     | E5     | E4     | E3     | E2     | E1     | T4     | T3     | T2     | T1    | Acct   | Clerical |             |                  |            |            |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
|   | Rates  | 298.35 | 243.96 | 221.66 | 178.17 | 155.74 | 136.40 | 128.13 | 155.06 | 131.45 | 110.94 | 79.87 | 134.17 | 103.11   |             |                  | 8%         |            |
| Engineering and Closeout  |  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 1   | Project Management   |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 1.1   | Project Management (24 months)   | 72     |        |        |        |        |        |        |        |        |        |       | 48     |          | 120         | \$ 27,921        | \$ 2,234   | \$ 30,155  |
| 1.2   | Invoicing and Progress Reports (24 months)                                 | 24     |        |        |        |        |        |        |        |        |        |       | 48     |          | 72          | \$ 13,601        | \$ 1,088   | \$ 14,689  |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
|   | Subtotal Project Management  | 96     | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 96     | 0        | 192         | \$ 41,522        | \$ 3,322   | \$ 44,844  |
| 2   | Element 1 - Data Collection  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 2.1   | Data Collection and Review   | 16     |        |        | 24     |        |        |        | 40     |        |        |       |        |          | 80          | \$ 15,252        | \$ 1,220   | \$ 16,472  |
| 2.2   | Site Visit   | 8      |        |        | 8      |        |        |        |        |        |        |       |        |          | 16          | \$ 3,812         | \$ 305     | \$ 4,117   |
| 2.3   | Surveys (Topographic, Planimetric, and Aerial)                             |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
|   | Subtotal Element 1 - Data Collection                                       | 24     | 0      | 0      | 32     | 0      | 0      | 0      | 40     | 0      | 0      | 0     | 0      | 0        | 96          | \$ 19,064        | \$ 1,525   | \$ 20,589  |
| 3   | Element 1 - Alternatives Analysis & Basis of Design                        |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 3.1   | Design Criteria Memorandum   | 16     |        |        | 32     |        | 40     |        | 16     |        |        |       |        |          | 104         | \$ 18,412        | \$ 1,473   | \$ 19,885  |
| 3.2   | Basis of Design Report   | 16     |        |        | 32     |        | 40     |        | 16     |        |        |       |        |          | 104         | \$ 18,412        | \$ 1,473   | \$ 19,885  |
| 3.3   | Alternatives Analysis and Report   | 16     |        |        | 32     |        | 40     |        | 16     |        |        |       |        |          | 104         | \$ 18,412        | \$ 1,473   | \$ 19,885  |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
|   | Subtotal Element 1 - Alternatives Analysis & Basis of Design               | 48     | 0      | 0      | 96     | 0      | 120    | 0      | 48     | 0      | 0      | 0     | 0      | 0        | 312         | \$ 55,236        | \$ 4,419   | \$ 59,655  |
| 4   | Element 1 - Geotechnical Analysis and Design                               |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 4.1   | Geotechnical Analysis in Support of Design                                 | 32     |        |        | 80     |        | 120    |        |        |        |        |       |        |          | 232         | \$ 40,169        | \$ 3,214   | \$ 43,382  |
| 4.2   | Recommendations for 35% Design   | 24     |        |        | 60     |        | 120    |        |        | 24     |        |       |        |          | 228         | \$ 37,373        | \$ 2,990   | \$ 40,363  |
| 4.3   | Recommendations for 65% Design and Draft GBODR                             | 24     |        |        | 60     |        | 120    |        |        | 24     |        |       |        |          | 228         | \$ 37,373        | \$ 2,990   | \$ 40,363  |
| 4.4   | Recommendation for 90% Design and Draft GBODR                              | 16     |        |        | 40     |        | 60     |        |        | 12     |        |       |        |          | 128         | \$ 21,662        | \$ 1,733   | \$ 23,395  |
| 4.5   | Final GBODR  | 8      |        |        | 20     |        | 40     |        |        | 8      |        |       |        |          | 76          | \$ 12,458        | \$ 997     | \$ 13,454  |
|   | Subtotal Element 1 - Geotechnical Analysis and Design                      | 104    | 0      | 0      | 260    | 0      | 460    | 0      | 0      | 68     | 0      | 0     | 0      | 0        | 892         | \$ 149,035       | \$ 11,923  | \$ 160,958 |
| 5   | Element 1 - Civil Analysis and Design                                      |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 5.1   | 35% Plans, Spec TOC, DDR, and OPCC   | 12     |        |        | 24     |        |        |        |        |        |        |       |        |          | 36          | \$ 7,856         | \$ 629     | \$ 8,485   |
| 5.2   | 65% Plans, Specs, DDR, and OPCC  | 12     |        |        | 24     |        |        |        |        |        |        |       |        |          | 36          | \$ 7,856         | \$ 629     | \$ 8,485   |
| 5.3   | 90% Plans, Specs, DDR, and OPCC  | 8      |        |        | 16     |        |        |        |        |        |        |       |        |          | 24          | \$ 5,238         | \$ 419     | \$ 5,657   |
| 5.4   | 100% Plans, Specs, DDR and OPCC  | 8      |        |        | 16     |        |        |        |        |        |        |       |        |          | 24          | \$ 5,238         | \$ 419     | \$ 5,657   |
| 5.5   | Constructon Documents  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
| 5.6   | Project Description  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
| 5.7   | Bid Support  | 8      |        |        | 16     |        |        |        |        |        |        |       |        |          | 24          | \$ 5,238         | \$ 419     | \$ 5,657   |
|   | Subtotal Civil Analysis and Design   | 48     | 0      | 0      | 96     | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 0      | 0        | 144         | \$ 31,425        | \$ 2,514   | \$ 33,939  |
| 6   | Element 2 - Right-of-Way Support   |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 6.1   | Real Estate Plan and ROW Support   |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
| 6.2   | Environmental Site Assessments   |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
| 6.3   | Preliminary Title Reports (Total of 12)                                    |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
| 6.4   | Plats and Descriptions for TCE (Assume 2 parcels or TCE locations)         |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
| 6.5   | Record of Survey and Field Staking of ROW Limits (Assume 2 parcels or TCE) |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
|   | Subtotal Right-of-Way Support  | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 0      | 0        | 0           | \$ -             | \$ -       | \$ -       |
| 7   | Team Coordination  |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 7.1   | SBFCA Team Coordination  | 80     |        |        | 80     |        |        |        |        |        |        |       |        |          | 160         | \$ 38,122        | \$ 3,050   | \$ 41,171  |
| 7.2   | Agency and Stackholder Coordination  | 40     |        |        | 40     |        |        |        |        |        |        |       |        |          | 80          | \$ 19,061        | \$ 1,525   | \$ 20,586  |
| 7.3   | Milestone Meetings w/SBFCA and DWR (9 meetings)                            | 45     |        |        | 45     |        |        |        |        |        |        |       |        |          | 90          | \$ 21,443        | \$ 1,715   | \$ 23,159  |
| 7.4   | Milestone Meetings w/USACE SAR and Response to Comments (4 meetings)       | 48     |        |        | 48     |        |        |        |        |        |        |       |        |          | 96          | \$ 22,873        | \$ 1,830   | \$ 24,703  |
| 7.5   | Constructability and Team Reviews  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ -             | \$ -       | \$ -       |
|   | Subtotal Team Coordination   | 213    | 0      | 0      | 213    | 0      | 0      | 0      | 0      | 0      | 0      | 0     | 0      | 0        | 426         | \$ 101,499       | \$ 8,120   | \$ 109,619 |
| 8   | Optional Tasks   |        |        |        |        |        |        |        |        |        |        |       |        |          |             |                  |            |            |
| 8.1   | Explorations at Pump Station No. 2   |        |        |        | 16     |        | 12     |        |        |        |        |       | 2      |          | 30          | \$ 4,694         | \$ 35,375  | \$ 40,069  |
| 8.2   | Levee Material Testing   | 4      |        |        | 16     | 60     | 60     |        |        | 8      |        |       |        |          | 148         | \$ 22,624        | \$ 16,810  | \$ 39,434  |
| 8.3   | Box Culvert Concrete Testing   | 4      |        |        | 4      |        |        |        |        |        |        |       |        |          | 8           | \$ 1,906         | \$ 15,152  | \$ 17,059  |
| 8.4   | Pump Station No. 2 Penetrations Pressure Tests and Video Inspections       | 4      |        |        | 20     |        | 24     |        |        |        |        |       |        |          | 48          | \$ 8,030         | \$ 15,642  | \$ 23,673  |
|   |  |        |        |        |        |        |        |        |        |        |        |       |        |          | 0           | \$ 37,254        | \$ 2,980   | \$ 40,235  |
|   | Subtotal Subtotal Optional Tasks   | 12     | 0      | 0      | 56     | 60     | 96     | 0      | 0      | 8      | 0      | 0     | 0      | 2        | 234         | \$ 74,509        | \$ 85,961  | \$ 160,469 |
| TOTAL EFFORT  |  | 545    | 0      | 0      | 753    | 60     | 676    | 0      | 88     | 76     | 0      | 0     | 96     | 2        | 2,296       | \$ 472,290       | \$ 117,783 | \$ 590,073 |

Sutter Butte Flood Control Agency  
Sutter Bypass Ease Levee  
MHM - Utilities Design, ROW, and Surveying

EXHIBIT A

| No.                      | Task Description   | Labor  |        |        |        |        |        |    |        |    |    |    |        |        |          | Total Hours | Total Labor (\$) | Expenses  | Total      |
|--------------------------|--|--------|--------|--------|--------|--------|--------|----|--------|----|----|----|--------|--------|----------|-------------|------------------|-----------|------------|
|                          |  | E7     | E6     | E5     | E4     | E3     | E2     | E1 | T4     | T3 | T2 | T1 | Survey | Acct   | Clerical |             |                  |           |            |
|                          |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
|                          |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
|                          | Rates  | 258.00 | 213.00 | 190.50 | 177.50 | 169.50 | 148.00 |    | 190.50 |    |    |    | 308.00 | 147.00 | 117.50   |             |                  | 5%        |            |
| Engineering and Closeout |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 1                        | Project Management   |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 1.1                      | Project Management (24 months)   | 36     |        |        |        |        |        |    |        |    |    |    |        |        | 24       | 60          | \$ 12,108        | \$ 605    | \$ 12,713  |
| 1.2                      | Invoicing and Progress Reports (24 months)                                 | 36     |        |        |        |        |        |    |        |    |    |    |        |        | 12       | 72          | \$ 14,226        | \$ 711    | \$ 14,937  |
|                          |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
|                          |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
|                          | Subtotal Project Management  | 72     | 0      | 0      | 0      | 0      | 0      | 0  | 0      | 0  | 0  | 0  | 0      | 24     | 36       | 132         | \$ 26,334        | \$ 1,317  | \$ 27,651  |
| 2                        | Element 1 - Data Collection  |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 2.1                      | Data Collection and Review   | 12     | 24     |        | 12     |        |        |    |        |    |    |    |        |        |          | 48          | \$ 10,338        | \$ 517    | \$ 10,855  |
| 2.2                      | Site Visit   | 4      | 4      |        | 4      |        |        |    |        |    |    |    |        |        |          | 12          | \$ 2,594         | \$ 130    | \$ 2,724   |
| 2.3                      | Surveys (Topographic, Planimetric, and Aerial)                             | 8      | 48     | 24     | 64     |        | 16     |    | 32     |    |    |    | 160    |        | 4        | 356         | \$ 86,434        | \$ 4,322  | \$ 90,756  |
|                          | Subtotal Element 1 - Data Collection                                       | 24     | 76     | 24     | 80     | 0      | 16     | 0  | 32     | 0  | 0  | 0  | 160    | 0      | 4        | 416         | \$ 99,366        | \$ 4,968  | \$ 104,334 |
| 3                        | Element 1 - Alternatives Analysis & Basis of Design                        |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 3.1                      | Design Criteria Memorandum   | 8      | 8      |        | 4      |        |        |    |        |    |    |    |        |        |          | 20          | \$ 4,478         | \$ 224    | \$ 4,702   |
| 3.2                      | Basis of Design Report   | 12     | 8      |        | 6      |        |        |    |        |    |    |    |        |        | 4        | 30          | \$ 6,335         | \$ 317    | \$ 6,652   |
| 3.3                      | Alternatives Analysis and Report   | 16     | 12     |        | 8      | 4      |        |    |        |    |    |    |        |        | 4        | 44          | \$ 9,252         | \$ 463    | \$ 9,715   |
|                          |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
|                          |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
|                          | Subtotal Element 1 - Alternatives Analysis & Basis of Design               | 36     | 28     | 0      | 18     | 4      | 0      | 0  | 0      | 0  | 0  | 0  | 0      | 0      | 8        | 94          | \$ 20,065        | \$ 1,003  | \$ 21,068  |
| 4                        | Element 1 - Geotechnical Analysis and Design                               |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 4.1                      | Geotechnical Analysis in Support of Design                                 |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 4.2                      | Recommendations for 35% Design   |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 4.3                      | Recommendations for 65% Design and Draft GBODR                             |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 4.4                      | Recommendation for 90% Design and Draft GBODR                              |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 4.5                      | Final GBODR  |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
|                          | Subtotal Element 1 - Geotechnical Analysis and Design                      | 0      | 0      | 0      | 0      | 0      | 0      | 0  | 0      | 0  | 0  | 0  | 0      | 0      | 0        | 0           | \$ -             | \$ -      | \$ -       |
| 5                        | Element 1 - Civil Analysis and Design                                      |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 5.1                      | 35% Plans, Spec TOC, DDR, and OPCC   | 38     | 60     |        | 90     | 120    |        |    |        |    |    |    |        |        |          | 308         | \$ 58,899        | \$ 2,945  | \$ 61,844  |
| 5.2                      | 65% Plans, Specs, DDR, and OPCC  | 28     | 40     |        | 60     | 64     |        |    |        |    |    |    |        |        |          | 192         | \$ 37,242        | \$ 1,862  | \$ 39,104  |
| 5.3                      | 90% Plans, Specs, DDR, and OPCC  | 24     | 20     |        | 40     | 48     |        |    |        |    |    |    |        |        |          | 132         | \$ 25,688        | \$ 1,284  | \$ 26,972  |
| 5.4                      | 100% Plans, Specs, DDR and OPCC  | 20     | 20     |        | 30     | 30     |        |    |        |    |    |    |        |        |          | 100         | \$ 19,830        | \$ 992    | \$ 20,822  |
| 5.5                      | Constructon Documents  | 18     | 8      |        | 20     | 10     |        |    |        |    |    |    |        |        |          | 56          | \$ 11,593        | \$ 580    | \$ 12,173  |
| 5.6                      | Project Description  | 20     |        |        | 24     | 16     |        |    |        |    |    |    |        |        |          | 60          | \$ 12,132        | \$ 607    | \$ 12,739  |
| 5.7                      | Bid Support  | 30     | 12     |        | 30     |        |        |    |        |    |    |    |        |        |          | 72          | \$ 15,621        | \$ 781    | \$ 16,402  |
|                          | Subtotal Civil Analysis and Design   | 178    | 160    | 0      | 294    | 288    | 0      | 0  | 0      | 0  | 0  | 0  | 0      | 0      | 0        | 920         | \$ 181,005       | \$ 9,050  | \$ 190,055 |
| 6                        | Element 2 - Right-of-Way Support   |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 6.1                      | Real Estate Plan and ROW Support   | 36     | 40     | 36     | 24     |        | 16     |    |        |    |    |    | 60     |        | 18       | 230         | \$ 51,889        | \$ 2,594  | \$ 54,483  |
| 6.2                      | Environmental Site Assessments   |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 6.3                      | Preliminary Title Reports (Total of 12)                                    | 4      | 8      | 10     |        |        |        |    |        |    |    |    |        |        | 4        | 26          | \$ 5,111         | \$ 30,256 | \$ 35,367  |
| 6.4                      | Plats and Descriptions for TCE (Assume 2 parcels or TCE locations)         | 4      | 32     | 16     |        |        | 16     |    |        |    |    |    | 16     |        | 2        | 86          | \$ 18,427        | \$ 921    | \$ 19,348  |
| 6.5                      | Record of Survey and Field Staking of ROW Limits (Assume 2 parcels or TCE) | 6      | 32     | 40     |        |        | 40     |    |        |    |    |    | 20     |        | 2        | 140         | \$ 28,299        | \$ 1,415  | \$ 29,714  |
|                          | Subtotal Right-of-Way Support  | 50     | 112    | 102    | 24     | 0      | 72     | 0  | 0      | 0  | 0  | 0  | 96     | 0      | 26       | 482         | \$ 103,726       | \$ 35,186 | \$ 138,912 |
| 7                        | Team Coordination  |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 7.1                      | SBFCA Team Coordination  | 80     |        |        |        |        |        |    |        |    |    |    |        |        |          | 80          | \$ 20,640        | \$ 1,032  | \$ 21,672  |
| 7.2                      | Agency and Stackholder Coordination  | 40     | 20     |        |        |        |        |    |        |    |    |    |        |        |          | 60          | \$ 14,580        | \$ 729    | \$ 15,309  |
| 7.3                      | Milestone Meetings w/SBFCA and DWR (9 meetings)                            | 54     | 18     |        |        |        |        |    |        |    |    |    |        |        |          | 72          | \$ 17,766        | \$ 888    | \$ 18,654  |
| 7.4                      | Milestone Meetings w/USACE SAR and Response to Comments (4 meetings)       | 24     | 12     |        |        |        |        |    |        |    |    |    |        |        |          | 36          | \$ 8,748         | \$ 437    | \$ 9,185   |
| 7.5                      | Constructability and Team Reviews  |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
|                          | Subtotal Team Coordination   | 198    | 50     | 0      | 0      | 0      | 0      | 0  | 0      | 0  | 0  | 0  | 0      | 0      | 0        | 248         | \$ 61,734        | \$ 3,087  | \$ 64,821  |
| 8                        | Optional Tasks   |        |        |        |        |        |        |    |        |    |    |    |        |        |          |             |                  |           |            |
| 8.1                      | Explorations at Pump Station No. 2   |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 8.2                      | Levee Material Testing   |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
| 8.3                      | Box Culvert Concrete Testing   | 4      |        |        |        |        |        |    |        |    |    |    |        |        |          | 4           | \$ 1,032         | \$ 52     | \$ 1,084   |
| 8.4                      | Pump Station No. 2 Penetrations Pressure Tests and Video Inspections       | 4      |        |        |        |        |        |    |        |    |    |    |        |        |          | 4           | \$ 1,032         | \$ 52     | \$ 1,084   |
|                          |  |        |        |        |        |        |        |    |        |    |    |    |        |        |          | 0           | \$ -             | \$ -      | \$ -       |
|                          | Subtotal Subtotal Optional Tasks   | 8      | 0      | 0      | 0      | 0      | 0      | 0  | 0      | 0  | 0  | 0  | 0      | 0      | 0        | 8           | \$ 2,064         | \$ 103    | \$ 2,167   |
| TOTAL EFFORT             |  | 566    | 426    | 126    | 416    | 292    | 88     | 0  | 32     | 0  | 0  | 0  | 256    | 24     | 74       | 2,300       | \$ 494,294       | \$ 54,715 | \$ 549,009 |

# Rate Sheet

## HDR TEAM RATE SCHEDULE

2023



### Classification

|                     |          |          |          |
|---------------------|----------|----------|----------|
| E7                  | \$312.00 | \$298.35 | \$258.00 |
| E6                  | \$260.00 | \$243.96 | \$213.00 |
| E5                  | \$230.00 | \$221.66 | \$190.50 |
| E4                  | \$204.00 | \$178.17 | \$177.50 |
| E3                  | \$171.00 | \$155.74 | \$169.50 |
| E2                  | \$137.00 | \$136.40 | \$148.00 |
| E1                  | \$116.00 | \$128.13 | \$139.50 |
| T4                  | \$165.00 | \$155.06 | \$190.50 |
| T3                  | \$147.00 | \$131.45 | \$132.50 |
| T2                  | \$121.00 | \$110.94 | \$117.50 |
| T1                  | \$93.00  | \$79.87  | \$103.00 |
| Accounting          | \$143.00 | \$134.17 | \$147.00 |
| Clerical            | \$122.00 | \$103.11 | \$117.50 |
| Survey Crew (2 man) | -        | -        | \$308.00 |

### Notes

- Hourly billing rates are effective from January 1 to December 31 and escalated by 3.5% yearly.
- Overtime will be billed at 1.5 the hourly rate shown.



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette – Executive Director

**SUBJECT:** Approval of Professional Services Agreement with Ray Costa for Independent Panel of Experts Services

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## Recommendation

Staff recommends that the Board of Directors approve the attached Professional Services Agreement for \$50,000 with Ray Costa for work associated with the Independent Panel of Experts review and oversight of the Feather River West Levee Project, Tudor Flood Risk Reduction Project, and the Sutter Bypass East Levee Repair Project.

## Background

As required by the Department of Water Resources and U.S. Army Corps of Engineers, three independent engineers were selected in 2011 to serve as the agency's Independent Panel of Experts (IPE) and have acted in that capacity since. One of our consultants, Don Babbitt, has recently retired and we need to replace him. Ray Costa has been highly recommended to replace Mr. Babbitt by the SBFCA design team, the remaining IPE members, and staff.

The Independent Panel of Experts act as an independent panel that offer guidance and recommendations on the final project design. The independent Board will serve in this capacity throughout the design, construction, and project closeout phases for all three projects listed above.

A summary of the scope of work is included in the attached agreement.

## Fiscal Impact

The approval of the above contract will obligate the Agency to pay for the associated services delivered up to the contract budget amount of \$50,000. The current available budget amount of \$173,263 for Mr. Babbitt, which is now available, will be utilized for this new contract obligation for Mr. Costa. As a result, this contract is within the appropriated expenditure limits of the approved Final Amended 2020 through 2024. Furthermore, the capital contract described above is within the current estimate for the FRWLP1 planned costs. There is no net budgetary impact from the Board's approval of the recommended action.

## Attachment:

Professional Services Agreement with Ray Costa

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into this 14 day of December, 2022, by and between Sutter-Butte Flood Control Agency ("SBFCA"), and Ray Costa P.E., ("Contractor") (each a "party" and collectively "the parties").

### **RECITALS:**

A. SBFCA has determined that it is desirable to retain a contractor for flood management services; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. SBFCA desires to retain Contractor to perform the proposed services.

### **AGREEMENT:**

SBFCA and Contractor agree as follows:

1. Scope of Services. Contractor shall provide the engineering services as described in Exhibit 'A', during the term described in Section 2, and for the compensation described in Section 3.

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement and shall continue until the project is completed as agreed or the Agreement is terminated pursuant to the provisions of Section 17, below.

3. Compensation.

A. The compensation to be paid by SBFCA to Contractor for services as described in Exhibit 'A' shall be in accordance with Contractors Rate Schedule provided in Exhibit 'B', but not to exceed fifty thousand dollars (\$50,000). Contractor shall be reimbursed for out-of-pocket expenses incurred for travel, postage and delivery, and long-distance telephone charges. Contractor shall provide SBFCA with an itemized statement of expenses by category of expense as part of each monthly billing statement.

B. SBFCA shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section 21 of this Agreement.

C. Contractor agrees to testify at SBFCA's request if litigation is brought against SBFCA in connection with Contractor's work. Unless the action is brought by Contractor or is

based upon Contractor's negligence or intentional tortious conduct, SBFCA will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit 'B'.

4. Invoice, Payments, Notices. Contractor shall submit monthly invoices for services rendered during the preceding month and expenses incurred. SBFCA shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

**If to SBFCA:**

Sutter Butte Flood Control Agency  
Michael Bessette, Executive Director  
Post Office Box M  
Yuba City, CA 95992

**If to Contractor:**

Raymond Costa, PE, GE  
Raymond Costa Consulting Engineer  
6187 Reservoir Court  
Granite Bay, CA 95746

5. Independent Contractor.

A. Contractor (including Contractor's employees) is an independent contractor and no relationship of employer-employee exists between the parties. SBFCA is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and as an independent contractor, Contractor indemnifies and holds SBFCA harmless from any and all claims that may be made against SBFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. Contractor, in the performance of its obligation hereunder, is subject to the control or direction of SBFCA as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by Contractor for accomplishing the results.

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

D. As an independent contractor and not an employee of SBFCA, Contractor shall have no right to act on behalf of SBFCA as its agent or have the authority to bind SBFCA to any obligation.

6. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to SBFCA. Contractor shall possess no authority with respect to any SBFCA decision. SBFCA is responsible for and shall make all governmental decisions related to work of Contractor.

7. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of SBFCA.

8. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products of Contractor shall become the property of SBFCA and shall be delivered to SBFCA upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work product of this Agreement to any third party, person, or entity, without prior written consent of SBFCA. Upon reasonable notice, SBFCA representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement. Contractor may not publish information obtained in connection with services rendered under this Agreement.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless SBFCA, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by SBFCA), injury, or damage arising out of the negligence, recklessness, or willful misconduct of Contractor, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.

10. Insurance. Without limiting Contractor's indemnification of SBFCA, Contractor shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:

A. Prior to commencement of this Agreement, Contractor shall provide certificates of insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the following address:

Sutter Butte Flood Control Agency  
Attn: Terra Yaney  
P.O. Box C  
Yuba City, CA 95992

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to SBFCA. All Certificates of Insurance shall provide that SBFCA shall receive thirty (30) days advance written notice of cancellation or major modification before the expiration date.

B. Insurance Required: Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

11. Professional Services: The work shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

12. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by SBFCA shall not be deemed to constitute acceptance or waiver by SBFCA of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work products are consistent with one another to produce a unified, workable, and acceptable whole functional product.

C. SBFCA shall promptly notify Contractor of any defect in Contractor's performance.

13. Audit. The following audit requirements apply from the effective date of this Agreement until three years after SBFCA's final payment:

A. Contractor shall allow SBFCA's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to SBFCA or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-Contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. SBFCA and Contractor shall be subject to the examination and audit of the State Auditor, at the request of SBFCA or as part of any audit of SBFCA. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.



C. The provisions of Section 13 shall survive the expiration or termination of this Agreement.

14. Publication of Documents and Data. Contractor shall not publish or disclose to any third party documents or data without the prior written consent of SBFCA. However, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either SBFCA or Contractor.

15. Interest of Contractor. Contractor covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to SBFCA or Contractor at the address indicated in Section 4. In the event of termination:

A. Contractor shall immediately cease rendering services pursuant to this Agreement.

B. Contractor shall deliver to SBFCA copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof. All materials provided to SBFCA upon termination become the property of SBFCA.

C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to SBFCA for damages suffered as a result of Contractor's failure to comply with the terms of this agreement.

18. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.

19. Conflict with Laws or Regulations/Severability. This agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any

conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

20. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

21. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.

22. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between SBFCA and Contractor as to the subject matter hereof and supersedes all prior oral and written agreements.

23. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

24. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of California Civil Code section 1654 shall not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

CONTRACTOR

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Contractor

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

SBFCA General Counsel

**EXHIBIT A**  
**SCOPE OF WORK**  
December 14, 2022

**1.0 General**

- 1.1 The goal of the Feather River West Levee Rehabilitation Project, the Tudor Flood Risk Reduction Project, and the Sutter Bypass East Levee Project (Projects) is to significantly reduce the risk of flooding for the Sutter-Butte basin. The Sutter Butte Flood Control Agency (SBFCA) desires a review of the critical elements of the Project to assure that the improvements achieve the intended objective and meets the USACE Safety Assurance Review (SAR) standards set out under Section 2035 of WRDA 2007. The projects must undergo an Independent External Peer Review prior to submission of the 408 request for approval to the HQUSACE. To this end, an Independent Panel of Experts (IPE) was formed with the objective of reviewing the technical supporting documentation and plans and specifications including but not limited to; geotechnical explorations and analyses, development of alternatives, hydraulics reports, and design of levee improvements. The focus of the IPE will be to ensure that good science, sound engineering, and public health, safety, and welfare are the most important factors used in guiding the engineering design and implementation of the Projects. The IPE will also assist in resolving technical issues related to design of the projects.
- 1.2 The IPE will need to review information related to the following project elements: Geotechnical reports and documentation, Hydraulics reports and documentation, Design level reports including but not limited to Basis of Design Reports and Plans and Specifications.
- 1.3 The following parties will comprise the Board of Senior Consultants:
- George Sills, P.E.  
Ray Costa, P.E., G.E.  
Thomas W. Smith. P.E., G.E.
- 1.4 The SAR 'Charge' provides guidance to IPE on the objective of the SAR and specific advice sought. The Charge for the Project is as follows.
- The SAR should be conducted to identify, examine, and comment upon assumptions that underlie analysis as well as evaluate the soundness of models and analytical methods. The IPE should bring important issues to the attention of SBFCA and USACE. IPE should evaluate whether the interpretations of analysis and the conclusions based on analysis are reasonable. However, the IPE will not present a final judgment on whether a project should be constructed or whether a particular operations plan should be implemented, as the USACE Chief of Engineers is ultimately

responsible for this final decision.

The SAR should not be expected to resolve fundamental disagreements and controversies. The IPE should aim to draw distinctions between criticisms of regulations and guidelines, and criticisms of how well the FRWLRP conformed to the regulations and guidelines. Reviews should focus on assumptions, data, methods, and models.

The SAR will assist SBFCA and USACE in making decisions, but the IPE is not being asked to make decisions. The IPE should avoid findings that become "directives" in that they call for modifications or additional studies or suggest new conclusions and recommendations. In such circumstances the IPE may have assumed the role of advisors as well as reviewers, thus introducing bias and potential conflict in their ability to provide objective review later in the project.

1.5 The SAR will address the following questions:

- a. Are the models used to assess hazards appropriate?
- b. Are the assumptions made for the hazards appropriate?
- c. Is the quality and quantity of the surveys, investigations, and engineering for the concept design in accordance with ER 1110-2-1150 sufficient to support the models and assumptions made for determining the hazards?
- d. Does the analysis adequately address the uncertainty given the consequences associated with the potential for loss of life for this type of project?
- e. Do the project features adequately address redundancy, robustness, and resiliency with an emphasis on interfaces between structures, materials, members, and project phases?
- f. From a public safety perspective, is the proposed alternative reasonably appropriate or are there other alternatives that should be considered?
- g. During construction, do the assumptions made during design remain valid through construction?
- h. For O&M manuals, do the O&M requirements adequately maintain the conditions assumed during design and validated during construction; and will the project monitoring adequately reveal any deviations from assumptions made for performance and be sufficient to evaluate any change(s) in project effectiveness?

1.6 In addressing the above questions, the IPE shall:

- a. Conduct the review for the Project in a timely manner in accordance with the Project and SAR Plan schedule;
- b. Follow the SAR Charge but when deemed appropriate by the IPE lead, request other products relevant to the project and the purpose of the review;
- c. Receive from USACE and SBFCA any engineering related public written and oral comments provided on the project;
- d. Provide timely written and oral comments throughout the development of the

- project, as requested;
- e. Assure the IPE review avoids replicating the USACE's ATR;
  - f. Offer any lessons learned to improve the review process;
  - g. Submit reports in accordance with the review plan milestones; and
  - h. The IPE lead shall be responsible for ensuring that comments represent the group, be non-attributable to individuals, and where there is lack of consensus, note the non-concurrence and why.

## 2.0 Scope of Work

### 2.1 Serve as a member of the IPE and provide the following services:

- 2.1.1 Review design reports and provide input to the team. Work with the SBFCA design team members to resolve technical issues with the USACE and DWR.
- 2.1.2 Review the Plans and Specifications and provide input to the team. Work with the SBFCA design team members to resolve technical issues with USACE and DWR.
- 2.1.3 Attend and participate in meetings of the IPE to review the project. These meetings will be scheduled to coincide with the completion of the project documents. The following activities are anticipated for each meeting:
  - 2.1.3.1 SBFCA will send a briefing document to the IPE at least ten working days prior to the meeting. The briefing document will summarize the key information related to the design and contain a list of specific questions the IPE shall address, and an agenda for the meeting.
  - 2.1.3.2 Request additional information from SBFCA as needed to perform an adequate review.
  - 2.1.3.3 Meet with other IPE members. The meeting duration will depend on the agenda to be covered. Complete the following activities at each meeting:
    - a) Attend presentation by the project designer summarizing the design performed to date. Ask questions and obtain information from designer and others as necessary at the meeting.
    - b) Meet independently with IPE to discuss the design to date. Develop answers to the questions posed by the project team,

comments on the design, and recommendations the IPE deems appropriate. Prepare a draft report summarizing the findings and recommendations.

c) Present findings and recommendations of IPE and project team at the conclusion of the meeting. Answer questions as necessary to clarify IPE findings and recommendations.

d) Prepare and submit final written report summarizing findings and recommendations. Incorporate pertinent discussions, questions, answers, findings, and recommendations from presentation to the project team.

## 2.2 SBFCA will provide IPE with:

2.2.1 Support to prepare minutes of joint-session meetings of the IPE, agencies, and others.

2.2.2 Support to assist with preparation of IPE reports.

2.2.3 A tour of the project site near the start of the design review process and as necessary during the period of performance.

## 3.0 Extended Services

3.1 Provide other miscellaneous specialty services as requested by SBFCA. Extended services include services not specifically defined above, but may be required to complete the Project, including but not limited to providing:

3.1.1 Support SBFCA at meetings with regulatory agencies.

3.1.2 Support SBFCA in litigation, if required, and be available as an expert witness exclusively to SBFCA.

3.1.3 Support SBFCA during the construction phase of the project.

**Exhibit B**  
Contractor Rate Schedule

**Ray Costa**

*Consulting Civil/Geotechnical Engineer*

Hourly rate- \$240

Mileage: IRS rate

Other expenses: at cost



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director

**SUBJECT:** Approval of Task Orders with HDR Engineering, Inc., R&F Engineering, Inc., and ECORP Consulting, Inc., for required work efforts related to management, planning, engineering, and environmental services for the Oroville Wildlife Area Robinson's Riffle Project

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## Recommendation

It is recommended that the Board of Directors approve and authorize the Executive Director to execute the following Task Orders for the Oroville Wildlife Area (OWA) Robinson's Riffle Project subject to legal counsel's final review and approval:

1. Task Order 28 with HDR Engineering, Inc. for \$250,367 for planning, geomorphic, and geotechnical engineering services.
2. Task Order 5 with R&F Engineering, Inc. for \$839,335 for project management, planning, hydrologic & hydraulic engineering, and pre-design services.
3. Task Order 13 with ECORP Consulting, Inc. for \$292,000 for environmental and cultural support services.

## Background

Continuing with SBFCA's work on the Feather River West Levee Project and associated Oroville Wildlife Area Project, SBFCA submitted a grant application to California Department of Water Resources (DWR) in early 2021 under their Floodplain Management, Protection, and Risk Awareness (FMPRA) program for funding to advance the next phase of planning and alternatives analysis work for the OWA Robinson's Riffle Project (SBFCA Resolution No. 2022-03). In fall of 2022, SBFCA received notice that the grant application was successful and, as a result, SBFCA is now currently in the process of executing a Funding Agreement with DWR in the amount of \$1,144,800 to begin the work. The work includes an engineering planning study to formulate and evaluate alternatives, identify a preferred alternative, as well as pre-design and environmental documentation to refine the preferred alternative.

The recommended action will provide SBFCA with the needed consulting support for implementing the approved scope of work under the DWR FMPRA grant. To implement the work, several different consultants representing various disciplines will be required. The following provides a summary of the various professional service contract Task Orders which will be used to implement the work associated with the grant from DWR.

### R&F Engineering Task Order 5 – Project Management, Planning, H&H, and Engineering Support

Under Task Order 5, R&F will perform the project management, planning, alternatives analysis, hydrologic & hydraulic engineering, public outreach, and pre-design tasks. R&F will lead the OWA Robinson's Riffle project under direction of SBFCA's Executive Director. The Task Order includes the necessary planning work to evaluate and recommend a preferred alternative. The work also includes a facilitated series of workshops in order gather input on the proposed alternatives and gain support for the project.



#### HDR Task Order 28 – Geomorphic, Ecologic, and Geotechnical Evaluations

Under Task Order 28, HDR will provide engineering support for the alternatives analysis and selection process. HDR will prepare a Phase 1 Environmental Site Assessment (ESA) to assess the presence or likely presence of contamination or hazardous materials within the project area. HDR will also perform a geomorphic and eco-hydraulic analysis to better understand potential geomorphic changes and fish habitat benefits within the project area, along with a geotechnical analysis to inform the development and selection of the preferred alternative.

#### ECORP Task Order 13 – Baseline Technical Studies and Environmental Documentation

Under Task Order 13, ECORP will participate with input and review of designs for various project components and provide feedback on potential biological resource and cultural resource constraints. ECORP will also provide input on alternatives to be developed and evaluated, assist SBFCA in required consultation with California Native American tribes, conduct a cultural resources constraints analysis of the project area, conduct a biological resources constraints analysis, and prepare an administrative draft CEQA/NEPA document for the preferred alternative.

#### **Fiscal Impact**

The recommended action requests the approval of new Task Orders with R&F, HDR, and ECORP Consulting. This action will obligate SBFCA to pay for the associated services delivered on a time and materials basis up to each Task Order's respective budget limitation. The Task Orders are funded via the grant with DWR as well as local funding where a local match is required. This work has been incorporated into the Final Amended 2020 through 2024 adopted budget in the following accounts: 731-99-7007-65720 (R&F), 731-99-7007-65726 (HDR), 731-99-7007-65722 (ECORP). As a result, the Board's approval of the recommended action would have no net budgetary impact.

#### **Attachments:**

1. R&F Engineering Task Order 5 Scope of Work and Fee
2. HDR Engineering Task Order 28 Scope of Work and Fee
3. ECORP Consulting Task Order 13 Scope of Work and Fee

**R&F Engineering Inc.**  
**Sutter Butte Flood Control Agency**  
**Task Order 5**

**Project Management and Engineering Services for the  
Oroville Wildlife Area Robinson's Riffle Restoration  
Project**

**November 29, 2022**

This Task Order is associated with the Professional Services Agreement between Sutter Butte Flood Control Agency and R&F Engineering Inc. dated February 9, 2022.

**I. Introduction**

In September of 2022, Sutter Butte Flood Control Agency (SBFCA) was awarded a grant from the California Department of Water Resources (DWR) under the Floodplain Management, Protection, and Risk Awareness (FMPRA) Program to explore opportunities to provide hydraulic, ecological, recreational, and flood management, benefits to areas within the Oroville Wildlife Area (OWA). The work includes a planning study to formulate and evaluate alternatives, identify a preferred alternative, as well as pre-design and environmental documentation to refine the preferred alternative. SBFCA will be taking the lead on the project work.

The intent of this Task Order is to provide SBFCA with project management and engineering services for the OWA Robinson's Riffle Restoration Project. R&F will perform the project management duties and lead the project with direction from SBFCA's Executive Director. It is understood that the project team will consist of subconsultants contracted by R&F as well as other consultants contracted directly by SBFCA. The consultants contracted by SBFCA will be independently responsible for the other respective specialty roles (e.g. soil sampling and geotechnical, environmental, etc.). R&F's scope of work is described in the following sections.

**II. Scope of Work**

**Task 1 – Project Management and Reporting**

This task includes the overall management of the grant funding agreement as well as oversight of the in-house staff and outside consultants. Activities include but are not limited to the following: assistance with preparing and submitting invoices to the granting agency on behalf of SBFCA; monitoring the scope, schedule and budget of the project team to ensure consistency with the grant funding agreement; managing the project team contract agreements and activities; attendance at internal and external project related meetings; reviewing project deliverables; and developing the final project completion

report no later than 90 days after project completion for DWR Project Manager's comment and review.

*Task 1 Deliverables:*

- Monthly Invoices and Progress Reports
- Quarterly Progress Reports as required for the DWR Grant
- Project Completion Report

*Task 1 Assumptions:*

- Project Management is by its nature an assignment with an indefinite scope of work that varies day by day. Level of effort required can best be estimated using an assumption regarding required staff and duration. This task order is intended to cover Project Management efforts for a duration of 24 months. An Amendment to this task order will be required if efforts exceed budget assumptions, or to extend project management services beyond the timeframe identified.

**Task 2: Hydraulic Modeling and Alternatives Evaluation**

This task includes the hydrologic and hydraulic modeling, formulation of alternatives, and an alternatives analysis to select a preferred alternative.

**Subtask 2.1 – Stakeholder Outreach**

This task includes individual meetings with various stakeholders and interested parties to present concepts of the project and to receive feedback which will be used to develop the detailed alternatives.

**Subtask 2.2 – Hydraulic Modeling & Alternatives Development**

This task includes the work associated with developing and calibrating a 2-dimensional Hydrologic Engineering Center River Analysis System (HEC-RAS) hydraulic model of the project area to identify and refine opportunities to improve flood conveyance and evaluate flow velocities, channel opening size/cross-section, channel length, etc. necessary to restore the floodplain. The hydraulic model will also be used to develop a suite of alternatives to be considered as part of the alternatives analysis phase. As part of the task, a Design Goals and Objectives Technical Memorandum will be developed to describe the objectives, criteria, and approach that will be utilized by the project team in developing alternatives to be analyzed as part of the project. The task also includes the preparation of a Model Development Report to document the development and calibration of the 2-dimensional hydraulic model.

*Subtask 2.2 Deliverables:*

- Draft & Final Design Goals and Objectives TM
- 2-Dimensional Hydraulic Model
- Draft & Final Model Development Report

**Subtask 2.3 – Alternatives Analysis & Facilitated Workshops**

This task includes evaluating the project alternatives for their ability to meet project objectives and recommending a preferred alternative. Activities include:

- Planning workshop meetings between the project team, local stakeholders, State, and Federal agencies to define project objectives, conceptual alternatives, phasing, and evaluation criteria which will be analyzed as part of the project. The workshops will identify three (3) alternatives which will be evaluated in detail and will confirm the preferred alternative.
- Coding the conceptual alternatives identified in the planning workshop into the 2- dimensional hydraulic model.
- Running simulations to provide information regarding velocity, flow, and WSE effects to aid with the evaluation and comparison of the alternatives.
- Developing planning level cost estimates for each alternative.
- Preparing a Draft and Final Alternative Analysis Report documenting the analysis, evaluation, and comparison of the conceptual alternatives. This Report will also identify the recommended preferred alternative.

*Subtask 2.3 Deliverables:*

- Workshop Meeting Agendas
- Workshop Meeting Notes
- Hydraulic Model Runs of the Proposed Alternatives
- Draft & Final Alternative Analysis Report

**Task 3: Refinement of the Preferred Alternative**

This task includes further evaluation and refinement of the preferred alternative. The work associated with this task includes the pre-design, oversight of the geotechnical analysis, topographical surveys, oversight of the ancillary biological technical studies, and cost estimates as described below:

**Subtask 3.1 – Development of Site Plans**

The engineering team will develop detailed site plans for the preferred alternative concepts.

*Subtask 3.1 Deliverables:*

- Site Plan of the Preferred Alternative

*Subtask 3.1 Assumptions:*

- Soil screening & geotechnical analysis to be conducted by others.

**Subtask 3.2 – Topographical Surveys**

Prepare topographical surveys using conventional surveying equipment to gather sufficient point data to generate a 1-foot contour base map for select parts of the project area.

*Subtask 3.2 Deliverables:*

- Electronic Digital Terrain Map (DTM) File of the Design Area

**Subtask 3.3 – Cost Estimate**

Preparation of an opinion of probable construction cost for the preferred alternative.

Subtask 3.3 Deliverables:

- Opinion of Probable Construction Cost

**Subtask 3.4 – Refinement of the Restoration Concepts**

This task includes the aquatic and terrestrial preliminary studies and services necessary to examine habitat design options. This would include gathering the information needed to assess baseline floodplain habitat conditions to ensure that restoration and design solutions meet fish target species needs and overall project objectives. After the selection of the preferred alternative, a site assessment will be performed to determine the appropriate elevation for floodplain grading/activation, substrate mix, native plant mix; observe soil structure, existing native species, groundwater level, historic and current site conditions; outline planting, irrigation, and weed control strategies; and describe monitoring efforts. After the assessment, a habitat restoration plan will be prepared as well as specifications necessary to prepare final restoration documents, environmental compliance documentation, and permit applications for the project.

Subtask 3.4 Deliverables:

- Draft and Final Restoration Plans

**Task 4: Environmental Documentation**

This task includes coordinating with SBFCA's environmental consultant team and supporting the preparation of the environmental documents necessary to comply with environmental and regulatory permitting of the preferred alternative. The following necessary documents are assumed to be required based upon previous project experience. Additional approvals may arise depending on the preferred alternative selected.

**Subtask 4.1 – CEQA/NEPA Environmental Document**

This task includes coordination and review of the administrative draft CEQA/NEPA document for the preferred alternative. This task also includes an assumed number of hours for providing GIS data and on-call support to address questions arising out of the CEQA/NEPA effort being completed by others.

Subtask 4.1 Deliverables:

- Review comments on the CEQA/NEPA Administrative Draft Environmental Documentation

Subtask 4.1 Assumptions:

- Administrative Draft CEQA/NEPA Document to be prepared by others

**Subtask 4.2 – Cultural Resources and Tribal Coordination**

This task includes coordination and review of the cultural resources inventory report for the preferred alternative. This task also includes an assumed number of hours for providing GIS data and on-call support to address questions arising out of the cultural resources and tribal coordination work being completed by others.

Subtask 4.2 Deliverables:

- Review comments on the cultural resources inventory report

Subtask 4.2 Assumptions:

- Cultural resources inventory report to be prepared by others

**Subtask 4.3 – Biological Resource Assessments**

This task includes coordination and review of the Biological Resource Assessment Report for the preferred alternative. This task also includes an assumed number of hours for providing GIS data and on-call support to address questions arising out of the Biological Resource Assessments effort being completed by others.

Subtask 4.3 Deliverables:

- Review comments on the Draft and Final Biological Resource Assessment Report

Subtask 4.3 Assumptions:

- Biological Resource Assessment to be prepared by others

### **III. Budget**

Compensation will be paid for services on a time and materials basis in accordance with the cost sheet included as Exhibit A and R&F's approved rate schedule. The total budget associated with this Task Order is \$839,335 based upon the provisions of the Professional Services Agreement.

### **IV. Schedule**

Services associated with this Task Order will begin immediately following approval by the SBFCA Board. It is assumed that responsibilities will be required throughout closeout of the OWA Robinson's Riffle Restoration Project, which is anticipated to occur by May 2025.

SUTTER BUTTE FLOOD  
CONTROL AGENCY

R&F ENGINEERING INC.

By: \_\_\_\_\_  
MICHAEL BESSETTE  
Executive Director

By: \_\_\_\_\_  
CHRIS FRITZ  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**OWA ROBINSON'S RIFFLE RESTORATION PROJECT  
DWR FMPRA GRANT  
R&F ENGINEERING INC.  
COST ESTIMATE - NOVEMBER 29, 2022**

|  |          |         |
|--|----------|---------|
|  | TOTAL \$ | 839,335 |
|--|----------|---------|

# **HDR Engineering Inc.**

## **Task Order 28**

### **Planning and Engineering Services for the Oroville Wildlife Area Robinson's Riffle Project**

This Task Order is associated with the Master Agreement between the Sutter Butte Flood Control Agency and HDR Engineering Inc., dated July 14, 2010.

#### **Scope of Work**

See attached scope dated December 2, 2022.

#### **Schedule**

The schedule is included in the scope referenced above.

#### **Budget**

The budget for this Task Order is not-to-exceed \$250,367 based on the provisions of the Master Agreement. An assumed breakdown of work effort is provided in the attached Fee Summary table.

#### **Special Provisions**

None

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

HDR ENGINEERING INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_





December 2, 2022

Michael Bessette  
Sutter Butte Flood Control Agency  
Via email: m.bessette@sutterbutteflood.org

**RE: Scope and Fee Estimate for Engineering Services for Task Order 28 Pre-Feasibility Planning Support for the Oroville Wildlife Area—Robinson Riffle Project**

Dear Mr. Bessette,

We are pleased to submit this proposed scope and fee estimate to perform pre-feasibility planning support for the Oroville Wildlife Area—Robinson Riffle Project (Project).

## **Project Understanding**

Following the recent completion of the Flood Stage Reduction project in Unit D of the Oroville Wildlife Area (OWA), HDR proposes to generally replicate this successful process and outcome. We understand that funding sources for planning, design and construction of this multi-benefit project will arrive in increments or tranches as opportunities arise, and that planning must adapt to individual grant or appropriation requirements. In the scope described below, HDR includes effort to adaptively manage stated tasks.

Successful implementation of this pre-feasibility planning study will require early engagement from State and federal resources agencies, several offices/divisions of CDWR, NGOs, local easement holders and landowners, USACE SPK and CVFPB. Most of the land is owned by the State Water Project and managed by DWR Oroville Field Division of the Division of O&M. HDR understands that much of the project area is under the jurisdiction of FERC and will eventually be subject to a pending license for DWR Oroville facilities.

The scope described below supports SBFCA's larger effort to develop a project "blueprint" of proposed project features that will improve flood management, restore and enhance habitat for fish and wildlife, create recreational and educational benefits for the local community, and protect tribal cultural resources. This larger effort will require numerous meetings and new partnerships among stakeholders and will take a total of 18 months to complete.

## **Scope of Services**

The work outlined in this scope has been divided into tasks in accordance with the work breakdown structure shown below and in the attached fee summary. The work outlined in this scope includes activities that fall within the following tasks::

- Project Management
- Data Review and Site Visit
- Alternatives Analysis
- Phase 1 Environmental Site Assessments
- Geomorphic, Ecologic and Geotechnical Evaluation
- Coordination and Documentation

## **PROJECT MANAGEMENT**

HDR's project manager will manage the contract scope, schedule, and budget for this Task Order.

A Project Management Plan that includes objectives, organization, scope of services, schedule, budget, communication protocols, document control, cost controls, invoicing procedures, and reporting.

A Quality Management Plan will be prepared to define the policies and actions that will be taken to make sure that high quality products are on time and within the specified budget. The plan will identify key personnel that will complete the independent reviews of the project deliverables.

HDR will prepare monthly invoices and document project activities by task and team progress.

#### **Assumptions:**

- A one-day site visit to include up to four HDR Team members. Site visits by the geomorphic subcontractor are covered separately under Task 5.

#### **Deliverables:**

- Field notes highlighting any changes that may impact the recommendations made in the pre-feasibility study report, if applicable.
- Site photos, if requested

## **2 – DATA REVIEW AND SITE VISIT**

The HDR Team will collect, compile and review existing relevant information on the Oroville Wildlife Area – Robinson's Riffle including available topographic and right-of-way information, geomorphology studies, geotechnical information (prior exploration, testing and analyses), fish and wildlife studies, and other information pertinent to project goals. This information will be utilized for supplemental analyses and development of project planning alternatives, and eventual design and construction documents.

The HDR Team will also conduct a site visit to assess and document field conditions that may impact alternatives evaluations.

#### **Assumptions:**

- Up to three alternatives may be evaluated.
- Alternatives Analysis will utilize existing subsurface information. No new explorations are proposed, aside from those currently being undertaken by SBFCA.
- One milestone meeting with SBFCA and DWR (assumes a 5-hour virtual meeting including preparation time).

#### **Deliverables:**

- Draft Alternative Analysis Technical Memorandum (PDF).
- Final Alternative Analysis Technical Memorandum (PDF).

## **3 – ALTERNATIVES ANALYSIS SUPPORT**

HDR will collaborate with SBFCA, RF Engineering, DWR, State and Federal agencies, and other interested stakeholders to provide support for formulation and evaluation of initial conceptual alternatives for Robinson's Riffle. Conceptual alternatives are anticipated to employ various approaches and measures that meet project goals including recreational, habitat, environmental, and flood related improvements. Measures would be screened to identify and formulate project specific alternatives. Preferred alternative(s) will be advanced into future planning and design phases.

Formulation of various approaches, measures, project objectives, phasing and alternatives will be conducted through a series of meetings and workshops led by SBFCA. HDR, as part of this task order, will provide assessments of measures and alternatives including; developing conceptual level quantities, providing input on conceptual level construction footprints, and providing conceptual level opinions on construction costs for various project elements.

#### **Assumptions:**

- Various measures or combinations thereof may be considered during formulation.
- Several or numerous measures are expected to comprise a single planning alternative.

- An overall project alternatives report will be prepared by others. HDR will provide write-ups, specific to HDR's work, to be incorporated into that report. Preparing a separate TM and/or report is not anticipated nor needed.
- Up to three planning alternatives will be evaluated in detail.
- OPCC will be prepared consistent with AACE 38-10.

#### **Deliverables:**

- Written descriptions in support of project alternatives documentation.

## **4 – PHASE 1 ENVIRONMENTAL SITE ASSESSMENTS**

The objective of the Phase I ESA is to assess the presence or likely presence of contamination within the project area. Phase I ESA activities include government database search, environmental records review, and visual site inspection. These activities are presented below:

- Government Database Search and Environmental Records Review: HDR will procure a regulatory agency database report, city directory search and aerial photographs from Environmental Data Resources, Inc. HDR will perform a review of these records as well as other available government records to identify environmental contamination within the project area to evaluate the presence or likely presence of contaminants as defined in ASTM E1527-21.
- Project Area Reconnaissance: As required by ASTM 1527-21 the project area, and adjacent properties from the public right of way, will be visually inspected to obtain information indicating the likelihood of identifying recognized environmental conditions. The project area reconnaissance will be documented with photographs and notes for incorporation into the Phase I ESA.
- Report Preparation: HDR will prepare a report summarizing the activities performed and likelihood of environmental contamination. The report will present findings and conclusions regarding the presence or likely presence of hazardous materials or petroleum products in the soil or groundwater and recommendations for further work, if necessary.

#### **Assumptions**

- Key site manager questionnaires will be submitted to those familiar with the subject project as identified by HDR staff or by Sutter Butte Flood Control Agency officials. Returned questionnaires will be reviewed by HDR and incorporated into the Phase I. If the questionnaires are not received at least two weeks prior to the report draft Phase I ESA submittal date, the missing questionnaires will be listed as a data gap.
- Soil and groundwater sampling is not included in the Phase I ESA.

#### **Deliverables:**

- HDR will prepare one draft and one final Phase I ESA report. One electronic copy of the draft will be provided for your review and comment; and one electronic copy of the final report will be submitted. A comment response table or redline strikeout version will be included with the final.

## **5 – GEOMORPHIC, ECOLOGICAL AND GEOTECHNICAL EVALUATION**

### **5.1 - Geomorphic and Ecological Evaluation**

#### ***Background Review and Development of Goals and Objectives for Habitat Restoration.***

Work associated with this task includes:

- Review and summary of state and federal habitat needs for the Feather River in the Project area. Habitat in this context refers to both specific species and life stages as well as habitat types.
- Review and summary of existing geomorphic processes and trends.
- Development of measurable goals and objectives for habitats to evaluate alternatives.
- Define keystone/umbrella species and life stages.
- A summary of ecological and geomorphic design flows.

### Assumptions:

- Documents reviewed for habitat needs will include, but are not limited to:
- Central Valley Flood Protection Plan, in particular habitat and physical process needs for the Feather River Conservation Planning Area
- NMFS Recovery Plan for Central Valley Salmon and Steelhead
- Anadromous Fish Restoration Program Restoration Plan

### Deliverables:

- Technical memorandum summarizing habitat needs, existing geomorphic processes and trends, analysis of flow for habitat and geomorphic processes, development of measurable goals and objectives.

### Geomorphic and Ecohydraulic Analysis of Existing Conditions

Work associated with this task includes:

- Determine the geomorphic potential of the Feather River in the Project area. This includes determining quantitative values for the average channel geometry (width and depth), planform (meandering or anabranching), spacing and number of bar, riffle, and pool habitat units.
- Surficial geologic map using landcover and published maps to help inform erosion potential
- Analyze hydraulic model results for geomorphic process, areas of potential erosion and deposition, map existing geomorphic units
- Ecohydraulic analysis of current habitat for identified target species and life stages
- Determine ecohydraulic habitat types and relative sizing

### Assumptions:

- Hydraulic modeling will be performed by others and will be of sufficient extent and resolution to evaluate habitats and geomorphic processes
- Analysis of hydraulic model results assumes 5 flows for geomorphic potential and 5 flows for ecohydraulics

### Deliverables:

- Technical memorandum

## 5.2 - Geotechnical Evaluation

Up to two HDR geotechnical staff members will visit the site to observe existing site conditions. The site visit will focus on areas where project improvements are proposed.

HDR will review available historical information and published geologic and geotechnical information to develop general, broad conclusions on subsurface conditions at the site. Based on this information, HDR will geotechnical considerations for the proposed project improvements to support project planning. HDR will prepare a technical memorandum that will include conceptual-level discussions, conclusions, and recommendations for the following, as appropriate:

- Site geology and soil conditions.
- Discussion of geotechnical considerations for the proposed improvements. This could include, as appropriate, discussion of foundation support options/requirements, potential for adverse seepage and stability conditions and approaches to mitigate these conditions.
- Discussion of the suitability of potential onsite materials to be used as fill.
- Discussion of construction considerations including excavation support and construction dewatering requirements.

### Assumptions

- No subsurface exploration, soil sampling or laboratory testing is included.s

**Deliverables:**

- Draft and final technical memorandum (PDF).

**6 – COORDINATION AND DOCUMENTATION**

Numerous coordination and technical meetings will be necessary to address the stakeholder interests in this project. The HDR team will coordinate with interested parties as directed by SBFCA to advance development of alternatives.

Facilitated, technical workshops are key to organizing conceptual alternatives among disparate interest groups. HDR will provide the technical and logistic support for up to four workshops. Support includes a meeting room for large groups of up to 50 participants, exhibits and presentation materials, advisory services.

A pre-feasibility planning study report will summarize the outcomes of all tasks encompassed in this task and make recommendations to advance project development.

**Assumptions**

- Up to 30 meetings attended by 2 HDR staff
- Workshop facilitator provided by SBFCA. Three (3) each, half-day workshops

**Deliverables**

- Meeting and workshop notes

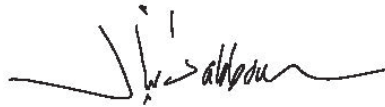
**Fee Estimate**

Attached please find HDR's fee estimate for the scope of work described herein for Task Order 28.

Sincerely,  
HDR Engineering, Inc.



Holly L.L. Kennedy, PE (CA)  
Senior Vice President



Daniel Jabbour, PE (CA)  
Project Manager

OROVILLE WILDLIFE AREA  
ROBINSON'S RIFFLE  
ALTERNATIVES, PHASE 1 ESAs, GEOTECHNICAL

| No.                      | Task Description                                    | Labor  |        |        |        |        |     |    |        |        |        |       |      |          | Total Hours | Total Labor (\$) | Expenses  | Subconsultants w/2.5% Markup | Total      |
|--------------------------|---|--------|--------|--------|--------|--------|-----|----|--------|--------|--------|-------|------|----------|-------------|------------------|-----------|------------------------------|------------|
|                          |   | E7     | E6     | E5     | E4     | E3     | E2  | E1 | T4     | T3     | T2     | T1    | Acct | Clerical |             |                  |           |                              |            |
|                          | 2022 Rates  | 307.93 | 254.41 | 229.63 | 203.56 | 160.49 | 137 |    | 151.36 | 131.79 | 121.33 | 92.64 | 137  | 116.13   |             |                  |           |                              |            |
| Engineering and Closeout |   |        |        |        |        |        |     |    |        |        |        |       |      |          |             |                  |           |                              |            |
| 1                        | Project Management                                  |        |        |        |        |        |     |    |        |        |        |       |      |          |             |                  |           |                              |            |
| 1.1                      | Project Management, Invoicing, and Progress Reports | 12     | 32     |        |        |        |     |    |        |        |        |       | 27   | 8        | 79          | \$ 17,203        | \$ 1,376  |                              | \$ 18,579  |
|                          | Subtotal Project Management                         | 12     | 32     | 0      | 0      | 0      | 0   | 0  | 0      | 0      | 0      | 0     | 27   | 8        | 79          | \$ 17,203        | \$ 1,376  |                              | \$ 18,579  |
| 2                        | Data Review and Site Visit                          |        |        |        |        |        |     |    |        |        |        |       |      |          |             |                  |           |                              |            |
| 2.1                      | Data Review and Site Visit                          | 8      | 16     | 16     |        |        |     |    |        |        |        |       |      |          | 40          | \$ 10,666        | \$ 853    |                              | \$ 11,519  |
|                          | Subtotal Data Review and Site Visit                 | 8      | 16     | 16     | 0      | 0      | 0   | 0  | 0      | 0      | 0      | 0     | 0    | 0        | 40          | \$ 10,666        | \$ 853    |                              | \$ 11,519  |
| 3                        | Alternatives Analysis                               |        |        |        |        |        |     |    |        |        |        |       |      |          |             |                  |           |                              |            |
| 3.1                      | Alternatives Analysis                               | 8      | 40     |        | 40     |        |     |    | 16     |        |        |       |      |          | 104         | \$ 24,245        | \$ 1,940  |                              | \$ 26,185  |
|                          | Subtotal Alternatives Analysis                      | 8      | 40     | 0      | 40     | 0      | 0   | 0  | 16     | 0      | 0      | 0     | 0    | 0        | 104         | \$ 24,245        | \$ 1,940  |                              | \$ 26,185  |
| 4                        | Phase 1 Environmental Site Assessments              |        |        |        |        |        |     |    |        |        |        |       |      |          |             |                  |           |                              |            |
| 4.1                      | Phase I ESA   |        |        | 72     |        | 16     | 100 |    |        |        | 40     |       |      | 12       | 240         | \$ 40,800        | \$ 3,264  |                              | \$ 44,064  |
|                          | Subtotal Environmental Site Assessments             | 0      | 0      | 72     | 0      | 16     | 100 | 0  | 0      | 0      | 40     | 0     | 0    | 12       | 240         | \$ 40,800        | \$ 3,264  |                              | \$ 44,064  |
| 5                        | Geomorphic, Ecologic and Geotechnical Evaluation    |        |        |        |        |        |     |    |        |        |        |       |      |          |             |                  |           |                              |            |
| 5.1                      | Geomorphic and Ecologic Evaluation                  | 32     |        |        | 40     |        |     |    |        |        |        |       |      |          | 72          | \$ 18,804        | \$ 1,504  | \$ 61,685                    | \$ 81,992  |
| 5.2                      | Geotechnical Evaluation                             | 32     |        |        | 40     |        |     |    |        |        |        |       |      |          | 72          | \$ 18,804        | \$ 1,504  |                              | \$ 20,308  |
|                          | Subtotal Geotechnical Analysis                      | 64     | 0      | 0      | 80     | 0      | 0   | 0  | 0      | 0      | 0      | 0     | 0    | 0        | 144         | \$ 37,607        | \$ 3,009  | \$ 61,685                    | \$ 102,300 |
| 6                        | Team Coordination                                   |        |        |        |        |        |     |    |        |        |        |       |      |          |             |                  |           |                              |            |
| 6.1                      | Team Coordination                                   | 24     | 50     |        |        |        |     |    |        |        |        |       |      |          | 74          | \$ 21,013        | \$ 1,681  |                              | \$ 22,694  |
| 6.2                      | Workshops   | 16     | 24     |        |        |        |     |    | 8      |        |        |       |      |          | 48          | \$ 12,793        | \$ 1,023  | \$ 11,209                    | \$ 25,026  |
|                          | Subtotal Team Coordination                          | 40     | 74     | 0      | 0      | 0      | 0   | 0  | 8      | 0      | 0      | 0     | 0    | 0        | 122         | \$ 33,806        | \$ 2,704  | \$ 11,209                    | \$ 47,720  |
| TOTAL EFFORT             |   | 132    | 162    | 88     | 120    | 16     | 100 | 0  | 24     | 0      | 40     | 0     | 27   | 20       | 729         | \$ 164,327       | \$ 13,146 | \$ 72,894                    | \$ 250,367 |



**ECORP Consulting, Inc.**

**Task Order 13**

**SCOPE OF WORK**

**OWA Robinson's Riffle Project**

**Baseline Technical Studies and Environmental Documentation**

This task order is associated with the Master Agreement between the Sutter Butte Flood Control Agency (SBFCA) and ECORP Consulting, Inc. (Consultant). Below is a scope of work and estimated costs for the OWA Robinson's Riffle Project. This scope covers anticipated efforts necessary to conduct baseline technical studies and prepare an administrative draft environmental document. The tasks below can be authorized wholly, or individually, as project requirements dictate. Each task's scope and/or budget may also be modified to reflect the required effort up to the total maximum authorized amount.

## **ASSUMPTIONS AND UNCERTAINTIES**

The Consultant has made the following assumptions in developing the scope of work.

- The Project Area is defined as the "Robinson's Riffle Proposed Project Area" as depicted on the SBFCA figure provided in Exhibit A.
- Pedestrian surveys will not be conducted for the entire Project Area and will be limited to areas identified for ground truthing and/or specific project component areas, as determined during the design review process.
- All deliverables prepared will be subject to revision at a later date when detailed project design is available. Revisions will be prepared under a separate scope of work.

## **TASK 1 – DESIGN REVIEW SUPPORT/PROJECT MEETINGS**

The Consultant will participate in input/review of designs for various project components and provide feedback on potential biological resource and cultural resource constraints. The Consultant will provide input on alternatives to be developed and evaluated in the environmental documentation (see Task 4). The Consultant will participate in meetings (in-person, field visits, and conference calls) with SBFCA, engineers, and/or regulatory agencies, as needed. This is a time and materials, best efforts task, that will be used as needed throughout the remainder of this task order.

## **TASK 2 – CULTURAL RESOURCES CONSTRAINTS ANALYSIS/INVENTORY**

The Consultant's cultural resources staff will assist SBFCA in required consultation with California Native American tribes and assist SBFCA in compliance with the settlement agreement between SBFCA, the

United Auburn Indian Community, and the Enterprise Rancheria, and the required advanced notice of future projects. Consultant will draft all notification and consultation letters, coordinate tribal meetings, maintain the administrative record, and coordinate potential field visits.

The Consultant will conduct a cultural resources constraints analysis of the Project Area. The analysis will be conducted by or under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior's (SOI) Professional Qualifications Standards (PQS) for prehistoric and historical archaeologist, with assistance from an architectural historian who meets SOI PQS for architectural historian to assist with built environment resources. The scope of work includes a records search (0.5-mile radius) at the Northeast Information Center (NEIC), a field visit reconnaissance when weather and ground conditions permit. The reconnaissance will involve viewing the Area of Potential Effect (APE) from dirt roadways and selective pedestrian surveys.

Based on previous work in the area, it is known that the entire APE has been recorded as part of P-4-1345 (Oroville Dredge Fields) and P-4-4280 (a portion of the Oroville Lake Historic District). In addition, there are other previously recorded resources within the APE that are distinct from the dredge fields. All these resources should be included in the record search from the NEIC. The reconnaissance survey will note the status of the previously recorded resources. Any new features will be noted, but documentation will be limited to photographs, location, and general description.

Aerial photograph research noted several structures within the APE that are more than 50 years old, including several aggregate sorting facilities, roadways, and mobile homes parks. Additional effort will be required to record new features and built environment resources. The Consultant will prepare resource overview maps for known archaeology and built-environment resources, to assist with future project implementation. The Consultant will record up to three built environment resources, evaluation of up to one non-archaeological cultural resource, and prepare one confidential constraints report (not for public distribution), which will contain cultural resource information that can be inserted into a future cultural resources inventory and evaluation report.

This budget will accommodate one tribal monitor to accompany the reconnaissance field survey.

**Task 2 Assumptions:**

- *This cost estimate is provided on a time and materials, "best efforts" basis. If the consultation requests from the tribes requires more effort than provided for herein, then a contract change order may be required to complete the coordination*
- *As the project has not been fully defined, there is no official project description, so this coordination will not satisfy requirements under Assembly Bill 52 (AB52) or Section 106.*
- *No more than three new built environment resources will be documented, and only one will be evaluated.*



- *The previously recorded resources and features will undergo minimal status update based on the reconnaissance survey.*
- *The constraints analysis will be developed to outline known cultural resource conditions and will assist with the development of a strategic path towards compliance with CEQA and Section 106 of the National Historic Preservation Act (NHPA), but alone will not fully satisfy CEQA or Section 106.*

### **TASK 3 – BIOLOGICAL RESOURCES CONSTRAINTS ANALYSIS/ASSESSMENT**

The Consultant will conduct a detailed biological resources constraints analysis for the Project Area. The Consultant will conduct a literature review of existing biological information in the region and documentation specific to the Project Area. This literature review will include available information including aerial photography and a query of the CDFW California Natural Diversity Database (CNDDB), California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS) databases for potentially occurring special-status species in the vicinity of the Project Area. ECORP will also pull available information from the California Aquatic Resources Inventory (CARI) and/or National Wetland Inventory (NWI) and any other publicly available biological resource GIS data for the Project Area.

The Consultant will conduct a desktop analysis and review of aerial imagery for the Project Area to map potential biological resources constraints, including potential aquatic resources, riparian vegetation and and/or other special-status species habitats. The Consultant will conduct a reconnaissance level survey of the Project Area. The survey will focus on ground truthing biological resources mapped during the constraints analysis within areas identified for specific project components.

A summary of the findings will be incorporated into a biological resources assessment report, with potential aquatic resources and special status species data. The report will provide the regulatory context, which is also necessary for incorporation into the CEQA review document, as well as the methods, results, and recommendations for appropriate findings and mitigation measures. The report will also indicate any further studies that may be required to support the CEQA document, based on the outcome of the inventory.

#### **Task 3 Assumptions:**

- *SBFCA will provide an AutoCAD file(s) or ESRI shapefile(s) of the project footprint/impact areas as closed polyline or polygon features. The Consultant requests that the AutoCAD or ESRI GIS file(s) be provided in a defined and clearly stated coordinate system, with project footprint/impact areas clearly designated on either single layer, or on multiple layers, with clear direction given to what layers constitute the project footprint and or impact areas.*
- *This task does not include determinate-level surveys in accordance with Agency-approved special-status species' survey protocols.*

- *The preliminary aquatic resources assessment will not be conducted in accordance with the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, Version 2.0 (U.S. Army Corps of Engineers 2008), and the U.S. Army Corps of Engineers Sacramento District's Minimum Standards for Acceptance of Preliminary Wetland Delineations (U.S. Army Corps of Engineers 2001).*

## **TASK 4 – ENVIRONMENTAL DOCUMENTATION**

The Consultant will prepare an administrative draft CEQA/NEPA document for the preferred alternative (NEPA review will be completed jointly with CEQA) For the purposes of this scope, it is assumed that the format of the document will be an Initial Study/Mitigated Negative Declaration (IS/MND) and Environmental Assessment (EA). The document will include all sections required by CEQA/NEPA, including: (1) summary of impacts and mitigation measures; (2) project objectives (3) project description; (4) setting [existing condition discussions for both the physical environment and regulatory context], impacts and their significance both before and after implementation of identified mitigation, and mitigation measures [project-specific and cumulative] for each environmental issue; (5) CEQA/NEPA-required sections; and (6) alternatives analyses in the EA if required. Each individual technical section contains a description of the methods of analyses and standards of significance used to determine the significance of each identified impact, including a discussion of the specific cumulative context for each issue item.

Because specific project design information may not be available, the project description and analysis for certain CEQA/NEPA-required sections (e.g., air quality, noise, traffic) will be incomplete for the administrative draft. The full project description and analysis for the sections that require specific project design information will be completed at a later date under a separate scope of work.

### **Task 4 Assumptions:**

- *This scope assumes preparation of an administrative draft CEQA/NEPA document and does not include circulation for public review.*
- *This scope assumes review of up to three (3) alternatives in addition to the preferred alternative.*
- *SBFCA will provide an AutoCAD file(s) or ESRI shapefile(s) of the project footprint/impact areas as closed polyline or polygon features. The Consultant requests that the AutoCAD or ESRI GIS file(s) be provided in a defined and clearly stated coordinate system, with project footprint/impact areas clearly designated on either single layer, or on multiple layers, with clear direction given to what layers constitute the project footprint and or impact areas.*

## BUDGET

The budget for the tasks above is based on the provisions of the Master Agreement. A breakdown of work effort is provided on Table 1.

| Task Number  | Task Description                                     | Budget           |
|--------------|--|------------------|
| Task 1       | Design Review Support/Project Meetings               | \$72,000         |
| Task 2       | Cultural Resources Constraints Analysis/Inventory    | \$50,000         |
| Task 3       | Biological Resources Constraints Analysis/Assessment | \$67,000         |
| Task 4       | Environmental Documentation                          | \$103,000        |
| <b>TOTAL</b> |  | <b>\$292,000</b> |

## CONTACTS

All deliverables discussed in this SOW shall be provided to as described above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

CONSULTANT

By: \_\_\_\_\_

MICHAEL BESSETTE

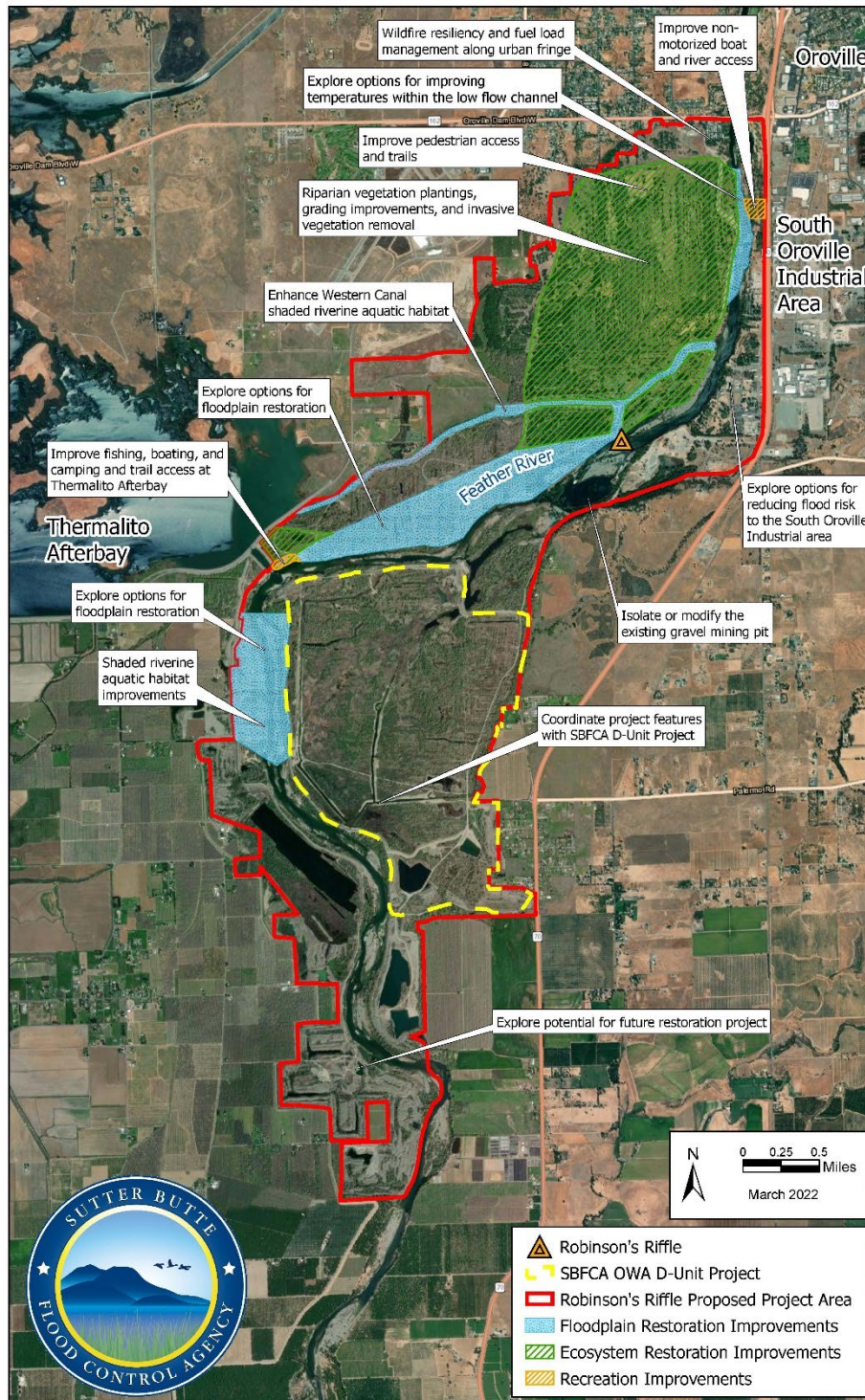
Executive Director, SBFCA

By: 

BJORN GREGERSEN

President, ECorp Consulting, Inc.

## EXHIBIT A – PROJECT AREA FIGURE



SBFCA OWA Robinson's Riffle Project (TO#13) scope (2015-036.new)





# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director

**SUBJECT:** Approval of Task Order 16 with WSP, Inc. to provide constructability review services for the Tudor Flood Risk Reduction Project

---

## **Recommendation**

1. Authorize the Executive Director to execute Task Order 16 with WSP, Inc. in the amount of \$67,350.25 for constructability review services associated with the Tudor Flood Risk Reduction Project.
2. Authorize the Executive Director to take any and all actions reasonably necessary to complete the work described in the task order, including the approval of minor amendments that, in the opinion of the Executive Director, will not materially alter the purpose of the task order or increase the total compensation due under the task order by more than 10% (\$6,735).

## **Background**

In August and September of 2012, SBFCA conducted a solicitation and interview process to identify a qualified construction management services company (CM) to provide constructability review, resident engineer, project inspection, and construction management services for the Feather River West Levee Project. SBFCA received Statements of Qualifications from four CM firms and interviewed all four. The interview panel unanimously selected Parsons Brinckerhoff, now WSP, Inc., as the most qualified firm. SBFCA subsequently entered into a contract with WSP for CM services for the Feather River West Levee Project (FRWLP) - Project Area C, which began construction in the summer of 2013. Additional CM services were added to the contract for the FRWLP Project Areas B and D for CM services in early 2014.

WSP has provided valuable service managing the construction projects listed above and SBFCA wishes to retain them to provide a constructability review for the Tudor Flood Risk Reduction Project (TFRRP). WSP has submitted a cost proposal to perform the necessary constructability review services and this proposal has been reviewed and negotiated by SBFCA's Executive Director.

## **Fiscal Impact**

The Board's approval of this action will obligate SBFCA to pay for the associated services delivered up to the authorized Task Order amount of \$67,350.25 plus 10% (\$6,735) on a time and materials basis. The total approved budget associated with the TFRRP within the Board Approved Fiscal Year 2020-24 Budget is approximately \$1.611 Million which includes \$150,000 for Contingency (731-99-7072-6762X Lower Feather River Phase II Levee Repair Project). This budget is sufficient to cover the total cost of the proposed WSP Constructability Review services. The recommended action is within the appropriated expenditure limits of the approved Fiscal Year 2020-24 Budget. Furthermore, the action described above is within the current estimates for total TFRRP planned costs. As a result, there is no net budgetary impact from the Board's approval of the recommended action.

Attachment:

WSP Cost Proposal for Tudor Flood Risk Reduction Project Preconstruction Services dated 12/1/2022

**WSP  
Construction Management Contract  
187267  
Task Order 16**

**Tudor Flood Risk Reduction Project - Constructability Review**

This task order is associated with the Master Agreement between the Sutter Butte Flood Control Agency and WSP, dated November 18, 2015.

**Scope of Work**

See attached scope dated December 1, 2022.

**Schedule**

December 14, 2022 to December 31, 2023.

**Budget**

The budget for this task order is not-to-exceed \$67,350.25 based on the provisions of the Master Agreement and the attached WSP Cost Proposal for Sutter Butte Flood Control Agency (SBFCA) Tudor Flood Risk Reduction Project Preconstruction Services dated December 1, 2022.

**Special Provisions**

None

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

WSP

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WSP – Task Order 16 (Tudor Flood Risk Reduction Project – Constructability Review)

# COST PROPOSAL

FOR

***Sutter Butte Flood Control Agency (SBFCA)***  
***Tudor Flood Risk Reduction Project***  
**Preconstruction Services**

From:



Approved: \_\_\_\_\_

Date: 12/1/2022

To:



12/1/2022

Basis For Estimate

- 1 WSP Task Order contract expected to start **January 2023** and end **December 2023**.
- 2 Constructability Reviews on 65% and 100% PS&E documents with comments in a tabular format.
- 3 Project development efforts and associated meetings within the limits of budget. (Assume 8, 8 hour meetings or site visits) for PM and RE. Assume 16 hrs. for each CR.
- 4 SWPPP development as needed.
- 5 As-needed inspection staff to support preconstruction activities.
- 6 Overtime Inspection, if necessary, will include premium time for non-exempt employees.
- 7 SBFCA will provide office space if needed.
- 8 As needed material testing and constructability review services by Blackburn Consulting.



COST PROPOSAL SUMMARY

|                           |          |             |
|---------------------------|----------|-------------|
| 1) WSP                    |          |             |
| REGULAR TIME              | \$57,615 |             |
| OVERTIME                  | \$0      |             |
| PREMIUM TIME              | \$0      |             |
|                           | SUBTOTAL | \$57,615    |
| 2) SUBCONSULTANTS:        |          |             |
| Blackburn Consulting      |          | \$5,000     |
| 3) MISCELLANEOUS EXPENSES |          |             |
|                           | \$4,735  |             |
|                           | SUBTOTAL | \$4,735     |
| TOTAL CONTRACT AMOUNT:    |          | \$67,350.25 |

4) ADDITIONAL SERVICES (None)

## WSP STAFFING SCHEDULE

**(REGULAR TIME HOURS - ENTIRE TEAM)**

[illegible]

WSP LABOR COSTS  
(REGULAR TIME)

| <i>POSITION</i><br><br><i>NAME</i><br><br><i>FIRM</i> |              |     | 2023             |                      |                           | 2024             |                      |                           |
|---|--------------|-----|------------------|----------------------|---------------------------|------------------|----------------------|---------------------------|
|   |              |     | <i>TOTAL HRS</i> | <i>BURDENED RATE</i> | <i>BURDENED WAGE COST</i> | <i>TOTAL HRS</i> | <i>BURDENED RATE</i> | <i>BURDENED WAGE COST</i> |
| Project Manager                                       | Bob Nichols  | WSP | 96               | \$255                | \$24,480                  | 0                | \$264                | \$0                       |
| RE/APM  | Kevin Barker | WSP | 96               | \$155                | \$14,880                  | 0                | \$160                | \$0                       |
| Project Administration                                | Kavleen Kaur | WSP | 7                | \$153                | \$1,071                   | 0                | \$158                | \$0                       |
| Senior Inspector*                                     | TBD          | WSP | 96               | \$179                | \$17,184                  | 0                | \$185                | \$0                       |
|   | TOTALS:      |     | 295              |                      | \$ 57,615.00              | 0                |                      | 0                         |

Total \$57,615

### WSP ESTIMATED MISCELLANEOUS EXPENSES

|                                |              | UNIT  | QTY | COST (\$) | SUBTOTAL (\$) | TOTAL (\$)     |
|--------------------------------|--------------|-------|-----|-----------|---------------|----------------|
| <b>A) FIELD COSTS</b>          |              |       |     |           |               |                |
| Total Hours for Field CM Staff |              |       |     |           |               |                |
| Project Manager                | Bob Nichols  | Hours | 96  | \$14      | \$1,344       |                |
| RE/APM                         | Kevin Barker | Hours | 96  | \$14      | \$1,344       |                |
| Intern                         | TBD          | Hours | 0   |           | \$0           |                |
| Project Administration         | Kavleen Kaur | Hours | 7   |           | \$0           |                |
| Senior Inspector*              | TBD          | Hours | 96  | \$14      | \$1,344       |                |
| Senior Inspector*              | 0            | Hours | 0   | \$14      | \$0           |                |
| Senior Inspector*              | 0            | Hours | 0   | \$14      | \$0           |                |
|                                |              |       |     |           |               | <b>\$4,032</b> |
| <b>B) OFFICE COSTS</b>         |              |       |     |           |               |                |
| Computers                      |              | Hour  | 295 | \$0.35    | \$103         |                |
| Miscellaneous Supplies         |              | Month | 2.0 | \$250     | \$500         |                |
| Printing                       |              | Month | 2.0 | \$50      | \$100         |                |
|                                |              |       |     |           |               | <b>\$703</b>   |
|                                |              |       |     |           |               | <b>\$4,735</b> |
| <b>TOTAL DIRECT EXPENSES</b>   |              |       |     |           |               |                |



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael W. Bessette, Executive Director  
Seth Wurzel, Budget Manager

**SUBJECT:** Sutter Butte Basin Regional Levee Improvement Program Levee Development Impact Fee  
Nexus Study and Collection Agreement Approval

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## **Recommended Action**

It is recommended that the SBFCA Board of Directors;

- 1). Adopt a resolution, approving a form of Nexus Study for the Sutter Butte Basin Regional Levee Development Impact Fee (Regional LDIF) as a template for use by the Agency's member land use jurisdictions; and,
- 2). Delegate authority to the Executive Director to execute a collection agreement with the Counties of Sutter and Butte and the Cities of Biggs, Gridley, Live Oak, and Yuba City substantially in the form attached and subject to the review and approval by Agency Counsel.

## **Background**

The Sutter Butte Flood Control Agency (SBFCA) was formed in 2007 for the purpose of consolidating efforts of several agencies and communities with flood management responsibilities and implementing locally led flood protection projects. SBFCA's membership is comprised of the Counties of Butte and Sutter and the Cities of Biggs, Gridley, Live Oak, and Yuba City, and Levee District 1 and 9. SBFCA's City and County members have land use authority and are responsible for making key decisions that impact development in the floodplain.

As part of its comprehensive capital facilities fee program, Yuba City started collecting a flood protection development impact fee in October 2007. The fee was collected throughout Yuba City as well the City's sphere of influence within Sutter County. Through coordination with Yuba City, SBFCA reviewed the levee fee component of Yuba City's AB 1600 Nexus Study and subsequent to that review, prepared the attached Nexus Study to justify a fee that works in concert with SBFCA's overall funding and financing plan for levee improvements within the Sutter-Butte Basin. Yuba City rescinded their impact fee in June 2021 with the understanding that SBFCA would consider establishing a Regional Impact Fee.

## **Present Situation**

Since 2007, several key facts and circumstances that supported the Yuba City Nexus Study have changed, necessitating the development of a new Regional Levee Impact Fee Program. SBFCA in coordination with the Cities and Counties is working to implement the new Levee fee that address the following key issues. In summary, the Regional LDIF reflects the following:

- A detailed update of planned developments in all jurisdictions within the boundaries of SBFCA

- The Regional LDIF only applies to planned development within the Sutter-Butte Basin that benefits from the facilities providing reduced flood risk. For determining the allocation base for the fee, planned development is all development that has been identified by the land use jurisdictions and is expected to obtain a building permit after the implementation of the fee program. The study provides a summary of planned new development by land use that expected to be subject to the fee for the duration of the fee program.
- Inclusion of the full scope of SBFCA's levee improvement program
  - The benefits identified in SBFCA's Assessment District Engineer's Report were based on all elements of the Sutter-Butte Basin protection system being completed, with the assumption that the required improvements to the Southern portion of the Sutter-Butte Basin would be completed by the Department of Water Resources (DWR). However, it is clear that DWR will not have sufficient funding available to prioritize the repairs and improvements along the Southern portion of the Basin. As such the overall funding plan reflected in the Regional LDIF Nexus Study takes into consideration updated assumptions regarding cost sharing for the improvement required to complete SBFCA's charge reflected in its adopted Strategic Plan.
- Recognition of SBFCA's current Assessment District and the funding provided
  - Since 2010, SBFCA's Assessment District has collected assessments from all properties benefiting from a completed system of improvements within the Sutter-Butte Basin. This includes the benefits to be conveyed by repairs and improvements to both the Feather River West Levee (FRWL) and the Sutter Bypass East Levee. The investment of Assessment collected in the rural portion of the Basin, have helped advance improvements to the northern urban portion of the Basin based on the prioritization of risk and consequence. The Regional LDIF, when collected and utilized to help complete rural Basin repairs will help ensure that the benefits of the completed improvements are realized by all properties being assessed.
  - Within the Regional LDIF Nexus Study, the amount of funding expected to be generated by the Fee considers the Assessment District, existing grants, and reflects an assumption for future State/Federal cost sharing of remaining projects.

The purpose of the new Regional LDIF is to ensure complete and full funding for levee improvements to provide 200-year protection to the urban (Northern) portion of the Sutter-Butte Basin and 100-year protection to the rural (Southern) portion of the Basin. As outlined in SBFCA's adopted Strategic Plan and Assessment District Engineer's Report, the Regional LDIF is intended to fund repairs, rehabilitation, and improvements including those beyond what can be completed solely with funding from the SBFCA Assessment District and State funding. The Fee coupled with the SBFCA Assessment District and grant funds, generates the funding necessary to implement the SBFCA adopted Strategic plan.

Agency staff and consultants have prepared drafts of the main documents needed to implement a proposed Sutter-Butte Basin Regional Levee Improvement Program. These include the following items attached to this report:

- Sutter-Butte Basin Regional Levee Improvement Program Development Impact Fee – Nexus Study Dated December 14, 2022.
- Agreement for Collection of SBFCA Regional Levee Improvement Program Development Impact Fee

The following discussion summarizes the attached materials and provides additional context for the Board's consideration of the recommended actions.

#### *Nexus Study*

The preparation of a Nexus Study is the first step in the process of approving the Sutter-Butte Basin Regional

Levee Improvement Development Impact Fee Program. The Mitigation Fee Act (also known as “AB 1600,” Government Code sections 66000, et seq.), identifies the required findings which must be made in any action establishing, increasing, or imposing a development impact fee as a condition of approval of a development project. The attached Nexus study has been prepared in a manner that establishes an equitable and fair share impact fee that can be imposed on all planned development projects that are provided 200-year protection to the urban (Northern) portion of the Sutter-Butte Basin and 100-year protection to the rural (Southern) portion of the Basin. Impact Fees would be collected to continue providing the funding necessary to pay for the levee system improvements. In general, the study establishes the “nexus” between the impacts of the development project and the costs associated with the construction of public facilities to mitigate the impacts.

The Nexus Study documents the findings required by the Mitigation Fee Act and include the following:

- Identify the purpose of the fee.
- Identify the use to which the fee is to be put.
- Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed.
- Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
- Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility (or portion of the public facility) attributable to the development project on which the fee is imposed.

The required findings and supporting discussion for the Development Impact Fee are presented within the Nexus Study. **Tables 1** below summarizes the preliminary initial fee rates documented and justified within the Nexus Study. **Table 2** details the demonstrative rates on a per unit basis and provides a comparison to the previously rescinded Yuba City rates that were in effect till June 2021. It is Staff’s goal to work with the Member Land Use Agencies to implement the new fee rates effective by July 1, 2023. This timing is subject to approval of the Nexus Study Update by the land use agencies

**Table 1 – Preliminary Initial Fee Rates**

| Land Use                  | Cost Share<br>Table 8 | Admin Fee<br>3% | Fee Rate Per<br>1,000 Sq Ft [1] |
|---------------------------|-----------------------|-----------------|---------------------------------|
| Single Family Residential | \$416                 | \$12            | \$428                           |
| Multi-Family Residential  | \$261                 | \$8             | \$269                           |
| Commercial                | \$423                 | \$13            | \$436                           |
| Industrial                | \$271                 | \$8             | \$279                           |

[1] These initial Fee Rates are effective upon adoption through the end of FY 2022-2023 after which annual Fee escalation, as described in the Nexus Study, will be applied starting July 1, 2023. Rounded to the nearest whole dollar.

**Table 2 – Demonstrative Rates on Per Unit Basis**

| Land Use                      | Per Unit Fee Rates                        |   |                                |
|-------------------------------|---|---|--------------------------------|
|                               | <i>Proposed SBFCA Fee<br/>(Estimated)</i> | <i>Current Yuba City [1]<br/>Flood Protection</i> | <i>Estimated<br/>Reduction</i> |
| Single Family Residential [2] | \$642                                     | \$3,951   | 84%                            |
| Multi-Family Residential [2]  | \$215                                     | \$2,832   | 92%                            |
| Commercial / KSF              | \$436                                     | \$632   | 31%                            |
| Industrial / KSF              | \$279                                     | \$316   | 12%                            |

[1] Per Yuba City Permit Calculation Sheet Effective January 1, 2021 (now rescinded)

[2] Assumes a 1,500 sq. Ft Single Family Residential unit and a 800 Sq. Ft Multi-Family Residential Unit

### *Collection Agreement*

To facilitate collection of the Regional LDIF, SBFCA proposes to enter into the attached collection agreement with each of the land use jurisdictions within the Sutter-Butte Basin to administer and collect the Regional LDIF. The Regional LDIF will apply to all Planned Development in the Sutter-Butte Basin that creates a flood protection impact.

Staff requests that the Board delegate authority to the Executive Director, after consultation with Agency Counsel, to execute an Agreement substantially in the form attached to this report. The following summarizes the substantive terms reflected with the attached form of agreement:

- On July 1, 2023, or soon thereafter the fee becomes effective within each Land Use Agency consistent with the Mitigation Fee Act, the Land Use agencies will commence collection of the Regional LDIF.
- The Land Use Agencies will deposit all Regional DIF revenues collected, including any interest earned on funds collected less 3% Administrative costs of collection, with SBFCA.
- SBFCA will provide a 60-day notice to the Land Use Agencies of any needed proposed changes to the Regional LDIF including regular escalation of the Fee.
- The agreement also addresses reimbursement of the Regional LDIF in the event of collection errors or building permit cancellation, appeals of Regional LDIF calculations or applicability, indemnity, notice and other standard legal agreement provisions.

### **Fiscal Impact**

A detailed cost estimate and financing plan prepared by SBFCA demonstrates how the Agency intends to generate the funds needed to implement the Sutter Butte Basin Levee Improvement Program. The Nexus Study provides a summary of the total expected expenditures to implement the levee improvement program. An estimated \$625 million is required to achieve 200-year protection to the urban (Northern) portion of the Sutter-Butte Basin and 100-year protection to the rural (Southern) portion of the Basin. Through assessment revenue, grant funding (actual and assumed), and bond sale proceeds, SBFCA is estimated to generate a total of \$604 million in revenue, leaving a total of \$21 million in required remaining funding. With the implementation of the Regional LDIF, SBFCA will close that funding gap. The fee will fund repairs, rehabilitation, and improvements including those beyond what is able to be completed solely with funding from SBFCA existing revenue streams.

At this time, there would be no net Fiscal Impact as a result of the Board's approval of the recommended action. Upon approval of the Nexus Study by SBFCA's Member Land Use Agencies SBFCA would see positive net fiscal impacts to the Board Approved Budget as a result of additional revenues from the proposed Development Impact Fee.



Attachments:

**Attachment A:** SBFCA Resolution 2022-18 A Resolution approving A form of Nexus Study for the Sutter Butte Basin Regional Levee Improvement Program Nexus Study

- Exhibit 1 –Sutter Butte Basin Regional Levee Improvement Program Levee Development Impact Fee Nexus Study dated December 14, 2022.
- **Attachment B** - Agreement for Collection of Sutter Butte Basin Regional Development Impact Fee.

**Sutter Butte Flood Control Agency**

**RESOLUTION NO. 2022-18**

**APPROVING A FORM OF NEXUS STUDY FOR THE  
SUTTER-BUTTE BASIN REGIONAL LEVEE DEVELOPMENT IMPACT FEE**

WHEREAS, SBFCA is a joint powers authority formed in 2008 for the purpose of improving flood protection in the Sutter-Butte Basin; and

WHEREAS, the Cities of Biggs, Gridley, Live Oak, and Yuba City and the Counties of Butte and Sutter are all member agencies of SBFCA and each has the authority to prescribe, revise, and collect fees as a condition of development of land for the purpose of financing flood control facilities, including the authority to make such fees applicable to development land within their boundaries; and

WHEREAS, each of the cities and/or counties has expressed an interest or intent to exercise this authority to collect fees to provide funding for flood protection; and

WHEREAS, in its role as a joint powers authority planning and implementing flood control activities in the Sutter-Butte Basin, SBFCA has prepared a Sutter-Butte Basin Regional Levee Development Impact Fee Nexus Study (“Nexus Study”) which is attached as Exhibit A to this Agreement, which is intended to be used as a template by each of the cities and counties, and that describes and determines the applicable development impact fee within the city or county (“DIF”) and sets forth the required findings required by Government Code Section 66000 et. seq.

WHEREAS, SBFCA has requested that the four cities and two counties, as a condition of issuance of a building permit for new development within the cities and counties, collect and transmit to SBFCA the applicable DIF for the development project for which such building permit is to be issued.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF SUTTER BUTTE FLOOD  
CONTROL AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Nexus Study. The Board hereby adopts the Sutter-Butte Basin Regional Levee Development Impact Fee Nexus Study as a template for use by its member agencies.

PASSED AND ADOPTED by the Board of Directors of Sutter Butte Flood Control Agency, this \_\_\_th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_ Chair



PUBLIC FINANCE  
& MANAGEMENT  
**RESOLVED**

LARSEN WURZEL  
& Associates, Inc.

2450 Venture Oaks Way, Suite 240  
Sacramento, CA 95833

# Sutter Butte Basin

## **Regional Levee Improvement Program Development Impact Fee**

*NEXUS STUDY*

Prepared for: Butte County, Sutter County, City of Biggs, City of Gridley,  
City of Live Oak, and City of Yuba City

Prepared by: Larsen Wurzel & Associates, Inc.

Prepared on Behalf of: Sutter Butte Flood Control Agency (SBFCA)

December 14, 2022

**RESOLUTION PLACEHOLDER**

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Appendix B: Funding Sources Detail

Appendix C: Estimated Cost Allocation By Land Use Agency

## LIST OF ABBREVIATIONS

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|                          |  |
|--------------------------|--|
| 2007 Nexus Study         | Yuba City Impact Fee Justification Report  |
| 2010 SBFCA Assessment ER | SBFCA Assessment District Final Engineer's Report prepared by Parsons Brinckerhoff dated July 14, 2010 |
| AB 602                   | Assembly Bill 602 (2021)   |
| AB 1600                  | Assembly Bill 1600, Mitigation Fee Act   |
| DWR                      | California Department of Water of Resources  |
| CCI                      | Construction Cost Index  |
| ENR                      | Engineering News-Record  |
| FEMA                     | Federal Emergency Management Agency  |
| FRWLP                    | Feather River West Levee Project   |
| GDA                      | Gross Developable Acreage  |
| JPA                      | Joint Powers Authority   |
| Levee Fee                | Yuba City flood protection development impact fee  |
| LFMA                     | Local Flood Management Agency  |
| LWA                      | Larsen Wurzel & Associates, Inc.   |
| Member Land Use Agencies | Counties of Butte and Sutter and the Cities of Biggs, Girdley, Live Oak, and Yuba City (collectively)  |
| Nexus Study              | Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee Nexus Study               |
| Regional LDIF            | Sutter Butte Basin Regional Levee Improvement Program Development Impact                               |
| SBFCA Board              | SBFCA Board of Directors   |
| USACE                    | U.S. Army Corp of Engineers  |



## SUMMARY

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### Overview

Larsen Wurzel & Associates, Inc. (LWA) has prepared this Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee (Regional LDIF) Nexus Study (Nexus Study) by request of the Sutter Butte Flood Control Agency (SBFCA) and on behalf of the Counties of Butte and Sutter and the Cities of Biggs, Girdley, Live Oak, and Yuba City (collectively, the Member Land Use Agencies). This Nexus Study has been prepared to support the adoption of a Regional LDIF by each of the Member Land Use Agencies.

Since October 2007, Yuba City has collected a flood protection development impact fee (Levee Fee) as part of its comprehensive capital facilities fee program. This fee applied to all of Yuba City as well as Yuba City's sphere of influence within Sutter County. In addition, Sutter County relied on the same impact fee justification (2007 Nexus Study) to collect the levee fee within Sutter County's jurisdiction in the Sutter Butte Basin.

SBFCA is supporting the implementation of an updated development impact fee program for the entire region because the facts and circumstances supporting Yuba City's 2007 Nexus Study have changed. This study includes the following updates relative to the 2007 Nexus Study:

- A detailed update of the planned development in all jurisdictions within the boundaries of SBFCA;
- The full scope of SBFCA's levee improvement program; and,
- Recognition of SBFCA's current Assessment District and the funding provided through this mechanism.

It is intended that the Regional LDIF be collected throughout the entire Sutter Butte Basin. This Nexus Study provides the basis for a Regional LDIF to ensure that new development pays its proportionate share of the levee improvements that are being advanced by SBFCA to provide protection to the entire Sutter Butte Basin. It is expected that this Nexus Study and a Regional LDIF will be adopted by each of the Land Use Agencies.

### SBFCA Background

SBFCA was formed in 2007 for the purpose of consolidating efforts of several agencies and communities with flood management responsibilities and implementing locally led flood protection projects. SBFCA is a joint powers authority (JPA) composed of the Counties of Butte and Sutter and the Cities of Biggs, Gridley, Live Oak, and Yuba City, and Levee Districts 1 and 9. Among SBFCA's member agencies, the cities and counties bear the responsibility for making key land use decisions and managing the floodplain. The member levee districts are responsible for the operation and maintenance of flood control facilities within their jurisdiction, including levees and appurtenant structures.

The SBFCA Board of Directors (SBFCA Board) is composed of 13 regular members, each of whom is an elected representative of a SBFCA member Agency. The SBFCA Board is the sole authorizing body for all SBFCA operations and actions. All SBFCA programs, projects, funding, financing, and policy decisions are approved by the SBFCA Board.

As provided for in the SBFCA JPA, SBFCA may exercise a broad suite of powers within its jurisdictional boundaries, including, but not limited to:

1. Plan and implement the ways and means to control flood waters within SBFCA boundaries.
2. Enter into contracts.
3. Evaluate, rehabilitate, reconstruct, repair, replace, improve, or add to the facilities of the State Plan of Flood Control in the Central Valley.
4. Acquire, develop, control, construct, manage, maintain, improve, operate, repair, and replace flood control facilities within the SBFCA boundaries.
5. Enter into agreements with any agency/department of the United States of America, the State of California, or any other governmental agency to provide funding necessary for SBFCA projects and programs.
6. Acquire property, by eminent domain or otherwise, and to hold and dispose of property necessary for SBFCA projects and programs.
7. Incur debts, liabilities, or obligations.
8. Levy and collect special benefits assessments, special capital assessments, and issue revenue bonds.
9. Impose and collect property-related fees, special taxes, and general taxes.
10. Prescribe, revise, and collect fees as a condition of land development.
11. Apply for, accept, and receive Federal, State, or local licenses, permits, grants, loans or other aid from any agency of the United States of America or the State of California.

A benefit assessment district, compliant with California Proposition 218, was created in 2010 to fund specific SBFCA operations, projects, and programs. SBFCA has also sought and received grant funding through a variety of sources (primarily from State of California grant programs). These funding agreements were executed following the formation of the JPA and Assessment District.

The SBFCA adopted Strategic Plan, dated April 2018, formulates and articulates a vision for flood management within the Basin and describes an approach to achieve that vision. The plan is updated every five years, or more often if warranted. It describes the accomplishments planned for the subsequent 10 years and who will be involved in accomplishing the goals and objectives identified. The Strategic Plan was intended to be implemented and referenced by the SBFCA Board, staff, consultants, and member and partner agencies. It informs and promotes alignment among the interested public, the State of California (Executive and Legislative branches), and involved flood managers at Federal, State, and local levels.

The Regional LDIF, when coupled with the SBFCA Assessment District and grant funds, generates the funding necessary to implement the SBFCA adopted Strategic Plan.

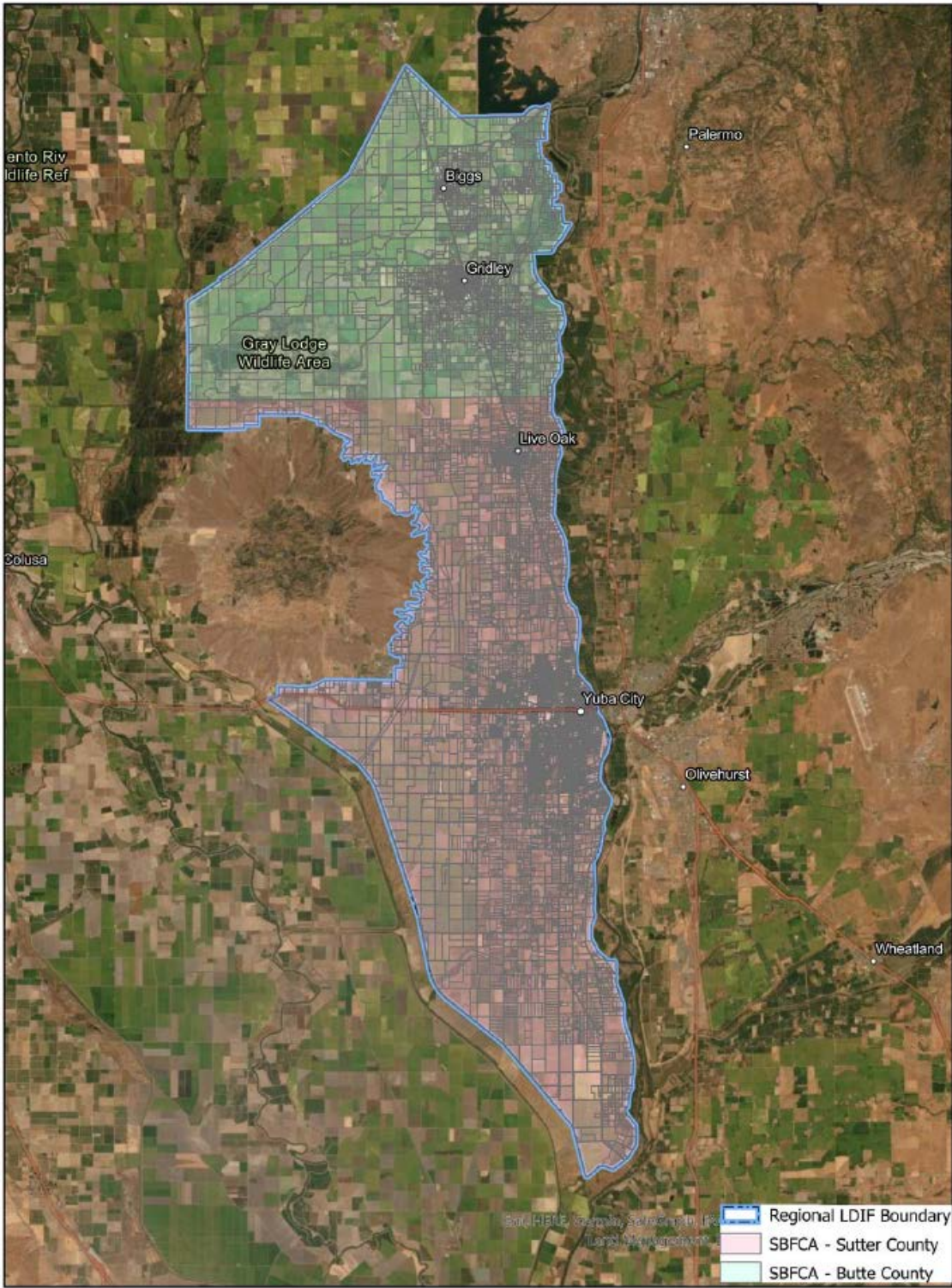
## Regional Fee

This study is being prepared for SBFCA, the Local Flood Management Agency (LFMA) responsible for planning, implementing, funding, and financing the levee improvement program for the Sutter Butte Basin. This study is being prepared as a regional fee with the intent that each Member Land Use Agency will individually approve

the Nexus Study, adopt the Regional LDIF, and collect and remit fees to SBFCA. **Figure 1** shows the Regional LDIF Boundary.

While some portions of the Sutter Butte Basin levee improvement program have been completed, other portions must still be completed to provide the entire Sutter Butte Basin with the reduced flood risk described in the 2007 Nexus Study. At the time of the 2007 Nexus Study, and as late as the approval of SBFCA's Assessment District in 2010, it was expected that improvements in the southern portion of the Basin would be completed by either the U.S. Army Corp of Engineers (USACE) or California Department of Water of Resources (DWR). Because of this, assessments collected from all properties, including those in the southern portion of the Basin, were utilized to advance construction throughout the entire reach of the Feather River West Levee Project, benefitting all properties within the Basin. Since the adoption of the 2010 Assessment, it has become clear to SBFCA that DWR will not be leading the improvements benefitting the southern portion of the Basin as had been expected. Development projects in the northern portion of the Basin that benefit from the improvements advanced by revenues from the entire Basin must now generate additional funding so that the remainder of improvements can be completed for the benefit of the entire Sutter Butte Basin.

Figure 1: Regional Levee Development Impact Fee Boundary





## Authority and Procedures

### ***Assembly Bill No. 1600: Mitigation Fee Act (1987)***

This Nexus Study has been prepared to assist with the establishment of a Regional LDIF program in accordance with the provisions of Assembly Bill No. 1600, also known as the Mitigation Fee Act (AB 1600), as codified in Government Code §66000 *et. seq.* AB 1600 sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that “a reasonable relationship,” or nexus, must exist between a governmental exaction and the purpose of the condition. This Nexus Study documents that a reasonable relationship exists between the development impact fee to be levied on each land use category and the cost of facility improvements.

Nexus Study requirements include:

1. Identifying the purpose of the fee.
2. Identifying how the fee is to be used.
3. Determining how a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
4. Determining how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
5. Demonstrating a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

### **AB 1600 Requirement 1: Purpose of Fee**

The Regional LDIF will provide funding for levee improvements to provide 200-year protection to the urban portion of the Sutter Butte Basin and 100-year protection to the remainder of the basin.

### **AB 1600 Requirement 2: Use of the Fee**

The Regional LDIF will fund repairs, rehabilitations, and improvements including those beyond what is able to be completed solely with funding from the SBFCA Assessment District and State Grants to date. The Regional LDIF will fund:

- Improvements to the Feather River West Levee System including:
  - Star Bend Setback Levee constructed by Levee District 1<sup>1</sup>
  - Feather River West Levee Project (FRWLP) Phase 1
  - Gridley Bridge Erosion Repairs
  - Laurel Avenue Flood System Repair Project
  - Federal Sutter Basin Feasibility Study and Increment Constructed by the US Army Corps of Engineers (local sponsor costs only)
  - Feather River West Levee repairs to Reaches 14 through 16

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<sup>1</sup> The scope and costs of the Star Bend Setback Levee includes only the local share funded by SBFCA.

- Lower Feather River Repairs (remaining repairs between Highway 99 and the Sutter Bypass East Levee)
- Sutter Bypass East Levee Project Phases 1 through 3 (from Wadsworth Canal downstream to Feather River confluence)
  - Includes critical repairs for 3 sub-reaches within Phase 1
- Urban Levee Design Criteria Compliance Projects
  - Ongoing certification reporting and compliance for a period of 30 years consistent with the term of projections of development within a Nexus Study
  - ULDC Compliance projects required to maintain an Urban Level of Protection

All of the costs of the above projects/scope of work are included in the Regional LDIF and all local funding (SBFCA's Benefit Assessment) and non-local funding (State Grants) that offset these costs are reflected in this Nexus Study. The net remaining costs are the basis for a Regional LDIF.

As previously noted, this Nexus Study provides the required findings needed to impose a development impact fee pursuant to AB 1600. AB 1600 requires that the fee be calculated by spreading the costs among the anticipated future development in proportion to the impact that development has on the services provided. The 2007 Levee Fee was imposed and collected by Yuba City as a condition of new development's approval only within a portion of the Sutter Butte Basin. SBFCA has prepared this fee study to be collected on a regional basis and requests that all of the member land use agencies collect the fee on its behalf.

To determine costs associated with the Project and the planned development upon which to allocate the costs, a 30-year planning horizon has been assumed and is generally consistent with the remaining time horizons of each of the member land use agencies' General Plans.

### **AB 1600 Requirement 3: Relationship Between Use of Fees and Type of Development**

Development of Residential, Commercial, and Industrial land uses within the Sutter Butte Basin require improved flood control and flood protection services to protect use and life.

Flood risk has two aspects: the probability of flooding and the consequences that follow. An area could have a high probability of flooding, but minimal consequences because it is vacant and contains no infrastructure or people. In this case, flood risk would be considered low. Conversely, a highly urbanized community that has a moderate or low probability of flooding would be considered high risk because of the greater consequences of a flood in that location (i.e., loss of life, livelihood, property, health, and human suffering). There are several ways to quantify flood risk including examining the risk of loss of life and risk of loss to property. The risk of loss to property can be expressed and quantified in terms of Expected Annual Damage (EAD). This Nexus Study uses EAD as a proxy for flood risk. EAD is the product of the probability of flooding (percent chance in any given year) and consequences (dollars of damage as a result of flooding). Without mitigation, additional development increases the EAD by increasing developed property at risk. To protect life and property, it is important for the LFMA to maintain a high level of service (in terms of maintaining low flood risk) within the Sutter Butte Basin as development increases. To maintain the current level of EAD and

reduce the level of flood risk to offset increased EAD, the LFMA must improve the flood protection facilities as development occurs.

Each development project will add to the necessity of flood protection due to the increased EAD because of that development. Additionally, each development project will benefit from the levee infrastructure already in place at the time of development. For the new development described in this Nexus Study to occur in the Sutter Butte Basin, levee improvements that reduce the probability of flooding are necessary.

#### **AB 1600 Requirement 4: Relationship Between Need for Facility and Type of Development**

As stated under **Requirement 3**, development of Residential, Commercial, and Industrial land uses within the Sutter Butte Basin require improved flood control and flood protection services to protect use and life.

Each development project will add to the necessity of flood protection due to the increased EAD as a result of that development. Additionally, each development project will benefit from the levee infrastructure already in place at the time of development. For the new development described in this Nexus Study to occur in the Sutter Butte Basin, levee improvements that reduce the probability of flooding are necessary.

#### **AB 1600 Requirement 5: Relationship Between Amount of Fees and Cost of Facility**

This study includes the following components:

1. A determination of the amount of planned development upon which the costs of the fee funded facilities will be allocated.
2. The identification of costs associated with each improvement, facility, or program funded by the fee.
3. The development of a standard metric by which to proportionately allocate the costs of the facilities between land use categories.
4. A determination of the fee cost per acre for each land use category.
5. A determination of the fee per unit by land use category.
6. A discussion of how the program will be administered by the Land Use Agency.

The Regional LDIF is calculated on a gross developable acreage (GDA) basis then converted to a per unit fee. The fee will be collected on a per unit basis for all types of development. For Single and Multi-Family Residential, a unit is a single dwelling unit. For Commercial and Industrial, a unit is 1,000 square feet of building. All development projects requiring a building permit within the Sutter Butte Basin will be categorized into one of the three development type categories and will be subject to the fee. At the option of each Land Use Agency, the fee may be calculated and collected either prior to issuance of a building permit or prior to issuance of a certificate of occupancy. The Fee will be charged at the then current rate at the time of calculation and collection. The details of the calculation and collection of the fee are further described within the **Fee Program Administration** section of this Nexus Study.

**Table S-1** provides a summary of the proposed initial fee rates per 1,000 square foot through Fiscal Year 2022/2023.

**Assembly Bill No. 602 (2021)****Level of Service Identification Requirements**

This Nexus Study has also been prepared in accordance with the provisions of Assembly Bill 602 (2021) (AB 602) as codified in Government Code § 65940.1, 66016.5, and 66019 and Health and Safety Code § 50466.5. AB 602 sets forth additional procedural requirements for the preparation of a Nexus Study and the adoption of a development impact fee. As it relates to the identification of level of service the following must be identified and provided:

1. The existing level of service;
2. The new level of service; and
3. An explanation of why the new level of service is appropriate.

**AB 602 Requirement 1: Existing Level of Service**

Segments of the Feather River levees do not provide adequate protection against 100-year flood flows and could cause the Sutter Butte Basin to fall into higher-risk Federal Emergency Management Agency (FEMA) flood zones. Ultimately this would result in FEMA requiring flood insurance on properties with a federally insured mortgage and issuing increased flood insurance rates accordingly. Many private lenders may also require flood insurance based on FEMA's requirement. As discussed in the **Regional Fee** section above, some portions of the Sutter Butte Basin levee improvement program have been completed, while other portions must still be completed to provide the entire Sutter Butte Basin with the reduced flood risk described in the 2007 Nexus Study. Since the 2007 Nexus Study, it has become clear to SBFCA that DWR will not be leading the improvements benefitting the southern portion of the Basin as had been expected. Development projects in the northern portion of the Basin that benefit from the improvements advanced by revenues from the entire Basin must now generate additional funding so that the remainder of improvements can be completed for the benefit of the entire Sutter Butte Basin.

**AB 602 Requirement 2: New Level of Service**

The Regional LDIF, in combination with other funding sources, will provide funding for levee improvements to provide the urban portion of the Sutter Butte Basin protection against 200-year flood flows within the Feather River and protection against 100-year flood flows within the Feather River for the remainder of the basin.

**AB 602 Requirement 3: Explanation of Why the New Level of Service is Appropriate**

Without the levee improvements, the Sutter Butte Basin would not be protected from 100-year or 200-year flood flows within the Feather River. This would result in increased risk of loss of use and life safety and may ultimately lead to the requirement of flood insurance as well increases to the FEMA flood insurance rates.

**Housing Development Square Footage Basis Exemption Findings**

AB 602 requires that the calculation of the fee on a housing development project be proportionate to the square footage of the proposed units of the development. This Nexus Study complies with the housing development square footage basis requirement.



**Table S-1**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Summary of Initial Fee Rates per 1,000 Sq Ft by Land Use Category**

| Land Use      | Cost Share | Admin Fee | Fee Rate Per<br>1,000 Sq Ft [1] |
|---------------|------------|-----------|---------------------------------|
|               | Table 8    | 3%        |                                 |
| Single Family | \$416      | \$12      | \$428                           |
| Multi-Family  | \$261      | \$8       | \$269                           |
| Commercial    | \$424      | \$13      | \$436                           |
| Industrial    | \$271      | \$8       | \$279                           |

[1] These initial Fee Rates are effective upon adoption through the end of FY 2022/2023 after which annual Fee escalation, as described in the Nexus Study, will be applied starting July 1, 2023. Rounded to the nearest whole dollar.

### ***Procedural Requirements***

The Member Land Use Agencies intend to adopt the Regional LDIF pursuant to the procedural requirements of both AB 1600 and AB 602. The procedures include the following:

- **Conduct a Noticed Public Hearing to Adopt the Nexus Study:** Each Member Land Use Agency shall conduct a noticed Public Hearing, to adopt this Nexus Study, at which oral or written presentations can be made, this may be part of a regularly scheduled meeting or a special meeting. This public hearing shall be noticed at least 30 days prior in accordance with Government Code § 66016.5(a)(7).
- **Conduct a Noticed Public Hearing to Adopt the Development Impact Fee:** Each Member Land Use Agency shall conduct a noticed Public Hearing, to adopt the development fee associated with this Nexus Study, at which oral or written presentations can be made, as part of a regularly scheduled meeting. This public hearing shall be noticed by publication at least 10 days prior in accordance with Government Code § 6062(a). In addition, notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that any data required by Government Code § 66016(a) is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the Local Agency for mailed notice of meetings on new or increased fees or service charges.
- **Provide Public Information:** Each Member Land Use Agency shall provide public information, at least 10 days prior to their Public Hearing, including available public data indicating the amount of estimated costs required to provide the service for which the fee is to be levied.
- **Adopt a Resolution or Ordinance:** AB 1600 requires that any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution.

Note that Government Code § 66017 states that fees adopted pursuant to the provisions of Government Code § 66016 (those outlined above) are effective no sooner than 60 days after final action on the adoption of the new fee or increase to an existing fee.

## LAND USE CATEGORIES & NEW DEVELOPMENT

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### Land Use Categories

AB 1600 sets forth standards by which monetary exactions on development projects are measured. The need for a public facility must be reasonably related to the level of service required, which varies in proportion to a particular land use type.

The following is a list of the land use type categories utilized for the purpose of this Regional LDIF:

- **Single-Family Residential:** Includes structures that are single-family dwellings and duplexes. Half-plexes, rural homes, and mobile homes requiring a build permit are included in this category.
- **Multi-Family Residential:** Includes structures that are occupied by three or more families living independently of each other, under one roof. This category includes condominiums, triplexes, four-plexes, apartment complexes.
- **Commercial:** Includes offices, retail facilities, hotels, motels, restaurants, service stations and car washes, medical and dental offices, banks, and any other development typically serving and open to the general public.
- **Industrial:** Includes development occupied by manufacturing, warehouses, processing plants, heavy and light industry, lumberyards, storage, bulk plants, truck transfer terminals, and any other development typically serving the manufacturing, storage, or processing industries.

Further details with respect to the specifics of each land use category are discussed within the **Fee Program Implementation** and **Fee Program Administration** sections of this Nexus Study.

### Sutter Butte Basin Land Uses

A central principle to determining a development impact fee is to consider the amount of anticipated future growth over the time horizon of the proposed program. In this case, the scope of facilities needed to provide enhanced flood protection within the Sutter Butte Basin are not necessarily functionally related to the amount of planned or existing development. The new facilities will provide a benefit to existing development. As described above, this Regional LDIF program is one of several sources of funding needed to construct the improvements. The facilities funded by this fee need not be allocated to existing development as a separate funding mechanism will cover the benefit received and service provided to existing development.

This fee only applies to planned development within the Sutter Butte Basin that benefits from the facilities providing reduced flood risk. For the purposes of determining the allocation base for the fee, planned development is all development that has been identified by the land use jurisdictions and is expected to obtain a building permit after the implementation of this fee program.

### *Planned New Development*

Planned new development within Sutter Butte Basin was estimated based on extensive research and coordination with the Counties of Butte and Sutter and the Cities of Biggs, Gridley, Live Oak, and Yuba City.

The details of the planned development estimated over the 30-year horizon of the fee program are documented in **Appendix A. Table 1** provides a summary of planned new development by land use that is subject to the fee for the duration of the fee program. This table provides the total GDA by land use category as well as the total number of Single-Family and Multi-Family units and 1,000 building square feet for Commercial and Industrial development throughout the entire basin. The calculation of units and 1,000 square feet per acre is reflective of development throughout the basin and not specific to any individual Land Use Agency.

**Table 1**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Planned Development Summary**

| <b>Land Use</b> | <b>Gross Developable<br/>Acreage (GDA)</b> | <b>1,000<br/>Building Sq Ft</b> | <b>1,000 Sq Ft<br/>Per Acre [1]</b> |
|-----------------|--|---------------------------------|-------------------------------------|
| Reference       | Table A-1                                  | Table A-2                       |                                     |
|                 | A  | B                               | C = B / A                           |
| Single-Family   | 3,612                                      | 35,235                          | 9.75                                |
| Multi-Family    | 786  | 8,983                           | 11.42                               |
| Commercial      | 736  | 6,504                           | 8.84                                |
| Industrial      | 427  | 5,792                           | 13.57                               |
| <b>Total</b>    | <b>5,561</b>                               |                                 |                                     |

## CAPITAL IMPROVEMENTS AND PROJECTS

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### Capital Costs Allocable to Planned Development

As described above and within the SBFCA Assessment District Final Engineer's Report prepared by Parsons Brinckerhoff dated July 14, 2010 (2010 SBFCA Assessment ER), a series of improvements are needed to ensure that the levee system provides 200-year flood protection to the northern urban portion of the Sutter Butte Basin and 100-Year flood protection to the southern rural portion of the basin. A detailed cost estimate and financing plan has been prepared by SBFCA to demonstrate how the LFMA intends to generate the funds needed to implement its levee improvement program.

The Regional LDIF will fund repairs, rehabilitations, and improvements including those beyond what is able to be completed solely with funding from the SBFCA Assessment District and State Grants to date. The Regional LDIF will fund:

- Improvements to the Feather River West Levee System including:
  - Star Bend Setback Levee constructed by Levee District 1<sup>2</sup>
  - Feather River West Levee Project Phase 1
  - Gridley Bridge Erosion Repairs
  - Laurel Avenue Flood System Repair Project
  - Federal Sutter Basin Feasibility Study and Increment Constructed by the US Army Corps of Engineers (local sponsor costs only)
  - Feather River West Levee repairs to Reaches 14 through 16
  - Lower Feather River Repairs (remaining repairs between Highway 99 and the Sutter Bypass East Levee)
- Sutter Bypass East Levee Project Phases 1 through 3 (from Wadsworth Canal downstream to Feather River confluence)
  - Includes critical repairs for 3 sub-reaches within Phase 1
- Urban Levee Design Criteria Compliance Projects
  - Ongoing certification reporting and compliance for a period of 30 years consistent with the term of projections of development within a Nexus Study
  - ULDC Compliance projects required to maintain an Urban Level of Protection

All of the costs of the above projects/scope of work are included in the Regional LDIF and all local (SBFCA Assessment) and non-local funding (State Grants) that offset these costs are reflected in this Nexus Study. The net remaining costs are the basis for a Regional LDIF.

The Regional LDIF will be only levied on Planned Development within the Sutter Butte Basin. This means that the portion of the costs allocable to existing development, will not be raised through this fee program. The

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<sup>2</sup> The scope and costs of the Star Bend Setback Levee includes only the local share funded by SBFCA.

LFMA will use other local sources (SBFCA Assessment) and non-local (State Grants) to fund the balance of the costs not raised through this fee program.

### **Summary of Capital Improvements Funded by the Development Impact Fee**

The actual costs incurred and estimated costs for the levee improvements are shown in **Table 2**. All estimated costs are in 2021 dollars. **Appendix B** provides details of State Grants and available SBFCA Assessment revenues. The total cost of capital improvements funded are approximately \$625.2 million in 2021 dollars. Other sources of funding are estimated to contribute approximately \$603.9 million which fund existing development's portion of the costs of the levee improvements. The estimated remaining \$21.3 million will be funded by Planned Development through this Regional LDIF program. This amount is used as the basis for calculating the Regional LDIF.

**Table 2**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Costs of Flood Control Capital Projects Covered by the Fee**

| <b>Item</b>  | <b>Total Cost</b>           |
|--|-----------------------------|
| <b>Program Expenditures</b>                                    |                             |
| <b>Feather River West Levee Project Ph 1 &amp; 2</b>           |                             |
| Star Bend Project Payments (to LD1)                            | \$2,222,242                 |
| Feather River West Levee Phase 1 (EIP / UFRR Project)          | \$322,332,310               |
| Gridley Bridge Erosion Repair                                  | \$503,101                   |
| Laurel Avenue FSRP   | \$11,102,697                |
| Federal Project Feasibility Study & Construction (Local Share) | \$13,088,821                |
| Reaches 14 to 16 Repairs                                       | \$29,479,200                |
| Lower Feather River Remainder Phase 2                          | \$20,000,000                |
| <b>Sutter Bypass Improvements</b>                              |                             |
| Small Community Studies  | \$999,969                   |
| Critical Repair Projects                                       | \$30,000,000                |
| Full Repair  | \$190,000,000               |
| <b>ULDC Compliance Projects</b>                                |                             |
|  | \$5,500,000                 |
| <b><i>Subtotal Program Expenditures</i></b>                    | <b><i>\$625,228,341</i></b> |
| <b>Program Revenues</b>  |                             |
| Non-Local Funding Sources [2]                                  | \$473,768,575               |
| Local Funding Sources [3]                                      | \$130,146,977               |
| <b><i>Subtotal Program Revenues</i></b>                        | <b><i>\$603,915,552</i></b> |
| <b>Total Cost Funded by the Levee Fee</b>                      | <b>\$21,312,789</b>         |

Source: SBFCA Budget

[1] Assumed 30-year timeframe at \$500,000 every 5 years.

[2] See Table B-1 for all grant funded sources.

[3] See Table B-2 for all available SBFCA assessment revenues and bond sale proceeds.



## REGIONAL LDIF METHODOLOGY

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In accordance with AB 1600, a calculation of development impact fees must be accompanied by an analysis with enough detail to justify that a thorough consideration was applied in the process of determining how the fee relates to the impacts from new development. Findings must ensure that a reasonable relationship exists between the proposed fee and the development upon which it will be levied. This section describes the methodology utilized in this report in accordance with the requirements of AB 1600.

The fee methodology utilized here includes the following steps:

1. Qualitatively determine and describe the land use categories utilized as the basis for the fee.
2. Quantify the projected growth within the benefiting area in each of the land use categories in terms of GDA.
3. Describe and estimate the capital improvement costs and their applicability to planned new development.
4. Estimate the total building footprint square feet in each land use category and the resulting damageable square feet of structure per acre for each land use category.
5. Use the estimated damageable square feet per acre, an assumed relative structure value per structure type, and the assumed flood damage percentage to estimate the average structure damage per acre per structure type.
6. Use an estimated relative land value per land use category and assumed flood damage percentage to estimate an average land damage per acre per land use category.
7. Use the estimated structure and land damages to determine an estimated total damage per acre per land use category.
8. Apply a Loss of Use and Life Safety Factor to adjust the total damage per acre to determine an adjusted damage per acre per land use category.
9. Determine a relative Flood Damage Index by relating the adjusted damage per acre for each land use category to that of the adjusted damage per acre for the Single-Family Residential land use category.
10. Utilize the Flood Damage index to determine the adjusted equivalent acreage which represents a weighted amount of planned development acreage by land use type within the Sutter Butte Basin.
11. Proportionately allocate the capital improvement costs to each land use category based upon the adjusted equivalent acreage.
12. Determine the cost per GDA by dividing the allocated costs by the GDA of each land use category.
13. Add to each cost per acre the costs of administration of the fee program.
14. Convert the per GDA fee to a per unit fee using assumed density and FAR data to determine the fee amount per unit per land use category to be collected by the land use agencies.

### Cost Allocation and Calculation

The purpose of allocating the capital improvements costs among the various land uses is to provide an equitable method of funding the required improvements. The key to the cost apportionment of capital improvements to different land use types is the assumption that the benefits derived from the facilities are

related to land use type and that such benefits can be stated in relative terms. Only by relating the benefit received from the facilities and the services they provide to land use types can a reasonable nexus, or relationship, be established for the apportionment of costs to that land use.

Since the nature of the improvements in this Nexus Study relate to reducing the flood risk in the Sutter Butte Basin, the equivalency factor determined in Step 9 above is the Flood Damage Index. The Flood Damage Index is a relative factor that relates the adjusted property damages by land use to the property damage of an acre of Single-Family development. The greater the index value, the greater the impact in terms of property damage and loss of use and life associated with a possible flood. An index value closer to zero would indicate lower damage costs and loss of use and life associated with a flood. Given these facts, utilizing the Flood Damage Index as described above is a reasonable method to allocate costs proportionately based on land use.

The following describes the series of tables that calculate the Regional LDIF using the method described above.

Using the estimated total building square feet and the assumed average building stories, **Table 3** determines the estimated building footprint square feet and the associated damageable square feet of structure per acre.

After calculating the damageable square feet of structure per acre for each land use category, the value is then multiplied by the relative structure value per square foot and the assumed flood damage percentage to find the average structure damage per GDA, as shown in **Table 4**. The relative structure value and assumed flood damage percentage are based upon the 2010 SBFCA Assessment ER. **Table 5** uses the relative land value per acre and assumed flood damage percentage based upon the 2010 SBFCA Assessment ER to calculate the average land damage per acre.

By summing the average structure damage and average land damage per GDA values determined in **Table 4** and **Table 5**, a total damage per GDA can be determined. The total damage is then adjusted by a Loss of Use and Life Safety Factor, a factor determined by how many hours per day individuals occupy structures in each land use category. This factor is multiplied by the total damage per acre to determine an adjusted damage per acre. The adjusted damage per acre amount is then used to find the Flood Damage Index or equivalency factor, as illustrated in **Table 6**.

The Flood Damage Index from **Table 6** is used to determine an adjusted equivalent acreage. This amount is used to allocate the local cost to each land use category on a proportional adjusted equivalent acreage basis for each land use category. The allocated cost is then divided by the total GDA in each land use category to find the cost share per GDA as shown in **Table 7**.

**Table 8** shows the allocated costs per GDA of the fee and the Administrative Fee of 3% to determine the total fee amount on a per GDA basis for each land use type. **Table 8** then calculates the Cost Share, Administrative Fee, and Fee Rate on a per unit or 1,000 building square feet basis based on the density of planned development shown in **Table 1**.

**Appendix C** shows the estimated allocated cost per unit for Residential and the estimated cost per 1,000 square feet for Non-Residential development by each Land Use Agency.

**Table 3**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Damageable Square Feet of Structure Per GDA**

| Land Use          | Gross<br>Developable<br>Acreage (GDA) | 1,000 Square<br>Feet [1] | Estimated Total<br>Building Sq Ft | Assumed<br>Average Building<br>Stories | Estimated<br>Building<br>Footprint Sq Ft | Damageable<br>Structure Sq Ft<br>per GDA |
|-------------------|---------------------------------------|--------------------------|-----------------------------------|--|--|--|
| Reference         | Table A-1                             | Table A-2                |                                   |  |  |  |
|                   | A                                     | B                        | C = B*1,000                       | D                                      | E = C/D                                  | F = E/A                                  |
| Single-Family [2] | 3,612                                 | 35,235                   | 35,234,973                        | 1.17                                   | 30,201,406                               | 8,361                                    |
| Multi-Family [3]  | 786                                   | 8,983                    | 8,983,350                         | 2.00                                   | 4,491,675                                | 5,711                                    |
| Commercial        | 736                                   | 6,504                    | 6,503,853                         | 1.00                                   | 6,503,853                                | 8,835                                    |
| Industrial        | 427                                   | 5,792                    | 5,792,371                         | 1.00                                   | 5,792,371                                | 13,572                                   |
| <b>Total</b>      | <b>5,561</b>                          |                          | <b>56,514,548</b>                 |  | <b>46,989,305</b>                        |  |

[1] Single-Family and Multi-Family shown in units; Commerical and Industrial shown in 1,000s of square feet.

[2] Assumes average 2,100 square foot units (all stories) and 1,800 square foot single story units, thus imputing an assumed average number of stories per building.

[3] Assumes average 900 square feet units.

**Table 4**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Relative Structure Damage Per GDA**

| <b>Land Use</b>   | <b>Relative Structure Value Per Sq Ft</b> | <b>Damageable Structure Sq Ft per GDA</b> | <b>Assumed Flood Damage Percentage</b> | <b>Average Structure Damage Per GDA</b> |
|-------------------|---|---|--|---|
| Reference         |   | Table 3                                   |  |   |
|                   | A   | B   | C                                      | D = A*B*C                               |
| Single-Family [1] | \$60                                      | 8,361                                     | 35%                                    | \$175,589                               |
| Multi-Family [1]  | \$60                                      | 5,711                                     | 35%                                    | \$119,939                               |
| Commercial        | \$70                                      | 8,835                                     | 81%                                    | \$500,949                               |
| Industrial        | \$50                                      | 13,572                                    | 77%                                    | \$522,520                               |

Source: SBFCA Assessment Final Engineer's Report date July 14, 2010

[1] The Sutter Butte Flood Control Agency Engineer's Report does not distinguish Single-Family from Multi-Family in the Residential land use category therefore the same relative structure value and flood damage percentage were utilized for both land uses.

**Table 5**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Relative Land Damage per GDA**

| <b>Land Use</b> | <b>Relative Land Value Per GDA</b> | <b>Assumed Flood Damage Percentage</b> | <b>Relative Land Damage Per GDA</b> |
|-----------------|------------------------------------|--|-------------------------------------|
|                 | A                                  | B                                      | C = A*B                             |
| Single-Family   | \$251,000                          | 10%                                    | \$25,100                            |
| Multi-Family    | \$278,000                          | 10%                                    | \$27,800                            |
| Commercial      | \$554,000                          | 10%                                    | \$55,400                            |
| Industrial      | \$233,000                          | 10%                                    | \$23,300                            |

Source: SBFCA Assessment Final Engineer's Report date July 14, 2010

**Table 6**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Relative Flood Damage Index**

| Land Use      | Average<br>Structure Value<br>Damage Per Acre | Average Land<br>Value Damage<br>Per Acre | Total Damage<br>Per Acre | Loss of Use<br>& Life Safety<br>Factor [1] | Adjusted<br>Total Damage<br>Per Acre | Relative Flood<br>Damage Index |
|---------------|---|--|--------------------------|--|--------------------------------------|--------------------------------|
| Reference     | Table 4                                       | Table 5                                  |                          |  |                                      |                                |
|               | A   | B  | C = A+B                  | D  | E = C*D                              | F = E/\$602,066                |
| Single-Family | \$175,589                                     | \$25,100                                 | \$200,689                | 3.00                                       | \$602,066                            | 1.00                           |
| Multi-Family  | \$119,939                                     | \$27,800                                 | \$147,739                | 3.00                                       | \$443,218                            | 0.74                           |
| Commercial    | \$500,949                                     | \$55,400                                 | \$556,349                | 1.00                                       | \$556,349                            | 0.92                           |
| Industrial    | \$522,520                                     | \$23,300                                 | \$545,820                | 1.00                                       | \$545,820                            | 0.91                           |

[1] A ratio of 3:1 based on 24 hours of use for Residential and 8 hours of use for Commerical and Industrial.

**Table 7**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Apportionment of Costs Per GDA**

| <b>Land Use</b> | <b>Gross Developable Acreage</b> | <b>Flood Damage Index</b> | <b>Adjusted Equivalent Acreage</b> | <b>Local Cost Share Percentage</b> | <b>Local Cost Share</b> | <b>Cost Share per GDA</b> |
|-----------------|----------------------------------|---------------------------|------------------------------------|------------------------------------|-------------------------|---------------------------|
| Reference       | Table 1                          | Table 6                   |                                    |                                    | Table 2                 |                           |
|                 | A                                | B                         | C = A*B                            | D = C/5,258                        | E = D*\$21,312,789      | F = E/A                   |
| Single-Family   | 3,612                            | 1.00                      | 3,612                              | 68.7%                              | \$14,640,612            | \$4,053                   |
| Multi-Family    | 786                              | 0.74                      | 579                                | 11.0%                              | \$2,346,651             | \$2,984                   |
| Commercial      | 736                              | 0.92                      | 680                                | 12.9%                              | \$2,757,228             | \$3,746                   |
| Industrial      | 427                              | 0.91                      | 387                                | 7.4%                               | \$1,568,299             | \$3,675                   |
| <b>Total</b>    | <b>5,561</b>                     |                           | <b>5,258</b>                       | <b>100%</b>                        | <b>\$21,312,789</b>     |                           |

**Table 8**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Development Fee Rate Summary**

| Land Use      | Per GDA    |            |          | 1,000 Sq Ft<br>Per Acre | Per 1,000 Square Feet |           |          |
|---------------|------------|------------|----------|-------------------------|-----------------------|-----------|----------|
|               | Cost Share | Admin Fee  | Fee Rate |                         | Cost Share            | Admin Fee | Fee Rate |
| Reference     | Table 7    | 3%         |          | Table 1                 |                       |           |          |
|               | A          | B = A * 3% | C = A+B  | D                       | E = A/D               | F = B/D   | G = C/D  |
| Single-Family | \$4,053    | \$122      | \$4,175  | 9.75                    | \$416                 | \$12      | \$428    |
| Multi-Family  | \$2,984    | \$90       | \$3,073  | 11.42                   | \$261                 | \$8       | \$269    |
| Commercial    | \$3,746    | \$112      | \$3,858  | 8.84                    | \$424                 | \$13      | \$436    |
| Industrial    | \$3,675    | \$110      | \$3,785  | 13.57                   | \$271                 | \$8       | \$279    |



## FEE PROGRAM IMPLEMENTATION

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The Regional LDIF calculations presented in this Nexus Study are based on the best improvement cost estimates, administrative cost estimates, and land use information available at this time. If costs change significantly, if the type or amount of new projected development changes, or if other assumptions significantly change such as Federal or State standards, this Nexus Study and the program should be updated accordingly.

### Regional LDIF Collection

It is expected that each Land Use Agency in the Sutter Butte Basin will individually adopt the Regional LDIF and collect and remit fees to SBFCA. It is expected that as part of the adoption of this Nexus Study by a City or County, the agency will enter into a collection agreement with SBFCA and pursuant to that agreement, SBFCA will support the efficient administration and collection of the fee. SBFCA will support collection by clarifying and specifying any conditions that would trigger the collection of the Regional LDIF or similarly clarifying and specifying any exemption of the Regional LDIF as further described in **Exemptions from the Fee**, below. SBFCA may also support each City or County as requested to specify appropriate development conditions to ensure imposition of the fee, as well as clarify any specifics as to the calculation and collection of the fee. A City or County, at its discretion, may also allow for variations in the method of payment as further described in this section.

### Fee Triggers/Applicability

The Regional LDIF will apply to all Planned Development in the Sutter Butte Basin that creates a flood protection impact. Planned Development is defined as all development that is required to obtain a building permit within the Sutter Butte Basin. At the option of the Land Use Agency, the fee may be calculated and collected either prior to issuance of a building permit or prior to building permit final and/or issuance of a certificate of occupancy. The Fee will be charged at the then current rate at the time of calculation.

### Regional LDIF Program Boundary

The Regional LDIF calculations are based upon the total costs of the levee improvement program and estimated amount of development within the floodplain in the Sutter Butte Basin which encompasses the entire benefit area. By virtue of the cost allocation process, this Regional LDIF program will generate a proportional amount of fee revenue from the share of Planned Development within each of the land use agencies. **Figure 1** (page 4) illustrates the Regional LDIF Program Boundary.

### Exemptions from the Fee

The following land uses and/or projects are exempt from the Regional LDIF:

1. Agricultural Exemption: Development on agricultural zoned land including development of rural residential parcels greater than 5 acres in size.

2. Additions to Pre-Existing Structures: Development projects that 1) require a building permit and 2) are increasing the amount of new structure square footage by no more than 500 new square feet are exempt from the fee. If the project increases the structure by 500 square feet or more, only the incremental new square footage will be charged the fee on a proportionate basis. See details on the proportional basis in the Fee Program Administration, Number of Units section on page 28.
3. Replacement due to Damage (with or without Addition): If the proposed project is an in-kind replacement to a previously existing structure because of fire damage or other natural disaster, the project will be exempt from the fee so long as the replacement does not increase the amount of new structure by more than 300 square feet. If the project increases the structure by more than 300 square feet, the incremental new square footage will be charged the fee on a proportionate basis.
4. Structure raised above the 200-year Floodplain Elevation: Development projects with structures raised above the elevation of the 200-year flood as determined by the Land use agencies or structures removed from the 200-year floodplain by flood control improvements that meet the design standards applicable to the Federal-State flood control system as determined by the Land use agencies, shall be exempt from the fee. The “200-year flood” and “200-year floodplain” are determined without incorporating SBFCA’s completed Feather River West Levee improvements.
5. Open space.
6. Public Agency Owned Land (including Federal, State, and Land use agencies).
7. “Other” land as defined below.

### ***Exceptions to the Exemptions***

With written approval from the Land Use Agency having jurisdiction, any or all portions of the proposed fees may be waived if it can be determined that a proposed project will not derive permanent benefit from the improvements for which the fees are collected (i.e., it can be shown that the property does not benefit from the flood protection). Written fee waivers may be available on a case-by-case basis for certain temporary structures, such as a mobile temporary structure used for construction management purposes.

### **Coverage Period**

The Regional LDIF is to be collected beginning the 61st day after the adoption of the resolution or ordinance approving the fee, as adopted by each Member Land Use Agency’s governing body and for 30-years thereafter, unless updated, amended, or repealed.

### **Administration Costs**

The estimated costs of administration for the Regional LDIF has been included in the fee rates program shown on **Table S1** and **Table 8**. The proposed administrative fee is 3% of the cost of the fee. However, to the extent each Land Use Agency has its own process for determining the administrative cost of the fee, this amount may be adjusted by each Land Use Agency accordingly. These administrative costs will cover the following:

- The development and administration of the Regional LDIF Program.
- Accounting costs associated with the Regional LDIF.

- Any necessary or required annual review of the fee program costs, fees, and policies.
- Any necessary or required annual reporting requirements associated with the fee program.
- Any other ongoing and recurring administrative procedures associated with the program.

## Variations in Method

The Land use agencies will allow for variations in the method of fee payment, including:

- Use of any lawfully created Assessment District or Community Facilities District (CFD) to finance fee payment.
- Voluntary accelerated payment of the fee at the time of filing of any application for a tentative subdivision map, parcel map, or an earlier land use application, at the then-applicable rate.
- The collection of fees or other payments to fund improvements by the land use jurisdictions that are to be used, by agreement, to directly fund or reimburse the cost of the facilities funded by the fee.

The use of these alternative payment mechanisms and the collection of the Regional LDIF may vary among the Land use agencies, however, in any case, the alternative method of payment will be documented within an agreement or memorandum by the Land Use Agency.

## Refunds and Appeals Process

An applicant who has paid the Regional LDIF may request that such fee be refunded at any time prior to commencement of the development, although, to do so would terminate any approved application or permit. Refunds will be made according to the policies and procedures of Land Use Agency, as they are developed, and may reflect deductions to compensate for handling and administrative costs incurred by the land use agencies in processing the fee calculation, collection, and refund request.

Appeals regarding the determination of the applicability and amount of the LDIF are to be made in writing to the Land Use Agency. The Land Use Agency shall respond to the appeal request in writing within 30 days. The determination of the Land Use may be appealed pursuant to any adopted appeal procedures. Any determination by the Land Use Agency's Board of Directors shall be considered final.

## Annual Fee Escalation

To address inflationary costs, the base fee rates shown in this study shall escalate each July 1<sup>st</sup>, commencing July 1, 2023. The fee rates shall escalate annually by the percentage increase in the Engineering News-Record (ENR) 20-City Average Construction Cost Index (CCI) for the period ending April of the previous fiscal year. The base month for this adjustment shall be April 2022. The fee shall be the ratio of the most recent April index to the prior year's April index.

## FEE PROGRAM ADMINISTRATION

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The following describes the general procedures for the administration of the Regional LDIF. The staff of each Land Use Agency may develop more detailed administrative procedures or implement more specific policies after the adoption of the program to more efficiently administer the program and provide needed clarification in certain circumstances.

### Fee Calculation

To calculate the Regional LDIF the following information is required:

- The land use category of the new development.
- The number of residential units or building square footage for non-residential development.
- The current fee rates.

The following provides detailed information on each requirement.

#### ***Land Use Categorization***

The Development Services Department of Yuba City will determine the correct Regional LDIF rate by classifying the proposed development into one of the following four land use categories:

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Industrial

To classify the proposed development into one of the four land use categories, the agency will use the following information:

- The land use type from the zoning code that applies to the land upon which the development is proposed; and
- The descriptions of the four land use categories in this Nexus Study, found in the **Land Use Categories** discussion on page 11.

#### ***Number of Units***

##### **For New Development of Vacant Land**

In the case where a structure is being constructed on vacant land that has not previously been developed:

##### ***Residential Land Uses***

- For all residential land uses, a unit is a single dwelling unit (i.e., a single-family residence is one unit; a duplex is two units; a six-apartment complex is six units).

***Nonresidential Land Uses***

- For nonresidential land uses, a unit is 1,000 square feet of building space and is calculated by dividing the square footage by 1,000.

**For Development of Land with Pre-Existing Structures or Replacement Structures*****Residential Land Uses***

- For a residential expansion project of 500 square feet or more, the incremental new square footage will be charged the fee on a proportionate basis.
- For residential replacement projects, if the project involves development of a new residential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure), and the new structure is larger than the demolished structure by 500 square feet or more, only the incremental new square footage will be charged the fee on a proportionate basis.
- For residential expansion or replacement projects of less than 500 new square feet, no fee will be due.
- For purposes of fee calculation on a proportional basis, a residential unit will be considered 2,000 square feet. Therefore, to calculate the fee for a residential expansion or replacement of 500 square feet or more, the units will be calculated by dividing the new square footage by 2,000. For example, an expansion of 500 square feet would be charged the rate for one-quarter of a unit.

***Nonresidential Land Uses***

- For nonresidential expansion projects more than 500 new building square feet, the additional square footage will be converted to units the same as for new construction by dividing the additional square footage by 1,000.
- For nonresidential replacement projects, if the project involves development of a new nonresidential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure) and the new structure is larger than the demolished structure by 500 square feet or more, the additional square footage will be converted to units the same as for new construction by dividing the additional square footage by 1,000.
- For nonresidential expansion or replacement projects of less than 500 new building square feet, no fee will be due.

***Calculation Steps***

The following steps are required to calculate the development fee:

1. Determine the land use category based on the characteristics of the development and the descriptions of the land use categories.
2. Determine the units of development using the definitions above.
3. Determine the total Regional LDIF by multiply the fee rate from Step 1 and the units from Step 2.

This is the fee applicable to the New Development.

## Fee Revenue Accounting

The revenues raised by payment of the Regional LDIF shall be placed in a separate fund established by Yuba City (Yuba LDIF Fund). Separate and special accounts may be established in the Yuba LDIF Fund and used to account for collected revenues, along with any interest earnings. Yuba City will remit the collected funds to SBFCA pursuant to the terms of the collection agreement executed between SBFCA and Yuba City.

## Periodic Review and Cost Adjustment

SBFCA will periodically review actual project costs and Regional LDIF collections to determine if any updates to the program are warranted. The periodic review will occur no less than every five years. During these reviews, the following aspects will be analyzed:

- Changes to the improvements to be funded by the Regional LDIF program
- Changes in the cost to update or administer the Regional LDIF program
- Changes in annual financing costs
- Changes in assumed land uses
- Changes in development absorption
- Changes in other funding sources

Any changes to the Regional LDIF based on the periodic update will be presented to the SBFCA Board of Directors for approval before an increase of the fee will take effect. SBFCA will send notice of the fee change to the member land use, pursuant to the terms of the collection agreement(s) between SBFCA and the land use agencies.

The fifth fiscal year following the first deposit into the fee account or fund, and annually thereafter, each Land Use Agency is required to make all the following findings about that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be used.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to fulfill the levee improvements.
- Designate the approximate dates that the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

SBFCA must refund the unexpended or uncommitted revenue portion for which a need could not be demonstrated in the above findings unless the administrative costs exceed the amount of the refund.

According to Government Code §66006, SBFCA is required to deposit, invest, account for, and expend the fees in the prescribed manner.

## NEXUS FINDINGS

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### Authority

This report has been prepared in support of the Regional LDIF in accordance with the procedural guidelines established in AB 1600, codified in California Government §66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a “reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition.”

Specifically, each Land Use Agency imposing a fee must:

6. Identifying the purpose of the fee.
7. Identifying how the fee is to be used.
8. Determining that a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
9. Determining how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
10. Demonstrating a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

### Summary of Nexus Findings

The Regional LDIF to be collected for each land use is calculated based on applicability of planned new development to the capital improvement project and standardized acreage proportion of the land use category to the total cost of the improvement. With this approach, the following findings are made regarding the Regional LDIF:

#### ***AB 1600 Requirement 1: Purpose of Fee***

The capital improvements funded by the Regional LDIF are necessary to serve new residential and nonresidential development as described in Section 5 of the SBFCA adopted Strategic Plan.

#### ***AB 1600 Requirement 2: Use of the Fee***

The Regional LDIF will be used to design and construct levee improvements in order to reduce the probability of flooding within the Sutter Butte Basin as further described in Section 5 of the SBFCA adopted Strategic Plan.

#### ***AB 1600 Requirement 3: Relationship Between Use of Fees and Type of Development***

Development of Residential, Commercial, and Industrial land uses within the Sutter Butte Basin will require improved flood control and flood protection services. This Regional LDIF, in conjunction with other funding sources, will fund the improved SBFCA flood protection system as described in Section 5 of the SBFCA adopted Strategic Plan .

***AB 1600 Requirement 4: Relationship Between Need for Facility and Type of***

Each Residential, Commercial, and Industrial development project adds to the incremental need for flood protection because of the increase in damage that would occur as a result of an uncontrolled flood, and the increased burden that the damages will place on the Land use agencies and SBFCA. For the new development described in this Nexus Study to occur within the Sutter Butte Basin, the level of flood control needs to be improved to provide a reduced probability of flooding to the Basin as described in Section 5 of the SBFCA Strategic Plan.

***AB 1600 Requirement 5: Relationship Between Amount of Fees and Cost of Facility***

The appropriate common use factor for allocating costs to each land use is the Relative Flood Damage Index. **Table 6** shows the respective Relative Flood Damage Index for each land use.

SBFCA, acting as LFMA, has estimated the total cost of the required facilities. The allocation of the costs based on the acres adjusted by the Relative Flood Damage Index have been presented in **Table 7**. The result is the cost of the improvements attributed to each acre of Residential, Commercial, and Industrial development. This allocation demonstrates the relationship between the amount of fee and the cost of the portion of the facility attributed to the specific type of development upon which the fee is imposed.



**Appendix A: Planned Development Details**

Planned Development Details ..... A-1

Table A-1: Total Developable Acreage ..... A-3

Table A-2: Total Developable Dwelling Units and Square Feet ..... A-4

## Planned Development Details

### Summary of Planned Development

Development expected to occur within the Regional LDIF Boundary over the next 30 years is subject to the Fee. Generally, development build-out projections from the member Land Use Agency General Plans were analyzed in conjunctions with historical development rates and it was established that using 75% of build-out projections was appropriate to determine the amount of development expected to take place over the next 30 years. Details of projected development acres by development type and Land Use Agency can be found in **Table A1**. Details of projected units for residential and 1,000s of square feet for nonresidential development by Land Use Agency can be found in **Table A2**. It should be noted that, the densities and floor area ratios (FAR) utilized in the calculation of the Regional LDIF are an aggregate of the data across all land use agencies and are not specific to any individual agency.

### City of Biggs

The City of Biggs General Plan dated January 2014 Land Use Element Table LU-4 provides low, medium, and high housing growth scenarios at 3.3%, 3.7%, and 4.1%, respectively, from 2010 through 2035. The Land Use Element also states that unless regional conditions change significantly, annual growth of 1% to 1.5% is more likely. Extrapolating 1.5 percent growth from 2010 through 2050 results in an increase of 398 units. This is consistent with using 75% of the 2035 increase in units based on the low growth scenario which in turn is also consistent with the methodology utilized for other land use agencies. City staff indicated that over the last four years, six homes had been built. Given this information, it was determined that using the 1.5% growth projected growth would be appropriate. Development was assumed to be low density residential at 6 dwelling units per acre as shown in Table LU-5.

### City of Gridley

The City of Gridley 2030 General Plan Land Use Element Table Land Use-2 provides low and high estimated growth within the City Planned Growth Area by dwelling units for residential and by square feet for nonresidential development. Table Land Use-3 provides the same information for growth within the Existing City and SOI. City staff indicated that over the last ten years, 225 residential units and 15,000 square feet of commercial had been built. Given this information, it was determined that using 75% of the lower projected growth from the General Plan would be appropriate. For residential development, average dwelling units per acre as indicated in Table Land Use-5 were utilized. For nonresidential development, half of the maximum FAR was assumed as indicated in Table Land Use-5.

### City of Live Oak

The City of Live Oak 2030 General Plan Land Use Element Table LU-1 provides low and high build-out estimates for the City. The low build-out data was reduced by the estimated established development. City staff indicated that over the next ten years, approximately 450 residential units are already planned to be built. Given this information, it was determined that using 75% of the low build-out acreage estimates, reduced by

the estimated established development acreages, would be appropriate. To estimate total units for residential and 1,000s of square feet for nonresidential, per acre values were calculate based Table LU-1.

### **City of Yuba City**

The City of Yuba City build-out estimates were developed through coordination with the Department of Development Services and use of the May 2018 General Plan Diagram and Water Master Plan in conjunction with GIS data. Build-out acreage estimates were reduced by the estimated established development acreages. To calculate total units for residential and 1,000s of square feet for nonresidential, the densities and FARs provided in the Land Use Classification section of the Yuba City General Plan dated April 8, 2004.

### **Butte County**

Per Butte County Department of Development Services, Single-Family development is assumed to continue at a rate of 74 units per year for the next 30 years. The average lot size was calculated based the information found in the Butte County General Plan Land Use Element indicating that Single-Family units dispersed throughout the unincorporated County totaled approximately 30,000 units on 117,210 acres, or lot sizes of approximately 0.25 acres. Butte County encompasses approximately 1,064,421 acres, of which, approximately 71,737 acres are within the Regional LDIF Boundary, or about 6.75%. Therefore, development of 5 units per year for 30 years was assumed.

### **Sutter County**

Per Sutter County Department of Development Services, Single-Family development is assumed to continue at an average rate of 21 units per year for the next 30 years. The average lot size for Single-Family Residences varies greatly within Sutter County, therefore, an average lot size of 0.25 acre was assumed, consistent with Butte County. Sutter County encompasses approximately 375,902 acres, of which, approximately 121,017 acres are within the Regional LDIF Boundary, or about 32.2%. Therefore, development of 7 units per year for 30 years was assumed.

**Table A-1**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Total Developable Acreage**

| Area / Project                | Residential   |              |              | Nonresidential |            |              | Total        |
|-------------------------------|---------------|--------------|--------------|----------------|------------|--------------|--------------|
|                               | Single-Family | Multi-Family | Subtotal     | Commercial     | Industrial | Subtotal     |              |
| City of Biggs [1]             | 139           | 0            | <b>139</b>   | 0              | 0          | <b>0</b>     | <b>139</b>   |
| City of Gridley [2]           | 358           | 64           | <b>422</b>   | 41             | 138        | <b>179</b>   | <b>601</b>   |
| City of Live Oak [3]          | 1,653         | 171          | <b>1,824</b> | 361            | 0          | <b>361</b>   | <b>2,186</b> |
| City of Yuba City [4]         | 1,772         | 593          | <b>2,366</b> | 372            | 312        | <b>684</b>   | <b>3,050</b> |
| Butte County [5]              | 38            | 0            | <b>38</b>    | 0              | 0          | <b>0</b>     | <b>38</b>    |
| Sutter County [6]             | 53            | 0            | <b>53</b>    | 0              | 0          | <b>0</b>     | <b>53</b>    |
| <b>Total Developable Land</b> | <b>4,013</b>  | <b>828</b>   | <b>4,841</b> | <b>775</b>     | <b>449</b> | <b>1,224</b> | <b>6,065</b> |
| Gross Acreage to GDA Factor   | 90%           | 95%          |              | 95%            | 95%        |              |              |
| <b>Total GDA</b>              | <b>3,612</b>  | <b>786</b>   |              | <b>736</b>     | <b>427</b> |              | <b>5,561</b> |

[3] City of Biggs January 2014 General Plan Land Use Element Section states that 1.5% annual growth is most likely. Growth based on the 2010 reported units of 634. Assumed low density development at 6 dwelling units per acre.

[2]City of Gridley 2030 General Plan Land Use Element Section, assumed 25% of the lower estimate of development identified would occur. For calculation of acreage, for Residential, the average dwelling units per acre were assumed; for Commerical and Industrial, half of the maximum FAR was assumed.

[3] City of Live Oak 2030 General Plan Land Use Element Section, 75% of low build-out data less estimates of current development was assumed.

[6] Per City of Yuba City Department of Development Serivces, 75% of build-out estimates developed using the May 2018 General Plan Diagram and Water Master Plan less estimates of current development.

[5] Butte County 2030 General Plan Land Use Element states that Single-Family development is dispersed throughout the County with approximately 30,000 units on 117,210 acres, equating an average lot size of approximately 0.25 acres.

[6] Per Sutter County Department of Development Services, Single-Family average lot size varies greatly throughout the County, therefore, an average lot size of 0.25 acre was assumed which is consistent with Butte County.

**Table A-2**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Total Developable Dwelling Units and Square Feet**

| Area / Project        | 1,000s Square Feet |              |               | 1,000s Square Feet |              |               |
|-----------------------|--------------------|--------------|---------------|--------------------|--------------|---------------|
|                       | Single-Family      | Multi-Family | Total         | Commercial         | Industrial   | Total         |
|                       | [1]                | [2]          |               |                    |              |               |
| City of Biggs [3]     | 836                | 0            | <b>836</b>    | 0                  | 0            | <b>0</b>      |
| City of Gridley [4]   | 3,898              | 894          | <b>4,793</b>  | 806                | 2,400        | <b>3,206</b>  |
| City of Live Oak [5]  | 13,908             | 1,660        | <b>15,568</b> | 1,897              | 0            | <b>1,897</b>  |
| City of Yuba City [6] | 15,837             | 6,429        | <b>22,266</b> | 3,801              | 3,392        | <b>7,193</b>  |
| Butte County [7]      | 315                | 0            | <b>315</b>    | 0                  | 0            | <b>0</b>      |
| Sutter County [8]     | 441                | 0            | <b>441</b>    | 0                  | 0            | <b>0</b>      |
| <b>Total</b>          | <b>35,235</b>      | <b>8,983</b> | <b>44,218</b> | <b>6,504</b>       | <b>5,792</b> | <b>12,296</b> |

[1] Assumes average 2,100 square foot units.

[2] Assumes average 900 square foot units.

[3] City of Biggs January 2014 General Plan Land Use Element Section states that 1.5% annual growth is most likely. Growth based on the 2010 reported units of 634. Assumed low density development at 6 dwelling units per acre.

[4] City of Gridley 2030 General Plan Land Use Element Section, assumed 75% of the lower estimate of development identified would occur. Assumed residential infill within existing City and SOI was 3:1 SFR:MFR.

[5] City of Live Oak 2030 General Plan Land Use Element Section, 75% of low build-out data less estimates of current development was assumed.

[6] Per City of Yuba City Department of Development Services, 75% of build-out estimates developed using the May 2018 General Plan Diagram and Water Master Plan less estimates of current development.

[7] Per Butte County Department of Development Services, Single-Family development throughout the County is assumed to continue at a rate of 74 units per year. Approximately 6.75% of Butte County is within the SBFCA Boundary, therefore, 5 units per year for 30 years was assumed.

[8] Per Sutter County Department of Development Services, Single-Family development throughout the County is assumed to continue at a rate of 21 units per year. Approximately 32.20% of Butte County is within the SBFCA Boundary, therefore, 7 units per year for 30 years was assumed.

# Appendix B: Funding Sources Detail

Table B-1: Non-Local Funding Sources..... B-1

Table B-2: Local Funding Sources..... B-2

**Table B-1**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Non-Local Funding Sources**

| <b>Item</b>  | <b>Total Cost</b>           |
|--|-----------------------------|
| <b>Feather River West Levee Project (Phases 1 &amp; 2)</b>                 |                             |
| Sutter County Grant (Calpine Levee Funding)                                | \$1,300,000                 |
| EIP Design Grant (Prop 1E)   | \$21,339,829                |
| EIP/UFRR Construction Grant (Prop 1E)                                      | \$234,748,777               |
| FSRP Laurel Ave. - (Prop 1E & 84)  | \$9,920,000                 |
| Gridley Bridge Erosion (Prop 13)   | \$460,000                   |
| Prop 84/1E Emergency Work (R14 - 16)                                       | \$25,000,000                |
| Assumed State Funding for Lower Feather (75%)                              | \$15,000,000                |
| <b><i>Subtotal Feather River West Levee Project (Phases 1 &amp; 2)</i></b> | <b><i>\$307,768,606</i></b> |
| <b>Sutter Bypass Improvements</b>  |                             |
| Small Community Grants   | \$999,969                   |
| Assumed State Funding for Critical / Full Repair (75%)                     | \$165,000,000               |
| <b><i>Subtotal Sutter Bypass Improvements</i></b>                          | <b><i>\$165,999,969</i></b> |
| <b>Total Non-Local Funding</b>   | <b>\$473,768,575</b>        |

Source: SBFCA Budget

**Table B-2**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Local Funding Sources**

| <b>Item</b>  | <b>Local Funding</b>           |
|--|--------------------------------|
| <b>Projected Gross Annual Assessment Revenues</b>                          |                                |
| Estimated 2010-45 Capital Portion of Assessment [1]                        | <b>\$204,125,000.00</b>        |
| <b>Gross Bond / Debt Financing Proceeds (Project Funds made available)</b> |                                |
| Combined Proceeds from Sutter, Yuba City and LD 1 Loans                    | \$5,606,406.00                 |
| 2011 Line of Credit Draws  | \$14,737,649.20                |
| 2013 Bonds Project Fund Deposit  | \$40,000,000.00                |
| 2015 Bonds Project Fund Deposit (Net of 2011 repayment)                    | \$33,708,415.34                |
| <b><i>Subtotal Bond/Debt Financing Proceeds</i></b>                        | <b><i>\$94,052,470.54</i></b>  |
| <b>Gross Debt Service Costs (Principal &amp; Interest)</b>                 |                                |
| Loan Payments to Yuba City, Sutter County and LD 1 [2]                     | \$6,179,084.26                 |
| 2011 Interest Costs  | \$340,001.49                   |
| 2013 Total Debt Service (P&I)  | \$76,835,530.32                |
| 2015 Total Debt Service (P&I)  | \$84,675,877.92                |
| <b><i>Subtotal Debt Service</i></b>  | <b><i>\$168,030,493.99</i></b> |
| <b>Total Local Funding</b>   | <b>\$130,146,976.55</b>        |

[1] Assessment Revenue includes additional proceeds: gained interest, settlements, etc. and an assumption that in later years, assessments are levied up to the required debt service limit.

[2] Actual interest cost on short-term loans paid back to Yuba City, Sutter County and LD1. Proceeds and principal re-payment has been netted from this analysis.



**Appendix C: Estimated Cost Allocation By Land Use Agency**

Table C-1: Residential Estimated Cost per Unit by Land Use Agency ..... C-1

Table C-2: Commercial & Industrial Estimated Cost per 1,000 Sq. Ft. by Land Use Agency..... C-2

**Table C-1**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Residential Estimated Cost Per Unit by Land Use Agency**

| Area              | Single Family<br>Acreage [1] | Multi-Family<br>Acreage [1] | Total<br>Allocated Cost       | Cost Share<br>Percentage | Single &<br>Multi-Family | Average<br>Allocated Cost |
|-------------------|------------------------------|-----------------------------|-------------------------------|--------------------------|--------------------------|---------------------------|
| Reference         | Table A-1                    | Table A-1                   | Table 7                       |                          | Table A-2                |                           |
|                   | A                            | B                           | $C=(A*\$4,053) + (B*\$2,984)$ | $D=(C/\$21,312,789)$     | E                        | $F=C/E$                   |
| City of Biggs     | 125                          | 0                           | \$508,238                     | 2.38%                    | 836                      | \$608                     |
| City of Gridley   | 322                          | 60                          | \$1,486,860                   | 6.98%                    | 4,793                    | \$310                     |
| City of Live Oak  | 1488                         | 162                         | \$6,515,833                   | 30.57%                   | 15,568                   | \$419                     |
| City of Yuba City | 1595                         | 564                         | \$8,148,003                   | 38.23%                   | 22,266                   | \$366                     |
| Butte County      | 34                           | 0                           | \$136,799                     | 0.64%                    | 315                      | \$434                     |
| Sutter County     | 47                           | 0                           | \$191,519                     | 0.90%                    | 441                      | \$434                     |

**Table C-2**  
**SBFCA Regional Levee Development Impact Fee Program**  
**Commercial & Industrial Estimated Cost Per 1,000 Square Feet by Land Use Agency**

| Area              | Commercial<br>Acreage [1] | Industrial<br>Acreage [1] | Total<br>Allocated Cost       | Cost Share<br>Percentage | 1,000<br>Square Feet | Average<br>Allocated Cost |
|-------------------|---------------------------|---------------------------|-------------------------------|--------------------------|----------------------|---------------------------|
| Reference         | Table A-1                 | Table A-1                 | Table 7                       |                          | Table A-2            |                           |
|                   | A                         | B                         | $C=(A*\$3,746) + (B*\$3,675)$ | $D=(C/\$21,312,789)$     | E                    | $F=C/E$                   |
| City of Biggs     | 0                         | 0                         | \$0                           | 0.00%                    | 0                    | \$0                       |
| City of Gridley   | 39                        | 131                       | \$627,232                     | 2.94%                    | 3,206                | \$196                     |
| City of Live Oak  | 343                       | 0                         | \$1,285,905                   | 6.03%                    | 1,897                | \$678                     |
| City of Yuba City | 354                       | 296                       | \$2,412,409                   | 11.32%                   | 7,193                | \$335                     |
| Butte County      | 0                         | 0                         | \$0                           | 0.00%                    | 0                    | \$0                       |
| Sutter County     | 0                         | 0                         | \$0                           | 0.00%                    | 0                    | \$0                       |

AGREEMENT BETWEEN  
SUTTER BUTTE FLOOD CONTROL AGENCY,  
CITY OF BIGGS,  
CITY OF GRIDLEY,  
CITY OF LIVE OAK,  
CITY OF YUBA CITY,  
COUNTY OF BUTTE, and  
COUNTY OF SUTTER  
FOR COLLECTION OF SUTTER-BUTTE BASIN REGIONAL LEVEE IMPROVEMENT  
PROGRAM DEVELOPMENT IMPACT FEE

This Agreement for Collection of Sutter-Butte Basin Regional Levee Improvement Program Development Impact Fee (“Agreement”) is made and entered into as of the Effective Date provided below by Sutter Butte Flood Control Agency (“SBFCA”), the Cities of Biggs (“Biggs”), Gridley (“Gridley”), Live Oak (“Live Oak”), and Yuba City (“Yuba City”), and the Counties of Butte (“Butte”) and Sutter (“Sutter”). Each signatory is a party and collectively all signatories are parties. Any of Biggs, Gridley, Live Oak, or Yuba City are a city and are collectively referred to as cities. Any of Butte and Sutter are a county and are collectively referred to as counties.

RECITALS

WHEREAS, SBFCA is a joint powers authority formed in 2008 for the purpose of improving flood protection in the Sutter-Butte Basin; and

WHEREAS, each of the four cities and two counties is a member agency of SBFCA and has authority to prescribe, revise, and collect fees as a condition of development of land for the purpose of financing flood control facilities, including the authority to make such fees applicable to development land within their boundaries.

WHEREAS, each of the cities and/or counties has expressed an intent to exercise this authority or has exercised this authority to provide funding for flood protection, by adopting a

resolution for the purpose of assisting in the funding for levee improvements to provide 200-year protection to the urban portion of the Sutter-Butte Basin and 100-year protection to the remainder of the basin and to thereby offset the increase in damageable property that is placed in the levee-protected floodplain as new development occurs in this area.

WHEREAS, in its role as a joint powers authority planning and implementing flood control activities in the Sutter-Butte Basin, SBFCA has prepared a Sutter Butte Basin Regional Levee Development Impact Fee Nexus Study (“Nexus Study”) which is attached as Exhibit A to this Agreement, which is intended to be used as a template by each of the cities and counties, and that describes and determines the applicable development impact fee within the city or county (“DIF”) and sets forth the required findings required by Government Code Section 66000 et. seq.

WHEREAS, SBFCA has requested that the four cities and two counties, as a condition of issuance of a building permit for new development within the cities and counties, collect and transmit to SBFCA the applicable DIF for the development project for which such building permit is to be issued.

WHEREAS, the undersigned cities and counties are willing and desire to collect the DIF and to transmit the DIF to SBFCA, and the cities and counties and SBFCA desire to set forth the standards applicable to the collection of the DIF through this Agreement.

### COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.
2. Collection and Transmission of DIF. Following the adoption of the DIF by a city or county, the City or County shall collect the DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the city’s or county’s jurisdiction. The city or county shall transmit to SBFCA all amounts of the DIF that have been collected minus administrative costs, all as provided in Section 8 below. With the transmission of

DIF revenues collected by the city or county, the city or county shall provide a report in mutually agreed upon format of the fee-paying units to facilitate the tracking of fee revenues. The methodology for computing the DIF together with other procedural criteria are specified in the Nexus Study.

3. Deposit of DIF. SBFCA shall establish a separate capital facilities account into which city or county shall, at least quarterly, deposit the DIF funds collected by city or county. Any interest earned on the DIF while held by the city or county shall also be deposited by city or county.

4. Periodic Update of the DIF. SBFCA shall, within 60 days of any adjustments it proposes to make to the DIF, promptly notify the cities and counties of such proposed changes. The cities and counties agree to exercise best efforts to respond to any such proposed changes within 30 days.

5. Refunds. In the event that a city or county collects the DIF or a portion of the DIF in error or a building permit expires without construction taking place, the city or county will recalculate the correct DIF amount and process a refund to the applicant, if necessary. A city or county shall net any refunded amounts from any current DIF not yet remitted to SBFCA under Section 2. If there are insufficient collections held by a city or county not yet transmitted to SBFCA, then SBFCA shall promptly refund any amount due to a city or county to facilitate refunds to the applicant.

6. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved applicant shall be entitled to pay the applicable DIF under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

7. Appeal. A city or county shall hear all appeals for waiver or reduction in a city's or county's DIF, and shall follow any applicable existing policy in hearing such appeals. The city or county shall, within 60 days of any modification to the DIF resulting from any such appeal, notify SBFCA of such modification.

8. Compensation of cities and counties. In consideration for collecting the DIF, SBFCA shall reimburse each city and county for its cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Development Services, Finance and Information Technology Departments and any other impacted departments. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of each city's and county's cost of time and materials for calculating, reporting, collecting, and processing of the DIF.

9. Indemnification of each city and county by SBFCA. To the full extent permitted by law, SBFCA agrees to defend, indemnify, and hold harmless each city and county executing this Agreement and each of its elected and appointed officers, officials, agents, employees, consultants, attorneys and representatives ("Indemnitees"): (i) from and against any and all actions, proceedings, claims, damages, losses, costs, penalties, fines, obligations, errors, omissions, forfeitures, and liabilities, whether actual or threatened ("Claims and Liabilities"), against Indemnitees arising from or related in any way to the collection of DIF or the transfer of DIF to SBFCA; (ii) from and against any Claims and Liabilities arising from or related to this Agreement. The cities and counties shall promptly notify SBFCA of any such Claim and Liability, and, at the option of the city or county, SBFCA shall either undertake defense of the matter and pay the city's or county's associated legal costs or advance funds to pay for defense of the matter by the city or county. In the event the city or county opts for SBFCA to undertake defense of the matter, the city or county will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without SBFCA's consent. The provisions of this section shall survive termination of this Agreement.

10. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

[Fill in Addresses]

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

11. Term and Effective Date.

- a. This Agreement shall become effective upon the execution of the Agreement by SBFCA and the first city or county to execute it (“Effective Date”). It shall be effective for each additional city or county that executes it upon the date of that city’s or county’s execution.
- b. This Agreement shall remain in effect for each city and each county until either (i) the city or county eliminates the DIF, or (ii) SBFCA or the city or county terminates it in accordance with Section 12.

12. Termination. Each city or county may terminate this Agreement as effective for the city or county by giving SBFCA at least six (6) months written notice of withdrawal. In such event the city or county shall, within 10 days of effective withdrawal, cause to be deposited into SBFCA’s separate capital facilities account all DIF funds collected prior to withdrawal. SBFCA may terminate this Agreement by giving all cities and counties that are parties to the Agreement at least (2) months written notice of withdrawal.

13. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

14. Governing Laws And Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of Sutter County, California.

15. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of the other Party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties



hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of SBFCA then in effect.

16. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

17. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

18. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

19. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

SUTTER BUTTE FLOOD CONTROL AGENCY

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By:  
Executive Director

APPROVED AS TO FORM:  
SBFCA Counsel

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By: Scott L. Shapiro

Title: General Counsel

CITY OF BIGGS

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By:  
Title:

ATTEST:

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By:  
Title:

CITY OF GRIDLEY

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By:  
Title:

ATTEST:

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By:  
Title:

CITY OF LIVE OAK

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By:  
Title:

ATTEST:

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By:  
Title:

COUNTY OF BUTTE

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By:  
Title:

ATTEST:

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By:  
Title:

COUNTY OF SUTTER

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By:  
Title:

ATTEST:

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By:  
Title:

CITY OF YUBA CITY

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By:  
Title:

ATTEST:

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By:  
Title:



# EXHIBIT A

## DIF Resolution





# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director  
Seth Wurzel, Budget Manager

**SUBJECT:** Receive and File Monthly Financial Reports (October 2022)

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## **Recommendation**

Staff recommends that the Board receive and file the October 2022 Financial Reports and receive staff's monthly financial report update.

## **Background**

Staff will provide a brief presentation of SBFCA's current financial position and financial activities at the Board meeting and will be prepared to answer any questions. For this report, staff is presenting financial information for October 2022. Staff's oral presentation will cover the financial activities of the Agency through October 2022.

The monthly financial reports include the following information:

- Current Working Capital Position: The reports provide an update as to the liquidity of the Agency and ability to cover current obligations. This information is presented within the monthly financial reports prepared in coordination with Yuba City finance staff. The current and past months' financial reports reflects the financial information as of October 2022. The information presented is compared to the Final Amended Final Budget for 2021/22 and 2022/23.

## **Fiscal Impact**

This is an informational item with no fiscal impact.

## **Attachments**


Yuba City Finance Department Memorandum, December 14, 2022 re: Monthly Financial Report: October 2022



**Yuba City  
Finance Department  
Memorandum**

**Date:** December 14, 2022

**To:** Board Members, Sutter Butte Flood Control Agency  
Michael Besette, Executive Director

**From:** Spencer Morrison   
Agency Treasurer / Yuba City Finance Director

**Subject:** Monthly Financial Report: October 2022

Attached is the Monthly Financial Report for the Sutter Butte Flood Control Agency for the month of October covering fiscal years 2021-22 and 2022-23. This Monthly Financial Report includes the following information prepared by SBFCA:

- Total working capital reconciliation: A reconciliation of total working capital for fiscal year 2021-22 to date and 2022-23 through October 2022 as compared to the amended SBFCA Budget is shown. The statement also shows the cumulative expenditures and revenues incurred through June 30, 2022 for fiscal year 2021-22 as compared to their final amended budget figures. The statement also shows an estimated amount of invoiced expenditures and revenues received to date for fiscal years 2021-22 and 2022-23. The total preliminary working capital for the Agency as of October 31, 2022 is estimated to be \$18,791,598 (**Exhibit A**).

As of the date of this report, the estimated difference between invoiced expenditures and paid expenditures is approximately \$1,707,706.

For fiscal year 2021-22 to date, the total amount of revenue received through grants from the State of California and assessment collection included in the working capital totals \$16,379,502. For fiscal year 2022-23 thru October, the total amount of revenue received through grants from the State of California and assessment collection included in the working capital totals \$-1,186 due to a reversed interest accrual journal entry. This represents combined Proposition 1E revenue for the EIP/UFRR, Small Communities, Regional Planning, and various OWA projects and Proposition 13 revenue for the Feasibility Study.

SBFCA has drawn the balance of its 2013 Assessment Revenue Bond proceeds.

**SBFCA Monthly Financial Report: October 2022**  
**December 14, 2022**

Taking into consideration payable expenses, assessment revenues received, State funding received, financing draws, and the repayment of debt, the Total Preliminary Working Capital for the Agency is approximately \$21,437,857.

- Summary statement of cumulative activities for fiscal year 2021-22 to date: This statement shows the expenditures by fund and by the major expenditure category – Operations & Capital (USACE Study, EIP, Stakeholder Management, Regional Planning, Emergency Response Planning, etc.). This statement also shows the amounts received and expended to date, as compared to the Final Amended SBFCA Budget for fiscal year 2021-22. This statement has been reconciled by SBFCA staff to the City of Yuba City's financial system (**Exhibit B**).
- Summary statement of cumulative activities for fiscal year 2022-23 through October 2022: This statement shows the expenditures by fund and by the major expenditure category – Operations & Capital (USACE Study, EIP, Stakeholder Management, Regional Planning, Emergency Response Planning, etc.). This statement also shows the amounts received and expended through October 2022, as compared to the Final Amended SBFCA Budget for fiscal year 2022-23. This statement has been reconciled by SBFCA staff to the City of Yuba City's financial system (**Exhibit C**).

Check registers reflecting all checks issued on behalf of the Agency for fiscal year 2021-22 accrual period after June 30, 2022, as well as those reflective of expenses for October 2022 for fiscal year 2022-23 are also included.

This correspondence is informational only. Please review and file.

Thank you.

# Exhibit A

## SBFCA BUDGET TOTAL WORKING CAPITAL RECONCILIATION

| <u>Line Item Description</u>                  | FY 2021/22                            |                                 |                                   | FY 2022/23                            |                                    |                                   |
|---|---------------------------------------|---------------------------------|-----------------------------------|---------------------------------------|------------------------------------|-----------------------------------|
|   | <u>Amended<br/>2021-22 Budget [1]</u> | <u>Month Ending<br/>June-22</u> | <u>Rec'd/Invoiced<br/>to Date</u> | <u>Amended<br/>2022-23 Budget [1]</u> | <u>Month Ending<br/>October-22</u> | <u>Rec'd/Invoiced<br/>to Date</u> |
| <b>Working Capital Beginning of Period</b>    |                                       |                                 |                                   |                                       |                                    |                                   |
| Operational Fund 730                          | 5,719,277                             | 5,719,277                       | 5,719,277                         | 5,463,995                             | 6,175,081                          | 6,174,947                         |
| Capital Fund 731 - USACE Study                | (9,648,829)                           | (9,648,545)                     | (9,648,545)                       | (9,711,179)                           | (9,900,208)                        | (9,900,245)                       |
| Capital Fund 731 - EIP/UFRR                   | 36,311,487                            | 36,311,487                      | 36,311,487                        | 40,652,980                            | 38,783,147                         | 39,052,594                        |
| Capital Fund 731 - Stakeholder                | 23,267                                | 23,267                          | 23,267                            | 23,267                                | 23,267                             | 23,267                            |
| Capital Fund 731 - RFMP                       | (259,696)                             | (259,696)                       | (259,696)                         | (214,196)                             | (296,360)                          | (296,360)                         |
| Capital Fund 731 - OWA                        | (1,889,592)                           | (1,889,592)                     | (1,889,592)                       | 35,954                                | 102,933                            | 93,931                            |
| Capital Fund 731 - ER Planning                | (69,991)                              | (69,991)                        | (69,991)                          | (69,991)                              | (69,991)                           | (69,991)                          |
| Capital Fund 731 - Gridley Bridge             | (73,099)                              | (73,099)                        | (73,099)                          | (73,099)                              | (73,099)                           | (73,099)                          |
| Capital Fund 731 - FSRP                       | (1,749,291)                           | (1,749,291)                     | (1,749,291)                       | (1,775,291)                           | (1,776,583)                        | (1,776,583)                       |
| Capital Fund 731 - FRWLP Phase II             | -                                     | -                               | -                                 | -                                     | (6,208)                            | (6,208)                           |
| Capital Fund 731- ULOP                        | (6,844)                               | (6,844)                         | (6,844)                           | (6,844)                               | (6,844)                            | (6,844)                           |
| Capital Fund 731 - Small Communities          | (137,258)                             | (137,116)                       | (137,116)                         | (112,896)                             | (196,773)                          | (92,157)                          |
| Capital Fund 731 - Flood & Emergency          | (604,097)                             | (604,097)                       | (604,097)                         | (604,097)                             | 1,895,697                          | 1,895,697                         |
| Capital Fund 731 - Sediment Removal           | (8,472,344)                           | (8,472,344)                     | (8,472,344)                       | (5,290,136)                           | (10,769,921)                       | (10,997,836)                      |
| Capital Fund 731 - FRWLFA                     | (179,611)                             | (179,281)                       | (179,281)                         | (335,111)                             | (606,111)                          | (606,111)                         |
| <b>Total Beginning of Period</b>              | <b>18,963,378</b>                     | <b>18,964,135</b>               | <b>18,964,135</b>                 | <b>27,983,355</b>                     | <b>23,278,026</b>                  | <b>23,415,002</b>                 |
| <b>Transfers</b>                              |                                       |                                 |                                   |                                       |                                    |                                   |
| Operational Fund 730                          |                                       |                                 |                                   |                                       |                                    |                                   |
| Capital Fund 731                              |                                       |                                 |                                   |                                       |                                    |                                   |
| <b>Net Transfers</b>                          |                                       |                                 |                                   |                                       |                                    |                                   |
| <b>Revenues</b>                               |                                       |                                 |                                   |                                       |                                    |                                   |
| Operational Fund 730                          | 750,000                               | 785,286                         | 785,286                           | 750,000                               | -                                  | -                                 |
| Capital Fund 731                              |                                       |                                 |                                   |                                       |                                    |                                   |
| Capital Fund 731 - USACE Study                | -                                     | -                               | -                                 | -                                     | -                                  | -                                 |
| Capital Fund 731 - EIP/UFRR (Local)           | 7,677,301                             | 6,056,496                       | 6,056,496                         | 5,750,000                             | (1,186)                            | 10                                |
| Capital Fund 731 - EIP/UFRR (State)           | 4,500,000                             | 3,760,277                       | 4,186,162                         | 1,388,247                             | -                                  | 3,482,116                         |
| Capital Fund 731 - RFMP                       | 50,000                                | -                               | -                                 | 222,750                               | -                                  | -                                 |
| Capital Fund 731 - OWA                        | 3,090,509                             | 2,569,538                       | 2,623,982                         | 742,964                               | -                                  | 144,497                           |
| Capital Fund 731- FSRP                        | -                                     | -                               | -                                 | -                                     | -                                  | -                                 |
| Capital Fund 731 - Small Communities          | 200,000                               | 49,189                          | 153,805                           | 1,108,790                             | -                                  | 64,750                            |
| Capital Fund 731 - Flood & Emergency          | -                                     | 2,499,794                       | 2,499,794                         | -                                     | -                                  | -                                 |
| Capital Fund 731 - Sediment Removal           | 6,699,794                             | 658,922                         | 658,922                           | 4,500,000                             | -                                  | 232,895                           |
| Capital Fund 731 - FRWLFA                     | -                                     | -                               | -                                 | -                                     | -                                  | -                                 |
| Subtotal Capital Fund                         | 22,217,604                            | 15,594,216                      | 16,179,162                        | 13,712,751                            | (1,186)                            | 3,924,269                         |
| <b>Total Revenues Operating &amp; Capital</b> | <b>22,967,604</b>                     | <b>16,379,502</b>               | <b>16,964,449</b>                 | <b>14,462,751</b>                     | <b>(1,186)</b>                     | <b>3,924,269</b>                  |

## SBFCA BUDGET TOTAL WORKING CAPITAL RECONCILIATION

| Line Item Description                         | FY 2021/22                    |                         |                           | FY 2022/23                    |                            |                           |
|---|-------------------------------|-------------------------|---------------------------|-------------------------------|----------------------------|---------------------------|
|   | Amended<br>2021-22 Budget [1] | Month Ending<br>June-22 | Rec'd/Invoiced<br>to Date | Amended<br>2022-23 Budget [1] | Month Ending<br>October-22 | Rec'd/Invoiced<br>to Date |
| <b>Expenses</b>                               |                               |                         |                           |                               |                            |                           |
| Operational Fund 730                          | 1,005,282                     | 329,482                 | 329,616                   | 1,107,346                     | 191,160                    | 254,381                   |
| Capital Fund 731                              |                               |                         |                           |                               |                            |                           |
| Capital Fund 731 - USACE Study                | 62,350                        | 251,663                 | 251,700                   | -                             | 1,687                      | 1,122                     |
| Capital Fund 731 - EIP/UFRR                   | 2,376,477                     | 2,042,220               | 2,042,220                 | 1,211,725                     | 414,121                    | 1,558,005                 |
| Capital Fund 731 - Stakeholder                | -                             |                         |                           | -                             |                            |                           |
| Capital Fund 731 - RFMP                       | 4,500                         | 36,664                  | 36,664                    | 250,500                       | -                          | -                         |
| Capital Fund 731 - OWA                        | 1,164,963                     | 577,012                 | 640,459                   | 126,120                       | 71,766                     | 259,185                   |
| Capital Fund 731- FSRP                        | 26,000                        | 27,292                  | 27,292                    | -                             | -                          |                           |
| Capital Fund 731 - FRWLP Phase II             | 25,000                        | 6,208                   | 6,208                     | 1,049,230                     | 1,000                      | 1,000                     |
| Capital Fund 731 - Small Communities          | 175,638                       | 108,846                 | 108,846                   | 2,440,505                     | 5,849                      | 12,596                    |
| Capital Fund 731 - Flood & Emergency          | -                             | -                       | -                         | -                             |                            |                           |
| Capital Fund 731 - Sediment Removal           | 3,517,585                     | 2,956,499               | 3,184,415                 | 3,437,780                     | 20,624                     | 21,488                    |
| Capital Fund 731 - FRWLFA                     | 155,500                       | 426,830                 | 426,830                   | 164,698                       | 4,671                      | 19,271                    |
| Subtotal Capital Fund                         | 7,508,014                     | 6,433,235               | 6,724,634                 | 8,680,557                     | 519,716                    | 1,872,667                 |
| <b>Total Expenses Operating &amp; Capital</b> | <b>8,513,296</b>              | <b>6,762,717</b>        | <b>7,054,251</b>          | <b>9,787,903</b>              | <b>710,876</b>             | <b>2,127,048</b>          |
| <b>Financing Activities [2]</b>               |                               |                         |                           |                               |                            |                           |
| Debt Service on Outstanding Debt              | (5,459,331)                   | (5,302,893)             | (5,459,331)               | (5,452,606)                   | (3,774,366)                | (3,774,366)               |
| <b>Net Financing Activities</b>               | <b>(5,459,331)</b>            | <b>(5,302,893)</b>      | <b>(5,459,331)</b>        | <b>(5,452,606)</b>            | <b>(3,774,366)</b>         | <b>(3,774,366)</b>        |
| <b>Working Capital End of Period</b>          |                               |                         |                           |                               |                            |                           |
| Operational Fund 730                          | 5,463,995                     | 6,175,081               | 6,174,947                 | 5,106,649                     | 5,983,921                  | 5,920,566                 |
| Capital Fund 731 - USACE Study                | (9,711,179)                   | (9,900,208)             | (9,900,245)               | (9,711,179)                   | (9,901,894)                | (9,901,367)               |
| Capital Fund 731 - EIP/UFRR                   | 40,652,980                    | 38,783,147              | 39,052,594                | 41,126,895                    | 34,593,474                 | 37,202,350                |
| Capital Fund 731 - Stakeholder                | 23,267                        | 23,267                  | 23,267                    | 23,267                        | 23,267                     | 23,267                    |
| Capital Fund 731 - RFMP                       | (214,196)                     | (296,360)               | (296,360)                 | (241,946)                     | (296,360)                  | (296,360)                 |
| Capital Fund 731 - OWA                        | 35,954                        | 102,933                 | 93,931                    | 652,798                       | 31,168                     | (20,757)                  |
| Capital Fund 731 - ER Planning                | (69,991)                      | (69,991)                | (69,991)                  | (69,991)                      | (69,991)                   | (69,991)                  |
| Capital Fund 731 - Gridley Bridge             | (73,099)                      | (73,099)                | (73,099)                  | (73,099)                      | (73,099)                   | (73,099)                  |
| Capital Fund 731 - FSRP                       | (1,775,291)                   | (1,776,583)             | (1,776,583)               | (1,775,291)                   | (1,776,583)                | (1,776,583)               |
| Capital Fund 731 - FRWLP Phase II             | (25,000)                      | (6,208)                 | (6,208)                   | (1,049,230)                   | (7,208)                    | (7,208)                   |
| Capital Fund 731- ULDP                        | (6,844)                       | (6,844)                 | (6,844)                   | (6,844)                       | (6,844)                    | (6,844)                   |
| Capital Fund 731 - Small Communities          | (112,896)                     | (196,773)               | (92,157)                  | (1,444,611)                   | (202,622)                  | (40,002)                  |
| Capital Fund 731 - Flood & Emergency          | (604,097)                     | 1,895,697               | 1,895,697                 | (604,097)                     | 1,895,697                  | 1,895,697                 |
| Capital Fund 731 - Sediment Removal           | (5,290,136)                   | (10,769,921)            | (10,997,836)              | (4,227,916)                   | (10,790,545)               | (10,786,430)              |
| Capital Fund 731 - FRWLFA                     | (335,111)                     | (606,111)               | (606,111)                 | (499,808)                     | (610,781)                  | (625,382)                 |
| <b>Total End of Period</b>                    | <b>27,958,355</b>             | <b>23,278,026</b>       | <b>23,415,002</b>         | <b>27,205,596</b>             | <b>18,791,598</b>          | <b>21,437,857</b>         |
| <b>Working Capital Net of Trustee Funds</b>   |                               | <b>\$23,278,026</b>     | <b>\$23,415,002</b>       |                               | <b>\$18,791,598</b>        | <b>\$21,437,857</b>       |

[1] Reflects Board Approved Budget June 8, 2022.

[2] Financing Activities are reflected in the Capital Fund EIP Ending Working Capital Balance

Exhibit B

SUTTER BUTTE FLOOD CONTROL AGENCY  
COMBINED SUMMARY STATEMENT OF ACTIVITIES  
AS OF MONTH ENDING JUNE 2022 OF FY 21/22  
11/16/2022

% of Year Complete  
100%

| SBFCA FUNDS - ACTIVITIES TO DATE                  |           |                    |             |                             |                         |                    |                          | SBFCA FUNDS - FY 21/22 BUDGET |             |                    |             |                             |                                      |                    |                          | SBFCA FUNDS - VARIANCE FROM BUDGET |           |                    |             |                             |                   |                    |                          |             |                      |      |
|---|-----------|--------------------|-------------|-----------------------------|-------------------------|--------------------|--------------------------|-------------------------------|-------------|--------------------|-------------|-----------------------------|--------------------------------------|--------------------|--------------------------|------------------------------------|-----------|--------------------|-------------|-----------------------------|-------------------|--------------------|--------------------------|-------------|----------------------|------|
| OPERATIONS (730)                                  |           | CAPITAL FUND (731) |             |                             |                         |                    |                          | OPERATIONS (730)              |             | CAPITAL FUND (731) |             |                             |                                      |                    |                          | OPERATIONS (730)                   |           | CAPITAL FUND (731) |             |                             |                   |                    |                          |             |                      |      |
|   | ADMIN     | USACE STUDY        | EIP         | STAKE-HOLDER, OWA, GB, FSRP | REGIONAL PLANNING, ULOP | ER PLAN, SMALL COM | Sub-Total - Capital Fund | TOTALS                        | ADMIN       | USACE STUDY        | EIP         | STAKE-HOLDER, OWA, GB, FSRP | REGIONAL PLANNING, ULOP, FLOOD EMERG | ER PLAN, SMALL COM | Sub-Total - Capital Fund | TOTALS                             | ADMIN     | USACE STUDY        | EIP         | STAKE-HOLDER, OWA, GB, FSRP | REGIONAL PLANNING | ER PLAN, SMALL COM | Sub-Total - Capital Fund | TOTALS      | % OF BUDGET EXPENDED |      |
|   | a         |                    |             |                             |                         |                    | b                        | c=a+b                         | d           |                    |             |                             |                                      |                    | e                        | f=d+e                              | g=d-a     |                    |             |                             |                   |                    | h=e-b                    | i=f-c       | j=c/f                |      |
| REVENUES:   |           |                    |             |                             |                         |                    |                          |                               |             |                    |             |                             |                                      |                    |                          |                                    |           |                    |             |                             |                   |                    |                          |             |                      |      |
| 43195-Federal Intergov't Funds                    | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | 0%                   |      |
| 43495-Proposition 13 Funds - \$1.4 M              | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | 0%                   |      |
| 43495-Proposition 13 Funds - \$650 K              | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | 0%                   |      |
| 43530-EIP Grant Funds - (Local Credit)            | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | 0%                   |      |
| 43531-EIP Grant Funds - (State Share)             | -         | -                  | 3,760,277   | -                           | -                       | -                  | 3,760,277                | 3,760,277                     | -           | -                  | 4,500,000   | -                           | -                                    | -                  | 4,500,000                | 4,500,000                          | -         | -                  | 739,723     | -                           | -                 | -                  | 739,723                  | 739,723     | 84%                  |      |
| 43535-State Revenues - Flood Emergency Resp       | -         | -                  | -           | 2,499,794                   | -                       | -                  | 2,499,794                | 2,499,794                     | -           | -                  | -           | -                           | 6,699,794                            | -                  | 6,699,794                | 6,699,794                          | -         | -                  | -           | (2,499,794)                 | 6,699,794         | -                  | 4,200,000                | 4,200,000   | 37%                  |      |
| 43536-State Revenues - Prop 13 Grant              | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | 0%                   |      |
| 43717-Local Intergov't Contributions              | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | 7,677,301   | -                           | -                                    | -                  | 7,677,301                | 7,677,301                          | -         | -                  | 7,677,301   | -                           | -                 | -                  | 7,677,301                | 7,677,301   | 0%                   |      |
| 45520-Assessment District Revenues                | 785,300   | -                  | 6,056,496   | -                           | -                       | -                  | 6,056,496                | 6,841,796                     | 750,000     | -                  | -           | -                           | -                                    | -                  | -                        | 750,000                            | (35,300)  | -                  | -           | (6,056,496)                 | -                 | -                  | -                        | (6,056,496) | (6,091,796)          | 912% |
| 49081-Non-Govt Settlements                        | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    |      |
| 43537-State Revenues - LC FSRP Grant              | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    |      |
| 43538- State Revenues - WCB/CDFW Grant            | -         | -                  | -           | 2,569,538                   | -                       | -                  | 2,569,538                | 2,569,538                     | -           | -                  | -           | 3,090,509                   | -                                    | -                  | 3,090,509                | 3,090,509                          | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    |      |
| 4344(2,3)- Small Communities Grants               | -         | -                  | -           | -                           | -                       | 49,189             | 49,189                   | 49,189                        | -           | -                  | -           | -                           | -                                    | 200,000            | 200,000                  | 200,000                            | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    |      |
| Sub-Total   | 785,300   | -                  | 9,816,773   | 5,069,332                   | -                       | 49,189             | 14,935,293               | 15,720,594                    | 750,000     | -                  | 12,177,301  | 3,090,509                   | 6,699,794                            | 200,000            | 22,167,604               | 22,917,604                         | (35,300)  | -                  | 2,360,529   | (2,499,794)                 | 6,699,794         | -                  | 6,560,529                | 6,525,228   | 69%                  |      |
| 46110-Interest on Investments                     | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | 0%                   |      |
| 49010-Other Revenue                               | -         | -                  | -           | -                           | -                       | 658,922            | 658,922                  | 658,922                       | -           | -                  | -           | -                           | 50,000                               | -                  | 50,000                   | 50,000                             | -         | -                  | -           | -                           | 50,000            | (658,922)          | (608,922)                | (608,922)   | 1318%                |      |
| Sub-Total   | -         | -                  | -           | -                           | -                       | 658,922            | 658,922                  | 658,922                       | -           | -                  | -           | -                           | 50,000                               | -                  | 50,000                   | 50,000                             | -         | -                  | -           | -                           | 50,000            | (658,922)          | (608,922)                | (608,922)   | 1318%                |      |
| TOTAL INCOME                                      | 785,300   | -                  | 9,816,773   | 5,069,332                   | -                       | 708,111            | 15,594,216               | 16,379,516                    | 750,000     | -                  | 12,177,301  | 3,090,509                   | 6,749,794                            | 200,000            | 22,217,604               | 22,967,604                         | (35,300)  | -                  | 2,360,529   | (2,499,794)                 | 6,749,794         | (658,922)          | 5,951,606                | 5,916,306   | 71%                  |      |
| EXPENDITURES - ADMINISTRATION:                    |           |                    |             |                             |                         |                    |                          |                               |             |                    |             |                             |                                      |                    |                          |                                    |           |                    |             |                             |                   |                    |                          |             |                      |      |
| Operations:                                       |           |                    |             |                             |                         |                    |                          |                               |             |                    |             |                             |                                      |                    |                          |                                    |           |                    |             |                             |                   |                    |                          |             |                      |      |
| 62701-Executive Director                          | (44,312)  | -                  | -           | -                           | -                       | -                  | -                        | (44,312)                      | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | 44,312    | -                  | -           | -                           | -                 | -                  | -                        | -           | 44,312               | 0%   |
| 62730-Attorney                                    | (4,417)   | -                  | -           | -                           | -                       | -                  | -                        | (4,417)                       | (52,000)    | -                  | -           | -                           | -                                    | -                  | -                        | (52,000)                           | (47,583)  | -                  | -           | -                           | -                 | -                  | -                        | -           | (47,583)             | 8%   |
| 62701-Analyst/Administrative Assistant            | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    | 0%   |
| 62701-Clerk/Secretary                             | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    | 0%   |
| 6279(8,9)-Exec Dir/Admin Mgr                      | (102,699) | -                  | -           | -                           | -                       | -                  | -                        | (102,699)                     | (414,010)   | -                  | -           | -                           | -                                    | -                  | -                        | (414,010)                          | (311,311) | -                  | -           | -                           | -                 | -                  | -                        | -           | (311,311)            | 25%  |
| 61(5,2)(XX)-Director of Engineering               | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | (146,512)   | -                  | -           | -                           | -                                    | -                  | -                        | (146,512)                          | (146,512) | -                  | -           | -                           | -                 | -                  | -                        | -           | (146,512)            | 0%   |
| 62701-Director of Engineering Support             | (1,691)   | -                  | -           | -                           | -                       | -                  | -                        | (1,691)                       | (50,000)    | -                  | -           | -                           | -                                    | -                  | -                        | (50,000)                           | (48,309)  | -                  | -           | -                           | -                 | -                  | -                        | -           | (48,309)             | 3%   |
| 62701-Public Outreach                             | (1,865)   | -                  | -           | -                           | -                       | -                  | -                        | (1,865)                       | (50,000)    | -                  | -           | -                           | -                                    | -                  | -                        | (50,000)                           | (48,135)  | -                  | -           | -                           | -                 | -                  | -                        | -           | (48,135)             | 4%   |
| 62701-Financial Mgt                               | (50,446)  | -                  | -           | -                           | -                       | -                  | -                        | (50,446)                      | (120,000)   | -                  | -           | -                           | -                                    | -                  | -                        | (120,000)                          | (69,554)  | -                  | -           | -                           | -                 | -                  | -                        | -           | (69,554)             | 42%  |
| 62701-Assessment District Admin.                  | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | (102,500)   | -                  | -           | -                           | -                                    | -                  | -                        | (102,500)                          | (102,500) | -                  | -           | -                           | -                 | -                  | -                        | -           | (102,500)            | 0%   |
| Sub-Total   | (205,429) | -                  | -           | -                           | -                       | -                  | -                        | (205,429)                     | (935,022)   | -                  | -           | -                           | -                                    | -                  | -                        | (935,022)                          | (729,593) | -                  | -           | -                           | -                 | -                  | -                        | -           | (729,593)            | 22%  |
| Services and Supplies                             | (124,067) | -                  | -           | -                           | -                       | -                  | -                        | (124,067)                     | (142,898)   | -                  | -           | -                           | -                                    | -                  | -                        | (142,898)                          | (18,831)  | -                  | -           | -                           | -                 | -                  | -                        | -           | (18,831)             | 87%  |
| Equipment   | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    | 0%   |
| Sub-Total   | (124,067) | -                  | -           | -                           | -                       | -                  | -                        | (124,067)                     | (142,898)   | -                  | -           | -                           | -                                    | -                  | -                        | (142,898)                          | (18,831)  | -                  | -           | -                           | -                 | -                  | -                        | -           | (18,831)             | 87%  |
| Total Operations                                  | (329,496) | -                  | -           | -                           | -                       | -                  | -                        | (329,496)                     | (1,077,920) | -                  | -           | -                           | -                                    | -                  | -                        | (1,077,920)                        | (748,424) | -                  | -           | -                           | -                 | -                  | -                        | -           | (748,424)            | 31%  |
| EXPENDITURES - PROGRAM:                           |           |                    |             |                             |                         |                    |                          |                               |             |                    |             |                             |                                      |                    |                          |                                    |           |                    |             |                             |                   |                    |                          |             |                      |      |
| USACE Feasibility Study:                          |           |                    |             |                             |                         |                    |                          |                               |             |                    |             |                             |                                      |                    |                          |                                    |           |                    |             |                             |                   |                    |                          |             |                      |      |
| Administration                                    | -         | (251,663)          | -           | -                           | -                       | -                  | (251,663)                | (251,663)                     | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | 251,663            | -           | -                           | -                 | -                  | -                        | 251,663     | 251,663              | 0%   |
| Engineering                                       | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    | 0%   |
| Environmental                                     | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    | 0%   |
| Payments to USACE                                 | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | (248,428)   | -                  | -           | -                           | -                                    | -                  | -                        | (248,428)                          | (248,428) | -                  | (248,428)   | -                           | -                 | -                  | -                        | (248,428)   | (248,428)            | 0%   |
| Sub-Total   | -         | (251,663)          | -           | -                           | -                       | -                  | (251,663)                | (251,663)                     | -           | (248,428)          | -           | -                           | -                                    | -                  | -                        | (248,428)                          | (248,428) | -                  | 3,235       | -                           | -                 | -                  | -                        | 3,235       | 3,235                | 101% |
| EIP:  |           |                    |             |                             |                         |                    |                          |                               |             |                    |             |                             |                                      |                    |                          |                                    |           |                    |             |                             |                   |                    |                          |             |                      |      |
| Pre-Planning                                      | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | -           | -                           | -                 | -                  | -                        | -           | -                    | 0%   |
| Administration                                    | -         | -                  | (1,047,980) | -                           | -                       | -                  | (1,047,980)              | (1,047,980)                   | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | 1,047,980   | -                           | -                 | -                  | 1,047,980                | 1,047,980   | 0%                   |      |
| Engineering                                       | -         | -                  | (638,854)   | -                           | -                       | -                  | (638,854)                | (638,854)                     | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | 638,854     | -                           | -                 | -                  | 638,854                  | 638,854     | 0%                   |      |
| Environmental                                     | -         | -                  | (228,133)   | -                           | -                       | -                  | (228,133)                | (228,133)                     | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | 228,133     | -                           | -                 | -                  | 228,133                  | 228,133     | 0%                   |      |
| Right of Way Services                             | -         | -                  | (54,929)    | -                           | -                       | -                  | (54,929)                 | (54,929)                      | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | 54,929      | -                           | -                 | -                  | 54,929                   | 54,929      | 0%                   |      |
| Construction & OWA FSR                            | -         | -                  | (72,324)    | -                           | -                       | -                  | (72,324)                 | (72,324)                      | -           | -                  | (3,234,635) | -                           | -                                    | -                  | (3,234,635)              | (3,234,635)                        | -         | -                  | (3,162,311) | -                           | -                 | -                  | (3,162,311)              | (3,162,311) | 2%                   |      |
| Sub-Total   | -         | -                  | (2,042,220) | -                           | -                       | -                  | (2,042,220)              | (2,042,220)                   | -           | -                  | (3,234,635) | -                           | -                                    | -                  | (3,234,635)              | (3,234,635)                        | -         | -                  | (1,192,415) | -                           | -                 | -                  | (1,192,415)              | (1,192,415) | 63%                  |      |
| Stakeholder Management, OWA, Gridley Bridge, FSRP |           |                    |             |                             |                         |                    |                          |                               |             |                    |             |                             |                                      |                    |                          |                                    |           |                    |             |                             |                   |                    |                          |             |                      |      |
| 2005 - OWA  | -         | -                  | -           | (577,012)                   | -                       | -                  | (577,012)                | (577,012)                     | -           | -                  | -           | (552,707)                   | -                                    | -                  | (552,707)                | (552,707)                          | -         | -                  | -           | -                           | 24,306            | -                  | 24,306                   | 24,306      | 104%                 |      |
| 1068 - Stakeholder Management                     | -         | -                  | -           | -                           | -                       | -                  | -                        | -                             | -           | -                  | -           | (10,000)                    | -                                    | -                  | (10,000)                 | (10,000)                           | -         | -                  | -           | (10,000)                    | -                 | -                  | (10,000)                 | (10,000)    | 0%                   |      |
| 2002 - Phase II                                   | -         | -                  | -           | (6,208)                     | -                       | -                  | (6,208)                  | (6,208)                       | -           | -                  | -           | -                           | -                                    | -                  | -                        | -                                  | -         | -                  | 6,208       | -                           | -                 | -                  | 6,208                    | 6,2         |                      |      |

Exhibit C

SUTTER BUTTE FLOOD CONTROL AGENCY  
COMBINED SUMMARY STATEMENT OF ACTIVITIES  
AS OF MONTH ENDING AUGUST 2022 OF FY 22/23  
11/16/2022

% of Year Complete  
100%

| SBFCA FUNDS - ACTIVITIES TO DATE                      |             |           |                             |                         |                    |                          |           |                    | SBFCA FUNDS - FY 22/23 BUDGET |             |                             |                                      |                    |                          |             |                    |             | SBFCA FUNDS - VARIANCE FROM BUDGET |                             |                   |                    |                          |             |                      |    |  |
|---|-------------|-----------|-----------------------------|-------------------------|--------------------|--------------------------|-----------|--------------------|-------------------------------|-------------|-----------------------------|--------------------------------------|--------------------|--------------------------|-------------|--------------------|-------------|------------------------------------|-----------------------------|-------------------|--------------------|--------------------------|-------------|----------------------|----|--|
| OPERATIONS (730)                                      |             |           |                             |                         |                    |                          |           | OPERATIONS (730)   |                               |             |                             |                                      |                    |                          |             | OPERATIONS (730)   |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| CAPITAL FUND (731)                                    |             |           |                             |                         |                    |                          |           | CAPITAL FUND (731) |                               |             |                             |                                      |                    |                          |             | CAPITAL FUND (731) |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| ADMIN   | USACE STUDY | EIP       | STAKE-HOLDER, OWA, GB, FSRP | REGIONAL PLANNING, ULOP | ER PLAN, SMALL COM | Sub-Total - Capital Fund | TOTALS    | ADMIN              | USACE STUDY                   | EIP         | STAKE-HOLDER, OWA, GB, FSRP | REGIONAL PLANNING, ULOP, FLOOD EMERG | ER PLAN, SMALL COM | Sub-Total - Capital Fund | TOTALS      | ADMIN              | USACE STUDY | EIP                                | STAKE-HOLDER, OWA, GB, FSRP | REGIONAL PLANNING | ER PLAN, SMALL COM | Sub-Total - Capital Fund | TOTALS      | % OF BUDGET EXPENDED |    |  |
| a   |             |           |                             |                         |                    | b                        | c=a+b     | d                  |                               |             |                             |                                      |                    | e                        | f=d+e       | g=d-a              |             |                                    |                             |                   |                    | h=e-b                    | i=f-c       | j=c/f                |    |  |
| REVENUES:   |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| 43195-Federal Intergov't Funds                        | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 43495-Proposition 13 Funds - \$1.4 M                  | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 43495-Proposition 13 Funds - \$650 K                  | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 43530-EIP Grant Funds - (Local Credit)                | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 43531-EIP Grant Funds - (State Share)                 | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | 1,388,247   | -                           | -                                    | -                  | 1,388,247                | 1,388,247   | -                  | -           | 1,388,247                          | -                           | -                 | -                  | 1,388,247                | 1,388,247   | 0%                   |    |  |
| 43535-State Revenues - Flood Emergency Resp           | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | 4,500,000                            | -                  | 4,500,000                | 4,500,000   | -                  | -           | -                                  | -                           | 4,500,000         | -                  | 4,500,000                | 4,500,000   | 0%                   |    |  |
| 43536-State Revenues - Prop 13 Grant                  | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 43717-Local Intergov't Contributions                  | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | 5,750,000   | -                           | -                                    | -                  | 5,750,000                | 5,750,000   | -                  | -           | 5,750,000                          | -                           | -                 | -                  | 5,750,000                | 5,750,000   | 0%                   |    |  |
| 45520-Assessment District Revenues                    | -           | -         | (1,176)                     | -                       | -                  | (1,176)                  | (1,176)   | 750,000            | -                             | -           | -                           | -                                    | -                  | -                        | 750,000     | 750,000            | -           | 1,176                              | -                           | -                 | -                  | 1,176                    | 751,176     | 0%                   |    |  |
| 49081-Non-Govt Settlements                            | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | -                    |    |  |
| 43537-State Revenues - LC FSRP Grant                  | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | -                    |    |  |
| 43538- State Revenues - WCB/CDFW Grant                | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | 742,964                     | -                                    | -                  | 742,964                  | 742,964     | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | -                    |    |  |
| 4344(2,3)- Small Communities Grants                   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | 1,108,790          | 1,108,790                | 1,108,790   | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | -                    |    |  |
| Sub-Total   | -           | -         | (1,176)                     | -                       | -                  | (1,176)                  | (1,176)   | 750,000            | -                             | 7,138,247   | 742,964                     | 4,500,000                            | 1,108,790          | 13,490,001               | 14,240,001  | 750,000            | -           | 7,139,423                          | -                           | 4,500,000         | -                  | 11,639,423               | 12,389,423  | 0%                   |    |  |
| 46110-Interest on Investments                         | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 49010-Other Revenue                                   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | 222,750                              | -                  | 222,750                  | 222,750     | -                  | -           | -                                  | -                           | 222,750           | -                  | 222,750                  | 222,750     | 0%                   |    |  |
| Sub-Total   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | 222,750                              | -                  | 222,750                  | 222,750     | -                  | -           | -                                  | -                           | 222,750           | -                  | 222,750                  | 222,750     | 0%                   |    |  |
| TOTAL INCOME  | -           | -         | (1,176)                     | -                       | -                  | (1,176)                  | (1,176)   | 750,000            | -                             | 7,138,247   | 742,964                     | 4,722,750                            | 1,108,790          | 13,712,751               | 14,462,751  | 750,000            | -           | 7,139,423                          | -                           | 4,722,750         | -                  | 11,862,173               | 12,612,173  | 0%                   |    |  |
| EXPENDITURES - ADMINISTRATION:                        |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| Operations:   |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| 62701-Executive Director                              | (53,613)    | -         | -                           | -                       | -                  | -                        | (53,613)  | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | 53,613             | -           | -                                  | -                           | -                 | -                  | -                        | 53,613      | 0%                   |    |  |
| 62730-Attorney  | (4,606)     | -         | -                           | -                       | -                  | -                        | (4,606)   | (54,600)           | -                             | -           | -                           | -                                    | -                  | -                        | (54,600)    | (49,994)           | -           | -                                  | -                           | -                 | -                  | -                        | (49,994)    | 8%                   |    |  |
| 62701-Analyst/Administrative Assistant                | -           | -         | -                           | -                       | -                  | -                        | -         | (90,380)           | -                             | -           | -                           | -                                    | -                  | -                        | (90,380)    | (90,380)           | -           | -                                  | -                           | -                 | -                  | -                        | (90,380)    | 0%                   |    |  |
| 62701-Clerk/Secretary                                 | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 6279(8,9)-Exec Dir/Admin Mgr                          | (44,157)    | -         | -                           | -                       | -                  | -                        | (44,157)  | (365,295)          | -                             | -           | -                           | -                                    | -                  | -                        | (365,295)   | (321,138)          | -           | -                                  | -                           | -                 | -                  | -                        | (321,138)   | 12%                  |    |  |
| 61(5,2)(XX)-Director of Engineering                   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 62701-Director of Engineering Support                 | (225)       | -         | -                           | -                       | -                  | -                        | (225)     | (219,423)          | -                             | -           | -                           | -                                    | -                  | -                        | (219,423)   | (219,198)          | -           | -                                  | -                           | -                 | -                  | -                        | (219,198)   | 0%                   |    |  |
| 62701-Public Outreach                                 | -           | -         | -                           | -                       | -                  | -                        | -         | (50,000)           | -                             | -           | -                           | -                                    | -                  | -                        | (50,000)    | (50,000)           | -           | -                                  | -                           | -                 | -                  | -                        | (50,000)    | 0%                   |    |  |
| 62701-Financial Mgt                                   | (2,268)     | -         | -                           | -                       | -                  | -                        | (2,268)   | (80,000)           | -                             | -           | -                           | -                                    | -                  | -                        | (80,000)    | (77,732)           | -           | -                                  | -                           | -                 | -                  | -                        | (77,732)    | 3%                   |    |  |
| 62701-Assessment District Admin.                      | -           | -         | -                           | -                       | -                  | -                        | -         | (104,750)          | -                             | -           | -                           | -                                    | -                  | -                        | (104,750)   | (104,750)          | -           | -                                  | -                           | -                 | -                  | -                        | (104,750)   | 0%                   |    |  |
| Sub-Total   | (104,869)   | -         | -                           | -                       | -                  | -                        | (104,869) | (964,448)          | -                             | -           | -                           | -                                    | -                  | -                        | (964,448)   | (859,580)          | -           | -                                  | -                           | -                 | -                  | -                        | (859,580)   | 11%                  |    |  |
| Services and Supplies                                 | (86,292)    | -         | -                           | -                       | -                  | -                        | (86,292)  | (142,898)          | -                             | -           | -                           | -                                    | -                  | -                        | (142,898)   | (56,606)           | -           | -                                  | -                           | -                 | -                  | -                        | (56,606)    | 60%                  |    |  |
| Equipment   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| Sub-Total   | (86,292)    | -         | -                           | -                       | -                  | -                        | (86,292)  | (142,898)          | -                             | -           | -                           | -                                    | -                  | -                        | (142,898)   | (56,606)           | -           | -                                  | -                           | -                 | -                  | -                        | (56,606)    | 60%                  |    |  |
| Total Operations                                      | (191,160)   | -         | -                           | -                       | -                  | -                        | (191,160) | (1,107,346)        | -                             | -           | -                           | -                                    | -                  | -                        | (1,107,346) | (916,186)          | -           | -                                  | -                           | -                 | -                  | -                        | (916,186)   | 17%                  |    |  |
| EXPENDITURES - PROGRAM:                               |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| USACE Feasibility Study:                              |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| Administration  | -           | (1,687)   | -                           | -                       | -                  | (1,687)                  | (1,687)   | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | 1,687       | -                                  | -                           | -                 | -                  | -                        | 1,687       | 1,687                | 0% |  |
| Engineering   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| Environmental   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| Payments to USACE                                     | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| Sub-Total   | -           | (1,687)   | -                           | -                       | -                  | (1,687)                  | (1,687)   | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | 1,687       | -                                  | -                           | -                 | -                  | -                        | 1,687       | 1,687                | 0% |  |
| EIP:  |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| Pre-Planning  | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| Administration  | -           | (100,963) | -                           | -                       | -                  | (100,963)                | (100,963) | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | 100,963                            | -                           | -                 | -                  | 100,963                  | 100,963     | 0%                   |    |  |
| Engineering   | -           | (290,682) | -                           | -                       | -                  | (290,682)                | (290,682) | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | 290,682                            | -                           | -                 | -                  | 290,682                  | 290,682     | 0%                   |    |  |
| Environmental   | -           | (12,879)  | -                           | -                       | -                  | (12,879)                 | (12,879)  | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | 12,879                             | -                           | -                 | -                  | 12,879                   | 12,879      | 0%                   |    |  |
| Right of Way Services                                 | -           | (4,217)   | -                           | -                       | -                  | (4,217)                  | (4,217)   | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | 4,217                              | -                           | -                 | -                  | 4,217                    | 4,217       | 0%                   |    |  |
| Construction & OWA FSR                                | -           | (5,390)   | -                           | -                       | -                  | (5,390)                  | (5,390)   | -                  | -                             | (1,211,725) | -                           | -                                    | -                  | (1,211,725)              | (1,211,725) | -                  | -           | (1,206,335)                        | -                           | -                 | -                  | (1,206,335)              | (1,206,335) | 0%                   |    |  |
| Sub-Total   | -           | -         | (414,131)                   | -                       | -                  | (414,131)                | (414,131) | -                  | -                             | (1,211,725) | -                           | -                                    | -                  | (1,211,725)              | (1,211,725) | -                  | -           | (797,595)                          | -                           | -                 | -                  | (797,595)                | (797,595)   | 34%                  |    |  |
| Stakeholder Management, OWA, Gridley Bridge, FSRP     |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| 2005 - OWA  | -           | -         | (71,766)                    | -                       | -                  | (71,766)                 | (71,766)  | -                  | -                             | -           | (126,120)                   | -                                    | -                  | (126,120)                | (126,120)   | -                  | -           | -                                  | (54,354)                    | -                 | -                  | (54,354)                 | (54,354)    | 57%                  |    |  |
| 1068 - Stakeholder Management                         | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| 2002 - Phase II                                       | -           | -         | (1,000)                     | -                       | -                  | (1,000)                  | (1,000)   | -                  | -                             | -           | (1,049,230)                 | -                                    | -                  | (1,049,230)              | (1,049,230) | -                  | -           | -                                  | (1,049,230)                 | -                 | -                  | (1,049,230)              | (1,049,230) | 0%                   |    |  |
| 2004 - FSRP   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | -                                    | -                  | -                        | -           | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| Sub-Total   | -           | -         | (71,766)                    | (1,000)                 | -                  | (72,766)                 | (72,766)  | -                  | -                             | -           | (1,175,350)                 | -                                    | -                  | (1,175,350)              | (1,175,350) | -                  | -           | -                                  | (54,354)                    | -                 | -                  | (54,354)                 | (54,354)    | 6%                   |    |  |
| Regional Planning, ULOP, Flood & Emergency Protection |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| 2001 Regional Planning Efforts                        | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | (250,500)                            | -                  | (250,500)                | (250,500)   | -                  | -           | -                                  | -                           | (250,500)         | -                  | (250,500)                | (250,500)   | 0%                   |    |  |
| 2008 ULOP, 7001 Flood & Emerg, 7002 Emerg Repair      | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | (3,437,780)                          | -                  | (3,437,780)              | (3,437,780) | -                  | -           | -                                  | -                           | -                 | -                  | -                        | -           | 0%                   |    |  |
| Sub-Total   | -           | -         | -                           | -                       | -                  | -                        | -         | -                  | -                             | -           | -                           | (3,688,280)                          | -                  | (3,688,280)              | (3,688,280) | -                  | -           | -                                  | -                           | (250,500)         | -                  | -                        | (250,500)   | 0%                   |    |  |
| Emergency Response , Small Communities                |             |           |                             |                         |                    |                          |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |
| 1067 Sediment Removal                                 | -           | -         | -                           | -                       | (20,624)           | (20,624                  |           |                    |                               |             |                             |                                      |                    |                          |             |                    |             |                                    |                             |                   |                    |                          |             |                      |    |  |

SUNGARD PENTAMATION, INC.  
DATE: 11/09/2022  
TIME: 23:01:59

CITY OF YUBA CITY  
CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='4'  
ACCOUNTING PERIOD: 5/23

FUND - 730 - FLOOD CONTROL AGENCY

| CASH ACCT          | CHECK NO | ISSUE DT | -----VENDOR-----           | FUND/DEPT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT    |
|--------------------|----------|----------|----------------------------|-----------|-------|---------------------|-----------|-----------|
| 10100              | 284721   | 10/06/22 | 303151 CCVFCA              | 7350      | 63101 | SBFCA/2022-2023     | 0.00      | 27,053.00 |
| 10100              | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 7350      | 62701 | SBFCA/JUNE 22       | 0.00      | 75.00     |
| 10100              | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 7350      | 62701 | SBFCA/AUGUST 2022   | 0.00      | 428.75    |
| 10100              | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 7350      | 62701 | SBFCA/AUGUST 2022   | 0.00      | 876.55    |
| TOTAL CHECK        |          |          |                            |           |       |                     | 0.00      | 1,305.30  |
| 10100              | 284802   | 10/06/22 | 301931 PETERSON, BRUSTAD,  | 7350      | 62701 | SBFCA/AUG-22        | 0.00      | 75.00     |
| 10100              | 284896   | 10/13/22 | 302252 U.S. BANK CORP PAYM | 7350      | 65101 | TY/SEPTEMBER STATEM | 0.00      | 935.63    |
| 10100              | 284905   | 10/20/22 | 300739 ADVANCED DOCUMENT C | 7350      | 62601 | SBFCA/SEPTEMBER 202 | 0.00      | 122.90    |
| 10100              | 285011   | 10/20/22 | 304991 MICHAEL BESSETTE    | 7350      | 62801 | SBFCA/SEPTEMBER 202 | 0.00      | 244.56    |
| 10100              | 285036   | 10/20/22 | 301931 PETERSON, BRUSTAD,  | 7350      | 62701 | SBFCA/JUNE 2022     | 0.00      | 75.00     |
| 10100              | 285102   | 10/27/22 | 308404 A&R JANITORIAL SERV | 7350      | 62701 | SBFCA/SEPTEMBER 202 | 0.00      | 150.00    |
| 10100              | 8013563  | 10/20/22 | 301265 DOWNEY BRAND ATTORN | 7350      | 62730 | SBFCA/AUGUST 2022   | 0.00      | 1,601.21  |
| TOTAL CASH ACCOUNT |          |          |                            |           |       |                     | 0.00      | 31,637.60 |
| TOTAL FUND         |          |          |                            |           |       |                     | 0.00      | 31,637.60 |



SUNGARD PENTAMATION, INC.  
DATE: 11/09/2022  
TIME: 23:01:59

CITY OF YUBA CITY  
CHECK REGISTER - BY FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='4'  
ACCOUNTING PERIOD: 5/23

FUND - 731 - SBFCA CAPITAL FUND

| CASH ACCT   | CHECK NO | ISSUE DT | -----VENDOR----- | FUND/DEPT           | ACCNT  | ----DESCRIPTION---- | SALES TAX           | AMOUNT   |           |
|-------------|----------|----------|------------------|---------------------|--------|---------------------|---------------------|----------|-----------|
| 10100       | 283032 V | 07/14/22 | 309133           | SUTTER COUNTY TAX C | 995001 | 67100               | SBFCA/FEBRUARY 2022 | 0.00     | -88.38    |
| 10100       | 284739   | 10/06/22 | 306396           | ECORP CONSULTING, I | 997003 | 65722               | SBFCA/31-MAY        | 0.00     | 7,352.68  |
| 10100       | 284739   | 10/06/22 | 306396           | ECORP CONSULTING, I | 996001 | 68900               | SBFCA/MAY 22        | 0.00     | 39.14     |
| 10100       | 284739   | 10/06/22 | 306396           | ECORP CONSULTING, I | 996001 | 68400               | SBFCA/MAY 22        | 0.00     | 24.10     |
| 10100       | 284739   | 10/06/22 | 306396           | ECORP CONSULTING, I | 996001 | 67400               | SBFCA/MAY 22        | 0.00     | 55.60     |
| 10100       | 284739   | 10/06/22 | 306396           | ECORP CONSULTING, I | 995001 | 68400               | SBFCA/MAY 22        | 0.00     | 76.32     |
| 10100       | 284739   | 10/06/22 | 306396           | ECORP CONSULTING, I | 995001 | 68900               | SBFCA/MAY 22        | 0.00     | 140.87    |
| 10100       | 284739   | 10/06/22 | 306396           | ECORP CONSULTING, I | 995001 | 67400               | SBFCA/MAY 22        | 0.00     | 176.08    |
| TOTAL CHECK |          |          |                  |                     |        |                     | 0.00                | 7,864.79 |           |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 996001 | 68202               | SBFCA/AUG-22        | 0.00     | 213.00    |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 996001 | 66513               | SBFCA/JUNE 22       | 0.00     | 179.03    |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 996001 | 66341               | SBFCA/JUNE 22       | 0.00     | 112.08    |
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| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 996001 | 68202               | SBFCA/AUG 22        | 0.00     | 2,520.09  |
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| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 995001 | 68802               | SBFCA/JUNE 22       | 0.00     | 12,357.89 |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 995001 | 68802               | SBFCA/JUNE 22       | 0.00     | 12,357.89 |
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| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 995001 | 68802               | SBFCA/JULY-23       | 0.00     | 15,560.04 |
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| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 996001 | 67202               | SBFCA/JUNE 22       | 0.00     | 673.26    |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 995001 | 66513               | SBFCA/JUNE 22       | 0.00     | 592.35    |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 996001 | 68802               | SBFCA/AUG 22        | 0.00     | 578.58    |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 995001 | 68202               | SBFCA/JULY 22       | 0.00     | 3,439.21  |
| 10100       | 284758   | 10/06/22 | 200071           | HDR ENGINEERING INC | 996001 | 67202               | SBFCA/JUNE 22       | 0.00     | 4,084.32  |

SUNGARD PENTAMATION, INC.  
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SELECTION CRITERIA: transact.yr='23' and transact.period='4'  
ACCOUNTING PERIOD: 5/23

FUND - 731 - SBFCA CAPITAL FUND

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| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 996001    | 68802 | SBFCA/AUG 22        | 0.00      | 5,372.41   |
| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 995001    | 68802 | SBFCA/JUNE 22       | 0.00      | 1,813.41   |
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| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 996001    | 68202 | SBFCA/JULY 22       | 0.00      | 1,086.08   |
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| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 995001    | 68202 | SBFCA/JULY-22       | 0.00      | 1,281.88   |
| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 995001    | 68202 | SBFCA/JUNE 22       | 0.00      | 5,606.30   |
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| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 996001    | 68202 | SBFCA/JUNE 22       | 0.00      | 1,770.42   |
| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 995001    | 66341 | SBFCA/JUNE 22       | 0.00      | 354.92     |
| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 996001    | 68802 | SBFCA/AUG-22        | 0.00      | 314.83     |
| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 996001    | 68202 | SBFCA/JULY 22       | 0.00      | 298.71     |
| 10100       | 284758   | 10/06/22 | 200071 HDR ENGINEERING INC | 996001    | 68202 | SBFCA/JUNE 22       | 0.00      | 291.84     |
| TOTAL CHECK |          |          |                            |           |       |                     | 0.00      | 278,520.83 |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 995001    | 67311 | SBFCA/AUGUST 2022   | 0.00      | 4,734.42   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 997002    | 65780 | SBFCA/AUGUST 2022   | 0.00      | 3,102.50   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 996001    | 66521 | SBFCA/AUGUST 2022   | 0.00      | 2,321.27   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 997006    | 65720 | SBFCA/AUGUST 2022   | 0.00      | 2,136.00   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 997071    | 67610 | SBFCA/AUGUST 2022   | 0.00      | 306.25     |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 997010    | 65730 | SBFCA/AUG 2022      | 0.00      | 1,869.00   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 996001    | 67311 | SBFCA/AUGUST 2022   | 0.00      | 1,495.08   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 995001    | 66521 | SBFCA/AUGUST 2022   | 0.00      | 7,350.68   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 941064    | 65648 | SBFCA/AUGUST 2022   | 0.00      | 183.75     |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 997003    | 65720 | SBFCA/AUGUST 2022   | 0.00      | 4,984.00   |
| 10100       | 284775   | 10/06/22 | 305409 LARSEN WURZEL & ASS | 997020    | 67603 | SBFCA/AUGUST 2022   | 0.00      | 1,564.25   |
| TOTAL CHECK |          |          |                            |           |       |                     | 0.00      | 30,047.20  |
| 10100       | 284802   | 10/06/22 | 301931 PETERSON, BRUSTAD,  | 996001    | 66513 | SBFCA/AUG-22        | 0.00      | 130.22     |
| 10100       | 284802   | 10/06/22 | 301931 PETERSON, BRUSTAD,  | 995001    | 66513 | SBFCA/AUG-22        | 0.00      | 430.78     |
| 10100       | 284802   | 10/06/22 | 301931 PETERSON, BRUSTAD,  | 996001    | 66341 | SBFCA/AUG-22        | 0.00      | 112.08     |
| 10100       | 284802   | 10/06/22 | 301931 PETERSON, BRUSTAD,  | 995001    | 66341 | SBFCA/AUG-22        | 0.00      | 354.92     |
| TOTAL CHECK |          |          |                            |           |       |                     | 0.00      | 1,028.00   |
| 10100       | 284812   | 10/06/22 | 308917 RIVER PARTNERS      | 997006    | 65725 | SBFCA/APRIL 2022    | 0.00      | 23,253.11  |
| 10100       | 284833   | 10/06/22 | 307582 WSP USA, INC.       | 997002    | 65784 | SBFCA/JULY 22       | 0.00      | 155.00     |
| 10100       | 284856   | 10/13/22 | 306923 CAPRI & CLAY, INC.  | 996001    | 66552 | SBFCA/SEPT 22       | 0.00      | 2,500.00   |
| 10100       | 284870   | 10/13/22 | 201493 MBK ENGINEERS       | 995001    | 68941 | SBFCA/AUGUST 2022   | 0.00      | 296.40     |
| 10100       | 284870   | 10/13/22 | 201493 MBK ENGINEERS       | 996001    | 68930 | SBFCA/AUGUST 2022   | 0.00      | 93.60      |

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CITY OF YUBA CITY  
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SELECTION CRITERIA: transact.yr='23' and transact.period='4'  
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FUND - 731 - SBFCA CAPITAL FUND

| CASH ACCT          | CHECK NO | ISSUE DT | -----VENDOR----- | FUND/DEPT           | ACCNT  | ----DESCRIPTION----       | SALES TAX | AMOUNT     |
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| TOTAL CHECK        |          |          |                  |                     |        |                           | 0.00      | 390.00     |
| 10100              | 284879   | 10/13/22 | 304126           | RIVERSMITH ENGINEER | 995001 | 66804 SBFCA/SEPTEMBER 202 | 0.00      | 319.06     |
| 10100              | 284879   | 10/13/22 | 304126           | RIVERSMITH ENGINEER | 996001 | 66604 SBFCA/SEPTEMBER 202 | 0.00      | 23.60      |
| 10100              | 284879   | 10/13/22 | 304126           | RIVERSMITH ENGINEER | 996001 | 66804 SBFCA/SEPTEMBER 202 | 0.00      | 100.76     |
| 10100              | 284879   | 10/13/22 | 304126           | RIVERSMITH ENGINEER | 995001 | 66604 SBFCA/SEPTEMBER 202 | 0.00      | 74.73      |
| 10100              | 284879   | 10/13/22 | 304126           | RIVERSMITH ENGINEER | 996001 | 66704 SBFCA/SEPTEMBER 202 | 0.00      | 401.25     |
| 10100              | 284879   | 10/13/22 | 304126           | RIVERSMITH ENGINEER | 995001 | 66704 SBFCA/SEPTEMBER 202 | 0.00      | 1,270.60   |
| TOTAL CHECK        |          |          |                  |                     |        |                           | 0.00      | 2,190.00   |
| 10100              | 284899   | 10/13/22 | 307582           | WSP USA, INC.       | 997002 | 65784 SBFCA/DECEMBER 2021 | 0.00      | 2,959.25   |
| 10100              | 284965   | 10/20/22 | 306396           | ECORP CONSULTING, I | 941064 | 65635 SBFCA/JULY 22       | 0.00      | 528.22     |
| 10100              | 284965   | 10/20/22 | 306396           | ECORP CONSULTING, I | 997003 | 65722 SBFCA/JULY 2022     | 0.00      | 4,593.75   |
| 10100              | 284965   | 10/20/22 | 306396           | ECORP CONSULTING, I | 997006 | 65725 SBFCA/JULY 2022     | 0.00      | 177.46     |
| TOTAL CHECK        |          |          |                  |                     |        |                           | 0.00      | 5,299.43   |
| 10100              | 285011   | 10/20/22 | 304991           | MICHAEL BESSETTE    | 941064 | 62798 SBFCA/SEPTEMBER 202 | 0.00      | 36.75      |
| 10100              | 285011   | 10/20/22 | 304991           | MICHAEL BESSETTE    | 996001 | 67310 SBFCA/SEPTEMBER 202 | 0.00      | 68.93      |
| 10100              | 285011   | 10/20/22 | 304991           | MICHAEL BESSETTE    | 995001 | 67310 SBFCA/SEPTEMBER 202 | 0.00      | 218.29     |
| TOTAL CHECK        |          |          |                  |                     |        |                           | 0.00      | 323.97     |
| 10100              | 285036   | 10/20/22 | 301931           | PETERSON, BRUSTAD,  | 996001 | 66341 SBFCA/JUNE 2022     | 0.00      | 112.08     |
| 10100              | 285036   | 10/20/22 | 301931           | PETERSON, BRUSTAD,  | 995001 | 66341 SBFCA/JUNE 2022     | 0.00      | 354.92     |
| 10100              | 285036   | 10/20/22 | 301931           | PETERSON, BRUSTAD,  | 995001 | 66513 SBFCA/JUNE 2022     | 0.00      | 592.35     |
| 10100              | 285036   | 10/20/22 | 301931           | PETERSON, BRUSTAD,  | 996001 | 66513 SBFCA/JUNE 2022     | 0.00      | 179.03     |
| TOTAL CHECK        |          |          |                  |                     |        |                           | 0.00      | 1,238.38   |
| 10100              | 285062   | 10/20/22 | 309133           | SUTTER COUNTY TAX C | 995001 | 67100 SBFCA/52-535-003    | 0.00      | 120.10     |
| 10100              | 285151   | 10/27/22 | 309843           | LESA ROLAND         | 995001 | 67100 SBFCA/OCTOBER 2022  | 0.00      | 4,112.67   |
| 10100              | 285151   | 10/27/22 | 309843           | LESA ROLAND         | 996001 | 67100 SBFCA/OCTOBER 2022  | 0.00      | 1,298.75   |
| TOTAL CHECK        |          |          |                  |                     |        |                           | 0.00      | 5,411.42   |
| 10100              | 8013563  | 10/20/22 | 301265           | DOWNEY BRAND ATTORN | 996001 | 66322 SBFCA/AUGUST 2022   | 0.00      | 1,537.15   |
| 10100              | 8013563  | 10/20/22 | 301265           | DOWNEY BRAND ATTORN | 996001 | 66512 SBFCA/AUGUST 2022   | 0.00      | 563.88     |
| 10100              | 8013563  | 10/20/22 | 301265           | DOWNEY BRAND ATTORN | 995001 | 66321 SBFCA/AUGUST 2022   | 0.00      | 1,321.26   |
| 10100              | 8013563  | 10/20/22 | 301265           | DOWNEY BRAND ATTORN | 996001 | 66321 SBFCA/AUGUST 2022   | 0.00      | 417.24     |
| 10100              | 8013563  | 10/20/22 | 301265           | DOWNEY BRAND ATTORN | 995001 | 66322 SBFCA/AUGUST 2022   | 0.00      | 4,867.64   |
| 10100              | 8013563  | 10/20/22 | 301265           | DOWNEY BRAND ATTORN | 995001 | 66512 SBFCA/AUGUST 2022   | 0.00      | 1,785.62   |
| TOTAL CHECK        |          |          |                  |                     |        |                           | 0.00      | 10,492.79  |
| TOTAL CASH ACCOUNT |          |          |                  |                     |        |                           | 0.00      | 371,705.89 |
| TOTAL FUND         |          |          |                  |                     |        |                           | 0.00      | 371,705.89 |
| TOTAL REPORT       |          |          |                  |                     |        |                           | 0.00      | 403,343.49 |



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

December 14, 2022

**TO:** Board of Directors

**FROM:** Michael Bessette – Executive Director

**SUBJECT:** Receive and File Program/Project Update Report

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## Recommendation

Receive and file the December 2022 Program/Project update report and receive staff's monthly Program/Project presentation.

## Background

The purpose of this report is to provide a regular, monthly update on SBFCA program and project activities:

### *Feather River Regional Flood Management Planning*

We are still waiting on DWR to send the Phase 4 funding agreement for execution. DWR has relayed to SBFCA that they are working to finalize the agreement by the end of the year and that they will be reaching out in early 2023 to discuss next steps. This new funding agreement is for \$260,000 and SBFCA will be the lead agency for this next phase of work. SBFCA's primary interests in the regional planning effort are; advance OMRR&R activities for Cherokee Canal, advance the multi-benefit OWA Robinson's Riffle project, advance critical repairs along the Sutter Bypass east levee, explore opportunities to fund construction of the Tudor Flood Risk Reduction and the Yuba City Sediment Removal Projects, participate in FEMA National Flood Insurance Program reform, initiate the LAFCO process to facilitate the annexation of MA3 by LD1, and identify and implement other regional flood risk reduction projects. Most of these projects have already been advanced with the Round 3 funding agreement, and this Round 4 grant will allow SBFCA to continue the work.

### *Oroville Wildlife Area (OWA) Flood Stage Reduction Project*

As reported last month, SBFCA received notice from DWR that its grant proposal was accepted and the agency will be awarded a \$1.1M planning grant from DWR's Floodplain Management, Protection, and Risk Awareness Grant Program. We anticipate receiving the funding agreement in December or January at which time we will initiate the next phase of the Oroville Wildlife Area Flood Stage Reduction and Ecosystem Restoration program (the OWA Robinson's Riffle Project). The upcoming work will take approximately 18-24 months to complete and includes a planning study to formulate and evaluate alternatives, identify a preferred alternative, as well as pre-design and environmental work to refine the preferred alternative. On other related funding pursuits, SBFCA staff is coordinating with CDFW and the Wildlife Conservation Board (WCB) to fund the proposed \$6M improvements at the Thermalito Afterbay boat ramp and campground. Another grant opportunity, also with the WCB, will be submitted in December to fund the design and permitting of the OWA Robinson's Riffle Project. SBFCA staff, in coordination with DWR, are also pursuing potential funding through the National Fish and Wildlife Foundation (NFWF), along with a \$48M federal FEMA BRIC grant to fund the construction of the OWA project that will be fully defined in the next 18-24 months. On December 2, SBFCA submitted a sub-application to CalOES to initiate the FEMA BRIC grant funding process.

The project team also continues to coordinate closely with CDFW and WCB on the documentation for closing out the Unit D project, including work on post-construction monitoring activities. Closeout for both remaining WCB grants will be completed soon. SBFCA staff also continues to coordinate with River Partners regarding their

ongoing work on the invasive species removal and the new vegetation planting efforts, which is scheduled to be complete in spring of 2023.

#### *Sutter Bypass Critical Repairs*

Staff are still coordinating with DWR on the \$4M funding agreement for design and permitting of the Sutter Bypass Critical Repairs. DWR has approved this grant that should arrive for signature shortly. Once the final funding agreement is received the Executive Director will sign it and the project will begin. In addition, staff received two proposals in response to the Request for Proposals (RFP) for an engineering design team for the project. The proposals were received on November 4 and interviews were held with both firms on November 15. The interview panel unanimously selected HDR Engineering, Inc. as the firm to negotiate an agreement with and bring to the Board for consideration of approval. This professional services agreement is on the December agenda.

#### *Tudor Flood Risk Reduction Project (lower Feather River West Levee)*

SBFCA's design and environmental teams continue their work on the levee repair project. The design team recently completed and submitted the 65% level plans and specifications package for review. This package will also be used to submit to the Central Valley Flood Protection Board for an encroachment permit, which initiates the USACE Section 408 review and approval process. Design and environmental team meetings will continue to be held monthly, or as needed, to advance the project. It is anticipated that the design and permitting effort will take approximately 2 years to complete with construction scheduled to begin in 2025.

#### *Proposition 68 Sediment Management Project*

Staff continues to pursue additional funding opportunities in order to remove additional sediment from the confluence of the Feather and Yuba Rivers (Phase 2 work). The grant application submitted to CDFW last March was not approved for funding. Staff also submitted a pre-application to the Wildlife Conservation Board (WCB) in June and has been invited to submit a full application, which staff is currently preparing. Existing environmental permits acquired for the phase 1 work would cover this additional Phase 2 work and are valid through 2026. SBFCA staff also continues to coordinate with Yuba County staff to remove sediment at the Star Bend boat ramp on the east side of the Feather River.

#### *Sutter Basin Flood Risk Management Project (federal project)*

SBFCA staff continues to participate in frequent USACE project management team and construction coordination meetings in order to close out the project and is working with USACE on project crediting reports and other remaining project closeout items. The crediting reports are needed to perfect the credit established by SBFCA by advancing the levee improvements prior to the federal government appropriated funds for the project. SBFCA's Executive Director has held several meetings with the Executive Director of the San Joaquin Area Flood Control Agency (SJAFA) to advance discussions regarding the potential purchase (by SJAFA) of excess credits that SBFCA currently holds. A meeting between both agencies and DWR was held on November 17 in order to align all the non-federal partners and develop strategy to influence USACE to process the credit approvals in a timely manner.

#### *Engineering Design*

The design team is overseeing the construction of the Second Street vegetation removal and fence installation project. This project started construction on October 3<sup>rd</sup> and will be completed the last week in November. The design team continues to process the encroachment permits for facilities (pipes, electrical, levee ramps, etc.) modified by the Feather River West Levee Project (FRWLP). Those permits are processed through the Central Valley Flood Protection Board after approval by the Corps of Engineers. SBFCA has been coordinating with USACE and CVFPB regarding the USACE's latest levee inspection which they completed last year. It is now anticipated that the draft inspection results will be available in early 2023, much later than expected. Lastly, the design team has successfully completed the USACE review and approval of the Operation and Maintenance manuals for the FRWLP levee improvements (3 separate manuals). These manuals were accepted by the Central Valley Flood Protection Board (CVFPB) at their board meeting in September and will soon be transferred to the respective Local Levee Maintaining Agencies (Levee Districts 1&9, and State Maintenance Areas 7&16) for maintenance responsibility for the completed levee improvements.

#### *Environmental Documentation/Permitting/Monitoring/Mitigation*

Work on the Star Bend and Mathews Property environmental mitigation sites continues. SBFCA staff and the Sacramento Valley Conservancy team continue to work on completing all the associated land transfers, easement establishments, regulatory reviews, and other associated activities required to establish and manage the mitigation sites in perpetuity. The revised draft management plan and associated easement documents were sent to California Department of Fish and Wildlife (CDFW) and the US Fish & Wildlife Service for their respective reviews and staff continues to coordinate toward final approval. Coordination calls have been held with the agencies to help closeout this process. Staff continues to coordinate with Levee District 1 on the required land transfer and ongoing maintenance cost reimbursement at Star Bend.

#### *Right of Way*

The Right of Way team updated the closeout schedule for right of way transfer to the State. Coordination with PG&E on the easements SBFCA was required to acquire for their relocated facilities is also taking place. DWR will cost share in these property easement acquisitions through SBFCA's UFRF Funding Agreement. The SBFCA right-of-way team and DWR (real estate branch and geodetics group) continue to conduct monthly coordination meetings to streamline the real estate acquisition reimbursement process and ultimate transfer of property to the State by the end of this year. DWR is making good progress on reviewing and approving the Final Accounting Packages, which allow SBFCA to be reimbursed by DWR for land acquisitions.

#### *Regional Development Impact Fee*

At SBFCA's August 2021 Board meeting the board unanimously approved the development of a Regional Development Impact Fee (DIF) Program to help fund implementation of the SBFCA Strategic Plan and directed staff to proceed on completing an AB1600 compliant Nexus Study. The DIF would be imposed on new development within the Sutter-Butte Basin, collected by the land-use agency members and the funds would be remitted to SBFCA to construct flood risk reduction projects. Staff prepared drafts of the Nexus Study and Collection Agreement and is coordinating review of the draft documents with member agency staff prior to presentation to SBFCA and the land-use agencies' Councils/Boards for approval. Coordination meetings with staff from Butte County, Biggs, Gridley, Yuba City, and Sutter County are ongoing. Staff is now taking the revised Nexus Study to the SBFCA Board for final approval this month.

#### *Sutter County FEMA Accreditation*

SBFCA has finished with incorporating the updates to the post-FRWLP 100-year floodplain maps and continues to coordinate with City and County staff on the upcoming FEMA accreditation package submittal. SBFCA's design team has prepared an initial draft of the FEMA accreditation package and SBFCA's Independent Panel of Experts (IPE) have provided comments on the draft package. The project team is currently reviewing and addressing the IPE's comments. It is anticipated that SBFCA, in coordination with Sutter County and Yuba City, will submit the 100-year accreditation package for the southern Feather River west levee reaches to FEMA in early to mid 2023 following the closeout of the Federal project. Following submittal, it is anticipated that the review and processing period with FEMA will take approximately 3 to 5 years before the proposed mapping changes become effective. SBFCA staff has also been in contact with Yuba County staff and their consultants to help coordinate the ongoing hydraulic modeling efforts and to maintain consistency with recent levee work performed by both SBFCA and Three Rivers Levee Improvement Authority.

#### *State & Local Funding and Coordination*

##### *EIP / UFRF Agreement*

SBFCA staff continues to work with DWR to process additional payments and reimbursement requests for various items of work. The last payment received and reported to the Board was in the amount of \$2,060,217 on June 18, 2022 for costs incurred during the 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup> Quarters (31<sup>st</sup> Quarter payment received in December). SBFCA has since received \$2,499,794 for the Emergency Work Retention Release. SBFCA is currently requesting one FAPS payment totaling \$3,482,116 from DWR for ROW. Additional Requests for a Partial Closeout Retention Release and 33<sup>rd</sup> through 35<sup>th</sup> (covering costs accrued through June 2022) Quarter Reimbursement Requests are forthcoming this month. Additional final closeout work is also underway for a January 2023 closeout deadline.

The table below presents the funding status of the Agency's UFRR Grant.

**FRWLP DWR EIP/UFRR Funding**

|                       | <b><u>Agreement</u></b> |     |                            |     |
|-----------------------|-------------------------|-----|----------------------------|-----|
|                       | <b><u>Design</u></b>    |     | <b><u>Construction</u></b> |     |
|                       |                         |     |                            |     |
| Agreement No.         | #4600009480             |     | #4600010296                |     |
| Capital Outlay Amount | \$9,000,000             |     | \$56,780,000               |     |
| Amendment 1           | \$0                     | [1] | \$0                        | [2] |
| Amendment 2           | \$14,869,280            | [3] | \$57,803,791               | [4] |
| Amendment 3           | \$0                     |     | \$43,861,587               |     |
| Amendment 4           | \$0                     |     | \$40,828,931               |     |
| Amendment 5           | -\$2,529,451            | [5] | \$31,730,451               | [5] |
| Amendment 6           | \$0                     |     | \$0                        | [1] |
| Amendment 7           | \$0                     |     | \$3,744,017                | [6] |
| <b>TOTAL FUNDING</b>  | <b>\$21,339,829</b>     |     | <b>\$234,748,777</b>       |     |
| Receipts              |                         |     |                            |     |
| Payments to Date      | \$21,339,829            |     | \$224,615,858              |     |
| Pending               | \$0                     |     | \$3,790,273                |     |
| <b>TOTAL PAYMENTS</b> | <b>\$21,339,829</b>     |     | <b>\$224,615,858</b>       |     |
| <b>GRANT BALANCE</b>  | <b>\$0</b>              |     | <b>\$5,218,834</b>         |     |

- [1] Amendment 1 to the Design Agreement and Amendment 6 to the Construction Agreement amended the terms of the agreements (time extensions only).
- [2] Amendment 1 to the Construction Agreement amended the scope agreement to include the closure of gaps (at reaches 13 and 24) in Area C.
- [3] Amendment 2 to the Design Agreement increased the cost share from 50% to 76% State Cost Share and increased the State funding limit.
- [4] Amendment 2 to the Construction Agreement increased the scope to include Areas B & D2A and increased the State funding limit. It also incorporated many of the guideline provisions of the UFRR Program.
- [5] Reflects pending transfer of remaining design funding to the CFA and additional funding from DWR for emergency work (\$25,000,000 for R 14 – 16 and \$4,201,000 for emergency storm response).
- [6] Additional funding for other scope items (OWA) included in Amendment 7 are included in the above analysis.

***OWA (CDFW & WCB) Grant Agreements***

SBFCA staff is working with the WCB and CDFW to process payments for the ongoing OWA work. Recent payments were received for all of the WCB grants in the amount of \$7,358,542 to date and for the CDFW Box Culvert grant in the amount of \$5,453,161 through the 9<sup>th</sup> Quarter, with \$87,882 for the 10<sup>th</sup> through 13<sup>th</sup> Quarters submitted and pending payment. Payments on the CDFW Veg Planting grant for the first through eighth quarters were received in the sum amount of \$1,058,172 with \$111,059 currently pending for the 9<sup>th</sup> Quarter. A 10<sup>th</sup> Quarter package is currently being formulated with submittal in December pending approval of a recent task budget adjustment request. SBFCA also presently has \$0 in pending payments due from all additional WCB packages that were recently resubmitted with modifications and updates at WCB's request.

The tables below present the funding status of the Agency's WCB Grants and CDFW Grants, respectively.

### **OWA WCB Funding**

|                          | <b><u>Agreement</u></b> |                    |                  |                  | <b><u>Total</u></b> |
|--------------------------|-------------------------|--------------------|------------------|------------------|---------------------|
| Grant Agreement No.      | WC-1736BC               | WC-1842AP          | WC-1729SS        | WC-1554MM        |                     |
| Grant Amount             | \$5,070,900             | \$1,542,100        | \$484,000        | \$792,522        | \$7,889,522         |
| <b>TOTAL FUNDING</b>     | <b>\$5,070,900</b>      | <b>\$1,542,100</b> | <b>\$484,000</b> | <b>\$792,522</b> | <b>\$7,889,522</b>  |
| <i>Payment Received</i>  |                         |                    |                  |                  |                     |
| PMT 1                    | \$768,688               | \$1,011,120        | \$484,000        |                  | \$2,263,808         |
| PMT 2                    | \$1,593,679             |                    |                  |                  | \$1,593,679         |
| PMT 3                    | \$17,073                |                    |                  |                  | \$17,073            |
| PMT 4                    | \$53,946                |                    |                  |                  | \$53,946            |
| PMT 5                    | \$1,558,060             |                    |                  |                  | \$1,558,060         |
| PMT 6                    | \$139,225               |                    |                  |                  | \$139,225           |
| PMT 7                    | \$12,169                |                    |                  |                  | \$12,169            |
| PMT 8                    | \$9,228                 |                    |                  |                  | \$9,228             |
| PMT 9                    | \$23,227                |                    |                  |                  | \$23,227            |
| PMT 10                   | \$23,143                |                    |                  |                  | \$23,143            |
| PMT 11                   | \$10,840                |                    |                  | \$101,525        | \$112,365           |
| PMT 12                   | \$354,531               |                    |                  |                  |                     |
| Retention Release        | \$507,090               |                    |                  |                  |                     |
| Previous Amounts Sum [1] |                         |                    |                  | \$690,997        | \$690,997           |
| <b>TOTAL PAYMENTS</b>    | <b>\$5,070,900</b>      | <b>\$1,011,120</b> | <b>\$484,000</b> | <b>\$792,522</b> | <b>\$7,358,542</b>  |
| <b>GRANT BALANCE</b>     | <b>\$0</b>              | <b>\$530,980</b>   | <b>\$0</b>       | <b>\$0</b>       | <b>\$530,980</b>    |

[1] Amount includes payments 1 thru 10 for WC-1554MM grant.

### **OWA CDFW Funding**

|                      | <b><u>Agreement</u></b> |                    | <b><u>Total</u></b> |
|----------------------|-------------------------|--------------------|---------------------|
| Grant Agreement No.  | P1796010                | Q1996015           |                     |
| Grant Amount         | \$5,648,836             | \$1,716,847        | \$7,365,683         |
| <b>TOTAL FUNDING</b> | <b>\$5,648,836</b>      | <b>\$1,716,847</b> | <b>\$7,365,683</b>  |
| <i>Receipts</i>      |                         |                    |                     |
| Received             |                         |                    |                     |
| PMT 1                | \$22,457                | \$404,324          | \$426,781           |
| PMT 2                | \$29,825                | \$113,379          | \$143,205           |
| PMT 3a               | \$3,253,250             | \$56,180           | \$3,309,430         |
| PMT 3b               | \$1,458,029             |                    | \$1,458,029         |
| PMT 4                | \$303,191               | \$42,759           | \$345,950           |
| PMT 5                | \$164,122               | \$139,725          | \$303,847           |
| PMT 6                | \$114,971               | \$102,987          | \$217,958           |
| PMT 7                | \$27,302                | \$112,641          | \$139,943           |
| PMT 8                | \$13,837                | \$86,177           | \$100,015           |
| PMT 9                | \$66,177                |                    | \$66,177            |
| <i>Pending</i>       |                         |                    |                     |
| PMT 9                |                         | \$111,059          | \$111,059           |
| PMT 10               | \$54,444                |                    | \$54,444            |
| PMT 11               | \$1,319                 |                    | \$1,319             |



|                       |                    |                    |                    |
|-----------------------|--------------------|--------------------|--------------------|
| PMT 12                | \$4,350            |                    | \$4,350            |
| PMT 13                | \$27,770           |                    | \$27,770           |
| <b>TOTAL PAYMENTS</b> | <b>\$5,541,044</b> | <b>\$1,169,232</b> | <b>\$6,710,275</b> |
| <b>GRANT BALANCE</b>  | <b>\$107,792</b>   | <b>\$547,615</b>   | <b>\$655,408</b>   |

*CNRA Proposition 68 Sediment Management Project*

SBFCA staff finalized a grant with California Natural Resources Agency (CNRA) for Sediment Management along the Feather River in February 2020 for \$5,000,000. The first four invoice packages cover costs through March 31, 2021. All five packages have been submitted to CNRA for payment, with the first quarter through fourth quarter payments of \$658,922 received and the remaining package for the 5<sup>th</sup> Quarter pending. Sixth and seventh packages are formulated and to be submitted this week (as of the date of submission of this report).. Additional invoices for subsequent quarters will proceed in coming months. SBFCA has been in close contact with CNRA to process payments.

**CNR Sediment Removal Funding**

|                      | <u>Agreement</u>   | <u>Total</u>       |
|----------------------|--------------------|--------------------|
| Grant Agreement No.  | R31866-0           |                    |
| Grant Amount         | \$5,000,000        | \$5,000,000        |
| <b>TOTAL FUNDING</b> | <b>\$5,000,000</b> | <b>\$5,000,000</b> |

Receipts

|          |             |             |
|----------|-------------|-------------|
| Received |             |             |
| PMT 1    | \$15,477    | \$15,477    |
| PMT 2    | \$233,338   | \$233,338   |
| PMT 3    | \$151,111   | \$151,111   |
| PMT 4    | \$258,997   | \$258,997   |
| Pending  |             |             |
| PMT 5    | \$232,895   | \$232,895   |
| PMT 6    | \$3,280,672 | \$3,280,672 |

|       |           |           |
|-------|-----------|-----------|
| PMT 7 | \$255,790 | \$255,790 |
|-------|-----------|-----------|

|                       |                    |                    |
|-----------------------|--------------------|--------------------|
| <b>TOTAL PAYMENTS</b> | <b>\$4,428,279</b> | <b>\$4,428,279</b> |
|-----------------------|--------------------|--------------------|

|                      |                  |                  |
|----------------------|------------------|------------------|
| <b>GRANT BALANCE</b> | <b>\$571,721</b> | <b>\$571,721</b> |
|----------------------|------------------|------------------|

**Fiscal Impact:** This is an informational item only with no fiscal impact to SBFCA.