



# Sutter Butte Flood Control Agency

Board of Directors Agenda – Regular Meeting, July 12, 2017, 1p.m.  
City of Yuba City Council Chambers - 1201 Civic Center Blvd., Yuba City, CA

The agenda is posted in the building of the Sutter Butte Flood Control Agency at 1441 Garden Highway, Yuba City, and at the Sutter County Library, 750 Forbes Avenue, 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 1441 Garden Highway, 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

Dan Flores  
Larry Munger  
Alt. Mat Conant  
Alt. Jim Whiteaker

## County of Butte

Bill Connelly  
Steve Lambert

## City of Yuba City

John Buckland  
Stan Cleveland  
Alt. Manny Cardoza  
Alt. Shon Harris

## City of Live Oak

Jason Banks  
Alt. Lakhvir Ghag

## City of Gridley

Frank Hall  
Alt. Gary Davidson

## City of Biggs

Bo Sheppard  
Alt. Roger Firth

## Levee District 1

Francis Silva  
Charlie Hoppin  
Alt. Sally Serger  
Alt. Drew Stresser

## Levee District 9

Mike Morris  
Chris Schmidl  
Alt. David 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.

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

- Roll Call
- Pledge of Allegiance

## **CLOSED SESSION**

Conference with real property negotiators pursuant to Govt. Code section 54956.8.

Agency negotiator(s): McElhern/O'Regan

Properties and negotiating parties:

- Greg and Marci Banes (Butte County APN 025-150-029)

## **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 June 14, 2017 Board Meeting
2. Approval of Master Services Agreement and Task Orders 1 and 2 with ECORP to Provide Environmental Documentation, Permitting, and Project Mitigation Services
3. Authorize the Executive Director to Sign a Grant Agreement with California Department of Fish and Wildlife for the Oroville Wildlife Area Flood State Reduction Project
4. Approval of Amendment 9 to Bender Rosenthal Inc. Master Agreement; and Task Order 6, Right of Way Acquisition Support Services for the Federal Sutter Basin Flood Risk Management Project (Star Bend to Laurel Avenue)
5. Consideration of Continuing Emergency Action and Adoption of Amended Resolution No. 2017-01

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

6. Consider Adopting Resolutions of Necessity for Acquisition of Property Interests from APN 025-150-029 (Greg and Marci Banes)

#### **PRESENTATION, DISCUSSION & ACTION ITEMS**

7. Receive and File Monthly Financial Report

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

8. Program/Project Update
9. Other Reports from Agency Staff and Consultants
10. Report by the Citizens' Assessment District Advisory Committee (CADAC)
11. Report by Member and Partner Agencies

#### **CORRESPONDENCE**

12. Report on Correspondence Sent by and Received by the Board

#### **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.

#### **ADJOURNMENT**

The next regularly scheduled Board of Directors meeting will be held on Wednesday, August 9, 2017 at 1p.m., Yuba City Council Chambers – 1201 Civic Center Blvd., Yuba City, CA 95993



# Sutter Butte Flood Control Agency

Board of Directors Minutes – Regular Meeting, June 14, 2017, 1p.m.  
City of Yuba City Council Chambers - 1201 Civic Center Blvd., Yuba City, CA

The Sutter Butte Flood Control Agency (Agency) Board of Directors (Board), State of California, met on the above date at 1 p.m. at the City of Yuba City Council Chambers - 1201 Civic Center Boulevard, Yuba City, CA.

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:	Dan Flores, Mat Conant
County of Butte:	Steve Lambert
City of Yuba City:	John Buckland, Stan Cleveland
City of Live Oak:	Jason Banks
City of Biggs:	Bo Sheppard
Levee District 9:	Mike Morris, Chris Schmidl
Levee District 1:	Francis Silva, Charlie Hoppin

**MEMBERS ABSENT:** Frank Hall, Larry Munger

**STAFF PRESENT:** Mike Inamine, Executive Director; Michael Bessette, Director of Engineering; Scott Shapiro, Agency Counsel; and Terra Yaney, Board Clerk

## MEETING/CALL TO ORDER

At 1 p.m., Director Steve Lambert opened the meeting and led the group in the pledge of allegiance.

## CONSENT CALENDAR

- Approval of the Minutes for the May 10, 2017 Board Meeting**
- Delegation of Authority to Executive Director to Sign a Lease with State Lands Commission**
- Approval of Resolution for the Levy and Collection of Assessments for the Sutter Butte Flood Control Agency Assessment District in the 2017-18 Fiscal Year in Sutter County and Butte County**
- Consideration of Continuing Emergency Action.**

Items one through four of the Consent Calendar were approved in one motion. A motion to approve was made by Director Bo Sheppard and seconded by Director Chris Schmidl. Motion passed with no objection. The Consent Calendar was approved as follows:

- |                       |                        |
|-----------------------|------------------------|
| • Jason Banks - yes   | • Charlie Hoppin - yes |
| • John Buckland - yes | • Steve Lambert - yes  |
| • Stan Cleveland- yes | • Mike Morris - yes    |
| • Mat Conant - yes    | • Chris Schmidl -yes   |
| • Bill Connelly - yes | • Bo Sheppard - yes    |
| • Dan Flores - yes    | • Francis Silva - yes  |

**No Public Comment**

## PRESENTATION, DISCUSSION & ACTION ITEMS

### 5. Approval of Task Order 22 with HDR Engineering for Engineering Services Associated with the Design and Construction of Reach 14 to 16 Cutoff Wall Rehabilitation Project

Executive Director Mike Inamine introduced the item and provided background on the cutoff wall designed and installed under the direction of USACE. He discussed the deficiencies that were identified in the wall during the recent high water event. He described SBFCA staff attempts to acquire funding and authority for repair. He provided a PowerPoint slide to illustrate potential funding options through a federal program (PL84-99), traditional civil works project or State funding.

Director of Engineering Michael Bessette gave a presentation outlining the Task Order 22 with HDR Engineering to provide engineering services associated with the design and construction of reaches 14-16.

The discussion related to this item, along with a PowerPoint presentation is available on the SBFCA website: <http://sutterbutteflood.org/board/meetings-agendas/>.

**A motion to approve was made by Director Stan Cleveland and seconded by Director John Buckland. Motion passed with no objection. The item was approved as follows:**

- Jason Banks - yes
- John Buckland - yes
- Stan Cleveland- yes
- Mat Conant - yes
- Bill Connelly - yes
- Dan Flores - yes
- Charlie Hoppin - yes
- Steve Lambert - yes
- Mike Morris - yes
- Chris Schmidl -yes
- Bo Sheppard - yes
- Francis Silva - yes

### 6. Receive and File Monthly Financial Report

Budget Manager Seth Wurzel presented the monthly financial report for April and answered questions regarding operating revenue of advanced funding. The entire report, along with a PowerPoint presentation is available on the SBFCA website at: <http://sutterbutterflood.org/board/meetings-agendas/>

**No public comment.**

**No action required.**

### 7. Program/Project Update

Director of Engineering Michael Bessette gave a presentation outlining the recent and ongoing activities. He reported that staff continues to work with Levee District One to evaluate riverbank erosion; reimbursement requests were submitted to FEMA in May. In addition to the winter storm repairs, he discussed ongoing obligations. He reported that the work in the completion projects is progressing efficiently in multiple project locations.

The entire report, along with a PowerPoint presentation, is available on the SBFCA website at: <http://sutterbutterflood.org/board/meetings-agendas/>

### 8. Other Reports from Agency Staff and Consultants

**Nothing to report.**

### 9. Report by the Citizens' Assessment District Advisory Committee (CADAC)

**Nothing to report.**

### 10. Report by Member and Partner Agencies

**Nothing to report.**

**CORRESPONDENCE**

**11. Report on Correspondence Sent by and Received by the Board**

**Nothing to report.**

**PUBLIC COMMENT**

Live Oak resident Taisha Thiara provided public comment.

**ADJOURNMENT**

With no further business coming before the Board, the meeting was adjourned at 2:00 p.m.

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

**Terra Yaney, Board Clerk**

\_\_\_\_\_  
**Larry Munger, Board Chair**



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Mike Inamine, Executive Director  
Michael Bessette, Director of Engineering

**SUBJECT:** Approval of Master Services Agreement and Task Orders 1 and 2 with ECORP to Provide Environmental Documentation, Permitting, and Project Mitigation Services

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## **Recommendation**

It is recommended that the Board of Directors approve a form of Master Services Agreement with ECORP to provide environmental documentation, permitting, and mitigation monitoring services and to approve Task Order 1 (Reaches 14-16) and Task Order 2 (Laurel Avenue) under the Agreement subject to legal counsel's final review and approval.

## **Background**

On June 8<sup>th</sup> SBFCA issued a Request for Qualifications (RFQ) for consulting firms to provide Environmental Services for SBFCA's program. Services requested included; CEQA/NEPA Environmental documents, permitting, ESA/CESA compliance, cultural resources, mitigation monitoring and implementation. Seven firms submitted Statements of Qualifications and three firms were interviewed on June 23 by a four person interview panel consisting of the Board Chair, Executive Director, Director of Engineering, and Agency Counsel. ECORP was unanimously selected as the top firm to provide the requested services.

Project elements highlighted in the RFQ that ECORP is anticipated to provide services on include:

- Reaches 14-16 in Yuba City. This approximately 2.9 mi. segment was rehabilitated by the USACE under the PL84-99 program after the 1997 flood by constructing a slurry wall. Both the FRWLP and USACE Sutter Basin Project considered this to be a no work reach. However, performance during the 2017 floods indicated that the slurry wall is not performing as designed, and must be replaced before the next flood season. Design has been initiated, and discussions regarding funding are ongoing. SBFCA considers this an emergency situation. (Services for this project will be conducted under Task Order 1)
- Laurel Ave. project, funded under the State's Flood System Repair Project. Construction on this approximately 0.9 mi. segment began this spring. (Services for this project will be conducted under Task Order 2)
- Laurel to Star Bend Federal project. This approximately 4.8 mi reach is the final segment of the Sutter Basin Project. SBFCA is in discussions with multiple parties to try to get this segment constructed as a Federal project. SBFCA is advancing engineering design.
- Other activities. SBFCA's mission is to improve flood protection within the Sutter – Yuba City Basin and is engaged in multiple planning efforts to achieve that goal. Some of these efforts will have an environmental planning and/or permitting elements.

Parallel and concurrent CEQA/NEPA documents were prepared for the FRWLP1 and Sutter Basin Project by SBFCA and USACE, respectively, and the FRWLP1 was constructed with Section 408 permission by the USACE. Laurel Avenue is being constructed under the 408. However, neither plan explicitly contemplated work in

Reaches 14-16, so requirements for permitting this reach need to be analyzed and implemented as appropriate.

SBFCA's current environmental consultant (ICF International) will finish out environmental compliance and mitigation activities associated with the FRWLP1 project. ECORP which was selected under the RFQ process will assume responsibility for Laurel Avenue and other new segments and planning activities noted above.

### **Fiscal Impact**

Approval of the Master Services Agreement and Task Orders and 2 will obligate SBFCA to pay for the associated services delivered (which are provided on a time and materials basis) up to the contract budget limitation.

*Task Order 1* - This work has not been included within the scope and expenditure appropriation limit of the Final Amended 3-Year Budget approved at the May 10, 2017 Board meeting. SBFCA has requested USACE assistance for this effort under the PL 84/99 Program; however, no assistance has been approved as of the date of the drafting of this report. As noted above, due to the critical nature of the work and to ensure that the work is completed by the end of 2017 construction season, design and permitting must proceed at this time. SBFCA staff is actively coordinating with DWR to develop an UFRR amendment that could fund this permitting work, the previously SBFCA board approved design Task Order with HDR, as well as implementation. While staff is actively seeking a funding commitment for this work, as of the drafting of this report, none has been secured at this time. Approval of the recommended action would have a net budgetary impact of \$1,587,364 (expenditure increase). As a result of the budgetary impact, concurrent with Staff's requested Board approval of Task Order 1, Staff requests that the Board increase the expenditure limit of the approved budget by a corresponding amount. Staff expects that this work would be included with either the EIP/UFRR FRWLP1 Project (731-99-5001/6001) or the Flood Fighting Program (731-94-1066). Specific expenditure accounts for the increased appropriation will be assigned once staff has determined how the effort will be administered.

*Task Order 2* – The appropriated expenditure limit for the remainder of fiscal year 2015-16 and fiscal year 2016-17 included within the Final Approved 3-Year Budget for environmental permitting and support for the Laurel Avenue Project is sufficient to cover the Task Order 2 budget of \$872,984. As a result, there is no net budgetary impact from the Board's approval of Task Order 2.

Attachment: Form of Master Services Agreement  
Task Order 1 – Reaches 14-16  
Task Order 2 – Laurel Avenue

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this \_\_\_ day of July, 2017, by and between Sutter-Butte Flood Control Agency (“SBFCA”), and ECORP Consulting, Inc (“Contractor”) (each a “party” and collectively “the parties”).

### **RECITALS:**

A. SBFCA has determined that it is desirable to retain a contractor for environmental documentation and permitting 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 to provide as-needed environmental documentation and permitting services at the direction of SBFCA. Services will be performed on a Task Order basis. Task Orders will be issued by the Agency as needed, which will include a scope of services, schedule, budget based on the Consultant’s Rate Schedule in Attachment “A”, and any special provisions associated with the Task Order(s). CONTRACTOR shall not perform services under a Task Order until receiving a Notice to Proceed from SUTTER BUTTE FLOOD CONTROL AGENCY.

2. Term of Agreement. Contractor and SBFCA agree that Contractor’s services begin as of the date of this Agreement. SBFCA agrees to pay for services subject to the terms and conditions of this Agreement. Services 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 Task Orders issued under this Agreement and shall be not exceed the amount specified in the approved Task Orders and shall be in accordance with the Consultant’s Rate Schedule in Attachment ‘A’. 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 'A'.

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  
Mike Inamine  
P.O. Box M  
Yuba City, CA 95991

**If to Contractor:**

ECORP Consulting, Inc.  
Lisa Westwood  
2525 Warren Drive  
Rocklin, CA 95677

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. Except as provided above, 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 caused by the recklessness, negligent acts or omissions, or intentional 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 coverage and provisions, which shall cover the activities of Contractor and any sub-contractors:

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  
P.O. Box M  
Yuba City, CA 95991

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. 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,.

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 changed so as to no longer meet the specified SBFCA insurance requirements without thirty (30) days prior written notice of such cancellation or 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). 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.

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

# **ECORP Consulting, Inc.**

## **Task Order 1**

### **SCOPE OF WORK**

#### **Reaches 14-16 Emergency Repair Project Environmental Compliance and Permitting Support**

This task order is associated with the Master Agreement between the Sutter-Butte Flood Control Agency (SBFCA) and ECORP Consulting, Inc. (Consultant), dated July 12, 2017.

#### **1.0 INTRODUCTION**

SBFCA is proposing an emergency levee repair project of 2.9 miles of the levee on the western side of the Feather River, along Reaches 14 through 16 in downtown Yuba City, from stations 927 to 1080. This work is expected to begin July 31 and require approximately three months to complete. Because this work is being carried out under emergency procedures, ECORP proposes to carry out baseline surveys and data gathering prior to ground-disturbance and then the process of completing permit applications and complying with permit requirements will proceed concurrently with, or following, the initiation of construction work.

#### **2.0 ASSUMPTIONS AND UNCERTAINTIES**

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

- SBFCA will be responsible for public notices and paying any required fees to the California Department of Fish and Wildlife (CDFW) and/or Regional Water Quality Control Board (RWQCB).
- Construction is 24 hours a day, 7 days a week, from August 1, 2017 through December 1, 2017.
- Monitoring and other efforts for construction will require up to 4 full-time biological monitors and 4 full-time archeological monitors to cover 24-monitoring; however, the total cost of monitoring depends in part upon the number of resources that need to be monitored, agency direction, and SBFCA needs. An amendment may be required to cover the costs of additional monitors, which are not yet known to the Consultant.
- After December 1st, construction will be reduced to checklist and close out items. It is assumed that a biological and archeological monitor would be needed no more than 3 days a week between December 1, 2017 and February 1, 2018.
- Native American monitors will be present during all construction phases and activities, including the 24-hour slurry wall work.
- No new cultural resource sites will be found during the construction season.
- SBFCA will be able to engineer/construct the project with no detrimental effect to listed, proposed, and/or other special-status species, aquatic or terrestrial.
- Cost estimates for permit applications do not include any time for post-application processing.
- CW404 permit application does not include alternatives analysis.

- SBFCA is accepting the risks associated with post-construction permitting and environmental compliance under emergency procedures.

### **3.0 TASKS AND DELIVERABLES**

#### **TASK 1 – CEQA – Preparation of a CEQA Categorical Exemption**

##### **Objective**

The Consultant will prepare a Notice of Exemption (NOE) pursuant to the California Environmental Quality Act (CEQA) utilizing Statutory Exemption 15269, *Emergency Projects* pursuant to the California Public Resources Code (PRC).

##### **Methods**

Consultant will prepare and distribute draft and final versions of the NOE (using CEQA Appendix E form). This task includes one (1) team conference call with the appropriate and necessary participants to validate the proposed approach and to receive input on Notice content.

##### **Assumptions**

- Sutter Butte Flood Control Agency (SBFCA) staff have identified that a Notice of Exemption (NOE) is the appropriate analysis for the task.
- SBFCA and SBFCA staff will accomplish all Notice filing tasks, including fee payments, required to file the NOE with the appropriate County(ies) and State Clearinghouse.
- This task does not assume any support, time or preparation effort for tasks associated with review of the project under the National Environmental Protection Act (NEPA). It has been assumed the all NEPA-related tasks will be accomplished by the US Army Corps of Engineers acting as the NEPA lead-agency for the project.
- This task includes participation in one (1) conference call at the outset of the effort and has not assumed or included time or fee for any in-person meetings or meetings beyond a single conference call to address the proposed approach to this task.

##### **Deliverables**

- One (1) hardcopy in both the MSWord and .pdf file formats and one (1) electronic copy of a Notice of Exemption Checklist form (CEQA Appendix E) supporting the determination of exemption for the project.

#### **TASK 2 – Permitting Support**

##### **Objective**

This task is organized into two subparts: surveys to document pre-construction field conditions (with the objective that SBFCA's liability to permitting agencies can be limited) and permitting of biological and natural resources agencies.

## **Methods**

### **Biological Surveys**

#### Task 2.1: Waters of the U.S. Delineation

A Waters of the U.S. delineation will 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). Potential waters of the U.S., including wetlands, will be mapped in the field using a global positioning system (GPS) unit capable of submeter accuracy (e.g., Trimble GeoXT) and/or georectified aerial photography. A report and delineation map of the findings will be submitted to the client and will include a description of existing site conditions, field methods, and potential Waters of the U.S. identified on-site. The report will be prepared to support permitting efforts at a later date and will not be submitted to USACE until that time.

The delineation will be conducted under current field conditions. This cost estimate is based upon the assumption that the "routine wetland" delineation methodology is utilized and that site conditions are of relatively unaltered terrain that has not been recently farmed, tilled, irrigated, leveled, denuded, treated with herbicide, or other significant land alteration. If the site has been altered to the extent that "routine" methodology is no longer applicable, a change order agreement will be prepared.

This delineation does not evaluate on-site aquatic features pursuant to guidance provided by USACE and the Environmental Protection Agency (EPA) following the Supreme Court's decision in the consolidated cases of *Rapanos v. United States* and *Carabell v. United States*. If the client requests a Rapanos Evaluation, an additional cost estimate will be prepared. A Rapanos Evaluation is conducted by the USACE whenever the applicant requests an Approved Jurisdictional Determination. Approved Jurisdictional Determinations are typically requested only when features not subject to USACE jurisdiction ("isolated") are identified on-site. Although the Rapanos Evaluation is conducted by the USACE, the applicant (or the applicant's agent) is frequently asked to provide information for this evaluation to expedite the review.

Assumptions: This scope of work assumes that a project boundary in AutoCAD or GIS format will be provided prior to the start of field work. This scope of work does not include additional requests for information or revisions by agencies and/or a site visit with the USACE.

#### Task 2.2: Biological Resources Assessment

A biological resources assessment will be conducted for the project site to document current site conditions and assess the site's potential to support special-status species and natural communities. As part of this assessment, a literature review will be conducted to evaluate all potentially occurring special-status species. The review will include available baseline information from multiple sources including aerial photography, soil data, California Natural Diversity Database (CNDDDB), U.S. Fish and Wildlife Service species lists, special-status species distributive data, and other pertinent resources. A reconnaissance-level site investigation will be conducted to document current site conditions.

This biological resources assessment is intended for general planning purposes and does not include determinate surveys conducted in accordance with Agency approved species' survey protocols or with the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (U.S. Army Corps of Engineers 2006), 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).

A summary of the findings will be incorporated into a report which will provide regulatory context as well as 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 regulatory permitting process.

### Task 2.3: Vegetation Community Survey

A vegetation community survey will be conducted for the site. Communities will be classified according to the classification system presented in the Manual of California Vegetation 2<sup>nd</sup> Edition (Sawyer, Keeler-Wolf et al. 2009). The Manual of California Vegetation uses vegetation alliances and groups for distinguishing vegetation types and classifies vegetation on the stand level. A vegetation community map will be generated using a three-step approach: 1) aerial assessment of vegetation stands; 2) field assessment of alliances/groups and stand boundaries; and 3) identification of inaccessible stands. Areas of the Site that did not contain a vegetation alliance or group type will be mapped according to land cover types (e.g., developed/disturbed areas). A report of the findings will also be prepared and will provide the field methods and results of the survey.

### Task 2.4: Valley Elderberry Longhorn Beetle Survey

A survey for the Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*, VELB) and its exclusive host plant, elderberry (*Sambucus* spp.) will be conducted in accordance with the U.S. Fish and Wildlife Service's Conservation Guidelines for the Valley Elderberry Longhorn Beetle (1999). Survey methods include mapping the location of each elderberry plant encountered on-site using a global positioning system (GPS) unit capable of submeter accuracy (Trimble GeoXT). Each elderberry shrub of suitable size will be examined for the presence (i.e. adult beetles or exit holes) of VELB. A letter report including a description of existing site conditions, field methods, a map of elderberry plants observed on site (if any), and evidence of VELB occurrence (if any) will be prepared.

### Task 2.5: Giant Garter Snake Habitat Assessment

A habitat assessment for gaint garter snake (*Thamnophis gigas*) will be conducted for the project site. The site will be assessed for potential giant garter snake habitat and will include an evaluation of occurrence records in the California Natural Diversity Database (CNDDDB) in relation to the project site. A letter report summarizing the findings of the habitat assessment will be submitted to the client. This report will discuss the results of the habitat assessment, potential regulatory implications, and appropriate measures based on agency guidelines to avoid giant garter snake habitat, if present.

A total of one site visit is included in this cost estimate. If additional site visits are required, a change order agreement will be prepared.

### Task 2.6: Western Yellow-billed Cuckoo Habitat Assessment

A habitat assessment for western yellow-billed cuckoo (*Coccyzus americanus*) will be conducted for the project site. The site will be assessed for potential western yellow-billed cuckoo habitat and will include an evaluation of occurrence records in the California Natural Diversity Database (CNDDDB) in relation to the project site. A letter report summarizing the findings of the habitat assessment will be submitted to the client. This report will discuss the results of the habitat assessment, potential regulatory implications, and appropriate measures based on agency guidelines to avoid western yellow-billed cuckoo habitat, if present.

A total of one site visit is included in this cost estimate. If additional site visits are required, a change order agreement will be prepared.

#### Task 2.7: Pre-Construction Nesting Bird Survey

A pre-construction nesting bird survey will be conducted 7 days prior to the start of construction activities to detect the presence of nesting birds. The survey area will include the project footprint plus a 500-foot buffer for raptors (including burrowing owls) and a 100-foot buffer for all other birds. A total of one complete survey is included in this cost estimate. A letter report summarizing the results of the survey will be submitted to the client. This cost estimate does not include California Department of Fish and Wildlife consultation or nest monitoring, should active nests be found.

#### Task 2.8: Pre-Construction Giant Garter Snake Survey

A pre-construction giant garter snake (*Thamnophis gigas*) survey will be conducted within 24 hours prior to the start of construction activities. A total of one on-site visit is included in this cost estimate to assess the presence of giant garter snake. A letter report summarizing the results of the survey will be submitted to the client.

#### Task 2.9: Worker Environmental Awareness Program

A Worker Environmental Awareness training will be conducted by a qualified biologist prior to the start of construction activities. The training session is designed to provide construction workers, contractors, and subcontractors with information on their responsibilities with regard to sensitive biological resources (i.e., giant garter snake, nesting birds, western yellow-billed cuckoo, burrowing owl, valley elderberry longhorn beetle, riparian vegetation). One set of training material will be provided and will include information on the identification of protected biological resources, protocol for workers to follow should they encounter sensitive resources, and an outline of the potential penalties for failure to comply with the regulations for protecting biological resources. A total of one training session is included with this cost estimate. If further trainings are required due to changes in personnel, an additional cost estimate will be provided.

### ***Permitting***

#### Task 2.10: Clean Water Act, Section 404, Individual Permit Application

Based upon engineering and technical data supplied by others, an Individual Permit Application will be prepared and a draft submitted to client for review. After comments have been received and incorporated into the document, a submittal copy will be generated, and with client approval, submitted to the U.S. Army Corps of Engineers.

#### Task 2.11: Endangered Species Act, Biological Assessment, U.S. Fish and Wildlife Service

Existing biological site assessment data and/or California Department of Fish and Game – Natural Diversity Database information, and information available from on-site surveys will be used to prepare a Biological Assessment suitable to support Section 7 Consultation with the U.S. Fish and Wildlife Service.

#### Task 2.12: Endangered Species Act, Biological Assessment, National Marine Fisheries Service

Existing biological site assessment data and/or California Department of Fish and Game – Natural Diversity Database information, and information available from on-site surveys will be used to prepare a Biological Assessment suitable to support Section 7 Consultation with the National Marine Fisheries Service.

#### Task 2.13: Regional Water Quality Control Board, Clean Water Act, Section 401

A Request for Water Quality Certification (i.e., application) will be prepared. After comments have been received and incorporated into the document, a submittal copy will be generated, and with client approval, submitted to the Regional Water Quality Control Board.

#### Task 2.14: California Department of Fish and Wildlife (CDFW) Section 1602 Notification

A Streambed Alteration Notification (i.e., application) will be prepared. After comments have been received and incorporated into the document, a submittal copy will be generated, and with client approval, submitted to the California Department of Fish and Game.

#### Task 2.15: California Department of Fish and Wildlife (CDFW) Section 2081 Application

An application for an Incidental Take Permit will be prepared. After comments have been received and incorporated into the document, a submittal copy will be generated, and with client approval, submitted to the California Department of Fish and Wildlife.

#### Task 2.16: Regional Water Quality Control Board, SWPPP Liaison

CONSULTANT will coordinate with the Regional Water Quality Control Board regarding Stormwater Pollution Prevention Plans (prepared by others).

#### Task 2.17: Air Quality Liaison

The Consultant will coordinate with the California Air Resources Board and/or local Air Quality Management District regarding project compliance with applicable air quality standards.

### **TASK 3 – Cultural Resources Support**

#### **Objective**

SBFCA is proceeding with emergency levee repair work under emergency procedures of the USACE and under a categorical exemption under CEQA. Therefore, environmental review, consultation, and permitting will be concurrent with and after construction. The cultural resources support task has been developed to anticipate the requirements for compliance that would ordinarily be done prior to the commencement of project activities.

This Task will provide funding for a cultural resources inventory and evaluation, contractor awareness training (with respect to sensitive cultural and tribal issues), archaeological and tribal monitoring, and addressing unanticipated discoveries during project construction. This task order also anticipates the need for construction activities to proceed 24 hours per day, 7 days per week.

#### **Methods**

- **Cultural Resources Inventory.** The Consultant and one tribal monitor from UAIC will carry out an archaeological and cultural resources pedestrian survey of the 2.9-mile project area and prepare an inventory technical report. This task also includes a geoarchaeological sensitivity assessment by Far Western to determine the likelihood for encountering buried archaeological materials along the levee. Far Westerns memorandum will be included as an attachment to the technical report.

The task order assumes the need to record no more than three archaeological sites and three built environment resources. An amendment will be required if additional resources are identified, or if evaluation of eligibility can't be done based on survey-level data alone. Moreover, given the emergency nature of the project, it may be necessary to presume eligibility of resources within the footprint and then mitigate behind construction crews for sites that are impacted. This strategy will require coordination with the USACE and is subject to change, and so an amendment may be necessary in order to address the needs.

- **Provide Environmental Training.** A qualified archaeologist will prepare training materials (assumed to be provided by SBFCA) and provide environmental compliance training to construction crew staff as requested by SBFCA and PG&E. It is assumed that weekly training sessions would be conducted through the end of November and held simultaneously with the biological training. The environmental binder will also be updated with copies of all relevant measures related to cultural and tribal resources for the SBFCA construction management team.
- **Archaeological monitoring.** The Consultant will provide one lead archaeological monitor throughout the duration of the ground disturbing activity, which requires one monitor 24 hours per day, 7 days per week between August 1 and November 1, 2017. Although multiple monitors are required to relieve shifts, only one will be present on the job site at any given time. The monitor will provide support whenever the Native American Indian Tribes are present at the construction site and/or at the request of the Native American Indian Tribes, will be responsible for coordination with the County Coroner, for the identification of bone, and for field coordination with Far Western to address unanticipated discoveries.
- **Native American Monitoring.** On behalf of SBFCA, the Consultant has subcontracted with Aerotek Employment Agency to employ the Native American monitors that UAIC has requested to be present during meetings, surveys, and construction activities. Tribal monitoring is not mandated and these project repairs are not covered by the Settlement Agreement. Therefore, while the tribe does not have sole discretion as to the number of tribal monitors, the number will be determined through negotiation with tribal leadership, and therefore, an amendment may be required in the future. For this task order, the Consultant assumes one lead monitor from UAIC during the cultural resources pedestrian survey, and throughout the duration of ground-disturbing activities (24 hours per day, 7 days per week, from August 1 to November 1, 2017). Although multiple monitors are required to relieve shifts, only one will be present on the job site at any given time.
- **Unanticipated Discoveries.** Far Western will provide archeological support on a time and materials basis under a subcontract to the Consultant. This includes tasks such as screening backdirt, examining midden, and limited testing and mapping. Because unanticipated discoveries are likely, but the nature and level of effort to address cannot be known at this time, a time and materials budget has been provided. An amendment may be required if the level of effort required to address discoveries, or the number of tribal monitors, or both, exceeds what can be accommodated by this task budget. In the event that a scope-driven change order is necessary to accommodate an unanticipated discovery, then a change order will be developed.

## **Deliverables**

- Environment Compliance manual for construction management team
- Timesheets and tribal monitoring forms for all tribal monitors will be provided to SBFCA Construction Management directly by the tribe
- Archaeological monitoring forms
- Cultural Resources Inventory and Evaluation Report

## **TASK 4 – Compliance Verification and Closeout**

### **Objective**

After November 1, construction will be reduced to checklist and close out items. It is assumed that a biological and archeological monitor would be needed no more than 3 days a week between November 1, 2017 and December 31, 2017. After the reconstruction of the levee is complete, SBFCA will prepare biological and archaeological monitoring reports, and will prepare necessary documentation to document compliance with permit conditions for the permitting agencies.

## Methods

- **Biological Monitoring.** Consultant will monitor construction activities during all periods of active instruction, and will document project impacts and mitigation regarding all aspects of biological resources.
- **Compliance Verification and Closeout.** Consultant will compile post-project compliance documentation regarding biological resource issues. Reports will suitable for submittal to: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, National Marine Fisheries Service, Regional Water Quality Control Board, and California Department of Fish and Wildlife.
- **Archaeological monitoring.** The Consultant will provide one lead archaeological monitor for 3 days per week during project closeout. It is assumed that no ground disturbing activities requiring tribal monitoring will be required.
- **Archaeological monitoring report.** The Consultant will prepare an archaeological monitoring report to document the monitoring. The report will document the methods and results of monitoring, including a copy of all field monitoring forms as an attachment. The report will include a description of any unanticipated discoveries and will be submitted electronically to SBFCA and, following approval, will be submitted to the USACE.

## Deliverables

- Archaeological monitoring forms
- Archaeological and biological monitoring reports indicated above

## TASK 5 – Project Management, Meetings

### Objective

This task will allow the Consultant to participate in project meetings, conference calls, and field visits with SBFCA and its Construction Management team, to coordinate with subconsultants and tribal monitors, and generally manage the project. This is a time and materials, best efforts task, that will be used as needed throughout the remainder of this task order. Amendments may be necessary if additional effort is required (particularly with respect to agency and tribal liaison).

### Methods

- **Weekly Construction Coordination Meetings.** The Consultant's Program Manager will participate in up to 4 weekly meetings or conference calls with SBFCA, agencies, tribes, and/or the Construction Management Team. This includes documentation of meeting notes and maintaining an organized set of documentation for all meetings held. Upon the conclusion of Laurel Avenue project work, this task may be extended under subsequent task orders.
- **Tribal and Agency Liaison.** The Consultant's Program Manager will serve as tribal liaison and provide support to SBFCA and its executive director in tribal consultation through participation in tribal leadership meetings and internal meetings with SBFCA and its legal counsel. The Consultant will also participate in meetings with, or respond to requests for information and technical support from, the USACE, SHPO, or tribes as it relates to Section 106 consultation under the USACE's emergency procedures.

- **Project Management.** The Consultant will maintain organized project files, schedules, and documentation for the project, will review and ensure that all invoices and expenses are consistent with contractual requirements, and oversee all activities under this task order.
- **Compliance Tracking.** The Consultant will develop and maintain a compliance tracking system. Led by the Compliance Documentation Manager (CDM), the Consultant will oversee all activities covered by the contract scope of work related to compliance documentation including:

Development of compliance tracking system (i.e., centralized repository system)

- develop standards technical quality (e.g., standardized reporting language)
- develop and support the implementation of Environment Compliance (EM) Guide
- track all activities/deliverables covered by the contract scope of work and schedule; tasks with clear deliverables, such as focused survey or preconstruction survey are tracked in a centralized repository system
- coordinate with all task managers, project managers, and SBFCA staff

Scheduling

- manage overall schedule (e.g., construction monitoring, nesting birds, preconstruction surveys, focused surveys)
- establish a scheduling process
- establish an annual master schedule with planned dates, estimated duration and deadlines using Microsoft Project or Excel is provided using the SBFCA WBS as a framework and incorporating the information provided in the work plans as the baseline. As an ever-evolving document, the schedule is reviewed on a weekly basis to incorporate activities that were initiated, changed, delayed, canceled or concluded. The schedule is located at a centralized repository system.
- develop processes to ensure the monitoring pool is sufficiently staffed to support construction changes and species specific needs
- review of the contractor's schedule for staffing

### 3.0 BUDGET

The budget for this Task Order Amendment is not-to-exceed \$1,587,364 based on the provisions of the Master Agreement. A breakdown of work effort is provided on Table 1.

### 4.0 SCHEDULE

- Full-time (24 hour days, 7 days per week) biological, tribal, and archaeological monitoring will occur between August 1 and October 31, 2017.
- Project close-out (limited, 12 hour days, 3 days per week) biological and archaeological monitoring will occur between November 1 and December 31, 2017.
- Weekly environmental trainings for biological, tribal, and archaeological resources will be held between August 1 and October 31, 2017.
- All technical and monitoring reports, and proof of compliance documentation, will be submitted to SBFCA within 90 days of the completion of all project activities.

**5.0 CONTACTS**

All deliverables discussed in this SOW shall be provided to SBFCA.

**SBFCA**

Michael Bessette, Director of Engineering

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: \_\_\_\_\_

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

MIKE INAMINE  
Executive Director, SBFCA

BJORN GREGERSEN  
ECORP CONSULTING, Inc.

DRAFT

# **ECORP Consulting, Inc.**

## **Task Order 2**

### **SCOPE OF WORK**

#### **Laurel Avenue Critical Repair Project Environmental Compliance and Permitting Support**

This task order is associated with the Master Agreement between the Sutter-Butte Flood Control Agency (SBFCA) and ECORP Consulting, Inc. (Consultant), dated July 12, 2017.

#### **1.0 INTRODUCTION**

SBFCA is continuing ongoing levee repair project in the predominantly rural area of the southern portion of the Sutter-Butte basin, south of Star Bend, between Stations 281 and 181. This Task Order will allow the Consultant to assume all environmental permitting, monitoring, and compliance from the prior consultant. Amendments may be required to address unforeseen needs or changes to the construction schedule.

#### **2.0 ASSUMPTIONS AND UNCERTAINTIES**

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

- Construction is 12 hours a day, 6 days a week, from July 13, 2017 through October 31, 2017. Assume no double shifts will be required.
- Monitoring and other efforts for construction will require 1 full-time biological monitor and 1 full-time archeological monitor; however, the total cost of monitoring depends in part upon the number of resources that need to be monitored, agency direction, and SBFCA needs. An amendment may be required to cover the costs of additional monitors, which are not yet known to ECORP.
- After November 1st, construction will be reduced to checklist and close out items. It is assumed that a biological and archeological monitor would be needed no more than 2 days a week between November 1, 2017 and December 31, 2017.
- Native American monitors will be present during all construction phases and activities, that only monitors from UAIC will be paid, and that the UAIC will determine the number of monitors.
- No new cultural resource sites will be found during the construction season.
- SBFCA will provide a copy of the environmental training binder previously prepared for the project.
- SBFCA will provide the Consultant with copies of all field monitoring forms and documentation generated by the prior consultant during the construction activities to date.

### 3.0 TASKS AND DELIVERABLES

#### TASK 1 – Biological Support

##### Methods

- **Provide Environmental Training.** A qualified biologist will develop the training materials and provide environmental compliance training to construction crew staff as requested by SBFCA and PG&E. It is assumed that weekly training sessions would be conducted through the end of November and will be held simultaneously with the archaeologist. The environmental binder will also be updated with copies of all new or amended permits and protection measures for the SBFCA construction management team.

##### Deliverables

- Environment Compliance manual for construction management team
- Training and monitoring reports noted above

#### TASK 2 – Cultural Resources Support

##### Objective

Upon approval of the Master Services Contract, the Consultant will assume responsibility for the ongoing cultural resources tasks for the Laurel Avenue Critical Repair Project. This Task will provide funding for contractor awareness training (with respect to sensitive cultural and tribal issues), archaeological and tribal monitoring, and addressing unanticipated discoveries during project construction. Currently, only one archaeological monitor is necessary, but the number of tribal monitors is determined solely by the tribes and therefore, an amendment may be required in the future.

##### Methods

- **Provide Environmental Training.** A qualified archaeologist will review and update the previously prepared training materials (assumed to be provided by SBFCA) and provide environmental compliance training to construction crew staff as requested by SBFCA and PG&E. It is assumed that weekly training sessions would be conducted through the end of November and held simultaneously with the biological training. The environmental binder will also be updated with copies of all relevant measures related to cultural and tribal resources for the SBFCA construction management team.
- **Archaeological monitoring.** The Consultant will provide one lead archaeological monitor throughout the duration of the ground disturbing activity. The monitor will provide support whenever the Native American Indian Tribes are present at the construction site and/or at the request of the Native American Indian Tribes, will be responsible for coordination with the County Coroner, for the identification of bone, and for field coordination with Far Western to address unanticipated discoveries.
- **Native American Monitoring.** On behalf of SBFCA, the Consultant has subcontracted with Aerotek Employment Agency to employ the Native American monitors that UAIC has requested to be present during meetings, surveys, and construction activities. One lead and three regular tribal monitors are expected to be present each week. During some periods, more or less tribal monitors will be present, and if the number of monitors (which is at the sole discretion of the tribe) exceeds what can be accommodated by the budget, an amendment would be necessary.

- **Unanticipated Discoveries.** Far Western will provide archeological support on a time and materials basis under a subcontract to the Consultant, as requested by SBFCA and UAIC. This includes tasks such as screening backdirt, examining midden, and limited testing and mapping. Because several unanticipated discoveries (including human remains) have been found at Laurel to date, there is a potential for additional discoveries. An amendment may be required if the level of effort required to address discoveries, or the number of tribal monitors, or both, exceeds what can be accommodated by this task budget. In the event that a scope-driven change order is necessary to accommodate an unanticipated discovery, then a change order will be developed.

## **Deliverables**

- Environment Compliance manual for construction management team
- Timesheets and tribal monitoring forms for all tribal monitors will be provided to SBFCA Construction Management directly by the tribe
- Archaeological monitoring forms

## **TASK 3 – Compliance Verification and Closeout**

### **Objective**

After November 1, construction will be reduced to checklist and close out items. It is assumed that a biological and archeological monitor would be needed no more than 3 days a week between November 1, 2017 and December 31, 2017. After the reconstruction of the levee is complete, SBFCA will prepare biological and archaeological monitoring reports, and will prepare necessary documentation to document compliance with permit conditions for the permitting agencies.

### **Methods**

- **Biological Monitoring.** ECORP will monitor construction activities during all periods of active construction, up to 5 days/week and 10 hours/day, and will document project impacts and mitigation regarding all aspects of biological resources.
- **Biological Permit Compliance.** ECORP will compile post-project compliance documentation regarding biological resource issues. Reports will suitable for submittal to: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, National Marine Fisheries Service, Regional Water Quality Control Board, and California Department of Fish and Wildlife.
- **Archaeological monitoring.** The Consultant will provide one lead archaeological monitor for 2 days per week during project closeout. It is assumed that no ground disturbing activities requiring tribal monitoring will be required.
- **Archaeological monitoring report.** The Consultant will prepare an archaeological monitoring report to document the monitoring. The report will document the methods and results of monitoring, including a copy of all field monitoring forms as an attachment. The report will include a description of the unanticipated discoveries and will be submitted electronically to SBFCA. Because the Laurel Avenue inventory report for Section 106 concluded no adverse effect and did not require archaeological monitoring (but monitoring was required by the Supplemental EIR), the report will only be submitted to SBFCA and not to any other agency.
- **MMRP.** The Consultant will reconcile the requirements from the MMRP relative to work performed to date and assemble proof of compliance. This assumes that some documentation will need to be provided by the previous consultant.

## **Deliverables**

- Archaeological monitoring forms
- Archaeological and biological monitoring reports indicated above

## **TASK 4 – Project Management, Meetings**

### **Objective**

This task will allow the Consultant to participate in project meetings, conference calls, and field visits with SBFCA and its Construction Management team, to coordinate with subconsultants and tribal monitors, and generally manage the project. This is a time and materials, best efforts task, that will be used as needed throughout the remainder of this task order. Amendments may be necessary if additional effort is required (particularly with respect to tribal liaison).

### **Methods**

- **Weekly Construction Coordination Meetings.** The Consultant's Program Manager will continue to participate in two weekly tribal coordination conference calls, plus up to 3 additional meetings or conference calls each week with SBFCA and the Construction Management Team. This includes documentation of meeting notes and maintaining an organized set of documentation for all meetings held. Upon the conclusion of Laurel Avenue project work, this task may be extended under subsequent task orders.
- **Tribal Liaison.** The Consultant's Program Manager will continue to serve as tribal liaison and provide support to SBFCA and its executive director in tribal consultation through participation in tribal leadership meetings and internal meetings with SBFCA and its legal counsel. The Consultant will also continue to track and document compliance with the Settlement Agreement with UAIC. Upon the conclusion of Laurel Avenue project work, this task may be extended under subsequent task orders.
- **Project Management.** The Consultant will maintain organized project files, schedules, and documentation for the project, will review and ensure that all invoices and expenses are consistent with contractual requirements, and oversee all activities under this task order.
- **Compliance Tracking.** The Consultant will develop and maintain a compliance tracking system.

## **4.0 BUDGET**

The budget for this Task Order Amendment is not-to-exceed \$872,984 based on the provisions of the Master Agreement. A breakdown of work effort is provided on Table 1.

## **5.0 SCHEDULE**

- Full-time (12 hour days, 6 days per week) biological, tribal, and archaeological monitoring will occur between July 13 and October 31, 2017.
- Project close-out (limited, 12 hour days, 2 days per week) biological and archaeological monitoring will occur between November 1 and December 31, 2017.
- Weekly environmental trainings for biological, tribal, and archaeological resources will be held between July 17 and October 31, 2017.

- Monitoring reports and proof of compliance documentation will be submitted to SBFCA within 60 days of the completion of all monitoring activities.

## 6.0 CONTACTS

All deliverables discussed in this SOW shall be provided to SBFCA.

### **SBFCA**

Michael Bessette, Director of Engineering

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: \_\_\_\_\_

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

MIKE INAMINE  
Executive Director, SBFCA

BJORN GREGERSEN  
ECORP CONSULTING, Inc.

DRAFT

**ATTACHMENT A**
**Initially Proposed Schedule of Hourly Fees**

Position	Hourly Rate
Program Manager	\$260.00
QA/QC Manager	\$180.00
Principal Environmental Analyst (CEQA/NEPA)	\$180.00
Senior Environmental Analyst (CEQA/NEPA)	\$165.00
Staff Environmental Analyst (CEQA/NEPA)	\$145.00
Associate Environmental Analyst (CEQA/NEPA)	\$100.00
Assistant Environmental Analyst (CEQA/NEPA)	\$85.00
Air/Noise Lead Scientist	\$145.00
Air/Noise Analyst	\$115.00
Principal Biologist	\$180.00
Senior Biologist*	\$160.00
Staff Biologist	\$135.00
Associate Biologist	\$110.00
Assistant Biologist	\$95.00
Biological Technician	\$75.00
Certified Arborist	\$130.00
Compliance Task Manager	\$180.00
Lead Construction Monitor	\$140.00
Permit Holding Construction Monitor	\$120.00
Construction Monitor	\$95.00
Regulatory Principal	\$250.00
Senior Regulatory Project Manager	\$180.00
Regulatory Project Manager	\$130.00
Regulatory Project Specialist	\$115.00
Lead Archaeological Monitor	\$110.00
Staff Archaeological Monitor	\$85.00
Lead Tribal Monitor	**\$67.50
Tribal Monitor	**\$60.00
Cultural Resources Principal Investigator	\$225.00
Senior Archaeologist	\$140.00
Staff Archaeologist	\$100.00
Associate Archaeologist	\$85.00
Assistant Archaeologist	\$80.00
Senior Architectural Historian	\$150.00
Staff Architectural Historian	\$110.00
Tribal Liaison	\$260.00
Principal GIS / CADD / Graphics Specialist	\$150.00
Senior GIS / CADD Specialist	\$120.00

Position	Hourly Rate
GIS / CADD Technician	\$90.00
Information Systems Manager	\$150.00
Database Developer	\$130.00
Technical Editor	\$150.00
Production Coordinator / Proof Reader	\$90.00
Clerical	\$85.00
Senior Project Accountant / Contracts	\$170.00
Associate Project Accountant / Contracts	\$120.00

\* Includes: Wildlife Biologist, Avian Ecologist, Botanist, Wetland Specialist, and Restoration Ecologist.

\*\* Employment of tribal monitors will be handled through a temporary employment agency

**Expense Reimbursement/Other:**

1. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14-percent administrative handling charge (excluding mileage and per diem).
2. Subcontractor expenses are reimbursed at cost plus a 12-percent administrative handling charge.
3. Mileage is reimbursed at the current IRS rate.
4. Rental vehicles will be charged at the current standard daily rate, typically \$100 per day.
5. Per Diem, depending upon geography, may be charged if overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. ECORP has a wide network of teaming partners in various specialty disciplines that can be retained as subcontractors on an as-needed basis, in consultation with SBFCA.
8. This rate schedule may adjust no more than once per year, unless specified otherwise in the contract.

**FAR WESTERN ANTHROPOLOGICAL RESEARCH GROUP, INC. ESTIMATED BUDGET**

Rate Schedule 2017

CONTRACTOR: \_\_\_\_\_ PERSON TO BE CONTACTED: \_\_\_\_\_

TASK: \_\_\_\_\_ DATE: \_\_\_\_\_

A Cost of Living adjustment of up to five percent will be applied annually on October 1st of each year.

**PREFIELD/MANAGEMENT**

TITLE	NAME	RATE
Principal Investigator 200	Hildebrandt, Bill	\$155.65
Principal Investigator 200	McGuire, Kelly	\$155.65
Principal Investigator 200	Mikkelsen, Pat	\$155.65
Principal Investigator 300	Carpenter, Kim	\$143.55
Principal Investigator 300	Rosenthal, Jeff	\$143.55
Principal Investigator 300	Young, D. Craig	\$143.55
Principal Investigator 400	Byrd, Brian	\$135.36
Principal Investigator 500	Duke, Daron	\$132.04
Principal Investigator 600	Waechter, Sharon	\$103.68
Principal Investigator 700	Clay, Vickie	\$99.79
Principal Investigator 800	Byerly, Ryan	\$99.00
Principal Investigator 800	Whitaker, Adrian	\$99.00
Principal Investigator 1000	Wohlgemuth, Eric	\$94.05
Principal Investigator 1100	Ruby, Allika	\$91.58
Principal Investigator 1200	Orvald, Tucker	\$84.15
Principal Investigator 1300	Ugan, Andrew	\$79.79
Geoarchaeologist 100	Meyer, Jack	\$121.06
Geoarchaeologist 200	Kaijankoski, Phil	\$99.00
Geoarchaeologist 250	Willis, Samuel	\$86.63
Geoarchaeologist 300	Scher, Naomi	\$66.83
GIS Supervisor 100	Brandy, Paul	\$136.13
GIS Supervisor 100	King, Jerome	\$136.13
GIS Sr.Analyst	DeArmond, Shannon	\$86.63
GIS Assistant 100	Nagy, Andras	\$64.35
GIS Assistant 200	Stotz, Nicole	\$61.88
GIS Assistant 300	Bradeen, Jill	\$55.89
GIS Assistant 300	Murphy, Melissa	\$55.89
GIS Assistant 300	Rice, Darla	\$55.89
GIS Assistant 500	Osegueda, Kari	\$48.21
Lab Director 200	Harold, Laura	\$71.78
Lab Director 300	O'Horo, Kasey	\$60.12
Lab Assistant 100	Arpaia, Angela	\$59.40
Lab Assistant 200	Eubanks, Jill	\$53.22
Lab Assistant 300	Galindo Arias, Patricia	\$49.50
Art Director	Norton, Tammara	\$104.84
Production Supervisor 100	St. John Birney, Nicole	\$99.00
Production Assistant 200	Montgomery, Kathleen	\$55.89
Production Assistant 200	Pardee, Michael	\$55.89
Production Assistant 200	Bucur, Sorana	\$55.89

Production Assistant 400	Meyer, Margo	\$47.03
Senior Archaeologist 150	Roberson, Joanna	\$84.15
Senior Archaeologist 200	Younie, Angela	\$80.31
Senior Archaeologist 400	Berg, John	\$74.97
Senior Archaeologist 400	Darcangelo, Mike	\$74.97
Senior Archaeologist 500	Higgins, Courtney	\$70.54
Senior Archaeologist 600	Neidig, Steven	\$67.10
Senior Archaeologist 1000	Hildebrandt, Tod	\$64.35
Senior Archaeologist 1100	McCabe, Allen	\$62.92
Senior Archaeologist 1150	Lenzi, Mike	\$61.88
Senior Archaeologist 1150	Rice, Sarah	\$61.88
Senior Archaeologist 1200	Garner, Albert	\$59.40
Senior Archaeologist 1250	Martindale Johnson, Lucas	\$64.35
Staff Archaeologist 100	Wisely, Justin	\$64.35
Staff Archaeologist 200	Lippel, Jennifer	\$61.88
Staff Archaeologist 300	Engbring, Laurel	\$56.93
Staff Archaeologist 450	Davis, Kathy	\$54.45
Staff Archaeologist 500	Bennett, Stephanie	\$53.22
Staff Archaeologist 500	Colligan, Kaely	\$53.22
Staff Archaeologist 600	Kingsley, Angela	\$52.69
Staff Archaeologist 700	Gingerich, Eric	\$51.98
Staff Archaeologist 700	Izzi, Sarah	\$51.98
Staff Archaeologist 700	Layton, Emily	\$51.98
Staff Archaeologist 800	Daub, Lindsey	\$50.74
Staff Archaeologist 800	Lindley, Stephen	\$50.74
Staff Archaeologist 900	Brainard, Cassandra	\$49.50
Staff Archaeologist 900	Hartman, Amanda	\$49.50
Staff Archaeologist 1000	Longo, Nick	\$51.98
Admin Assistant 100	Reed, Cynthia	\$44.55
Admin Assistant 200	Miller, Amber	\$37.13
Asst Financial Analyst	Wlasiuk, Maria	\$53.22
Asst PM/Proposal Coordinator	Johnson, Melissa	\$74.25
Contract Administrator	Collier, Jennifer	\$76.73
Cultural Resource Technician	Albers, D'Anne	\$60.98
Finance Manager	Wang, Lin	\$91.58
Human Resources	Eason, Erin	\$60.59
Office Manager 100	Anstead, Sharon	\$66.83
Office Manager 200	Turner, Jerry	\$52.43

TEMPORARY EMPLOYEES:

Field Technician	Mike, David	\$42.25
Field Technician	Mike, Ed	\$50.49
Field Technician	Young, Darren	\$41.66
Field Technician	Stillman, Bill	\$55.91
FieldTech A,	Field Tech A	\$49.50
Field Tech B,	Field Tech B	\$44.55



**EXHIBIT B**

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Field Technician	Young, Darren	\$41.66
Field Technician	Stillman, Bill	\$55.91
FieldTech A,	Field Tech A	\$49.50
Field Tech B,	Field Tech B	\$44.55



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Mike Inamine, Executive Director  
Andrea Clark, General Counsel

**SUBJECT:** Authorize the Executive Director to Sign a Grant Agreement with California Department of Fish and Wildlife for the Oroville Wildlife Area Flood Stage Reduction Project

---

## Recommended Action

Approve Resolution 2017-05, which delegates authority to the Executive Director to execute, upon review and approval of counsel, a grant agreement with the California Department of Fish and Wildlife (CDFW) Watershed Restoration Program, as well as any related documentation, for the Oroville Wildlife Area Flood Stage Reduction Project.

## Background

The Oroville Wildlife Area Flood Stage Reduction Project involves hydraulic improvements that would connect the Feather River to the OWA, vegetation management, and recreation enhancement. As part of the project's hydraulic improvements, SBFCA would construct a notch through an existing berm to connect the river to the interior of the OWA, as well as culverts and associated grading.

In December of 2016, SBFCA was notified that it has been selected by the California Department of Fish and Wildlife (CDFW) for funding through the Watershed Restoration & Delta Water Quality and Ecosystem Restoration Grant Programs Fiscal Year (FY) 2016-17 Proposal Solicitation. The award is for an amount of up to \$2,509,700 under the FY 2016-17 and FY 2017-18 State Budget Acts to construct the notched berm component of the project.

CDFW wishes to execute a grant agreement with SBFCA and requires evidence, through a resolution, that SBFCA's Executive Director has authority to execute the agreement and any related documentation. SBFCA staff and counsel are in the process of reviewing the draft agreement from CDFW to ensure that the lease provisions are acceptable to SBFCA.

## Fiscal Impact

SBFCA's Approved Budget includes the award of this grant within the Oroville Wildlife Area Program (731-2005,7-4XXX - DFW State Grant Prop 1 *final account number to be assigned*). The Final Budget for 2017-18 includes \$2,509,700 of revenue. The total State cost-share for the work covered by this grant is 100%. There is no net budgetary impact from the Board's approval of the recommended action.

## **Attachments**

1. Resolution 2017-05
2. CDFW Notice of Award

**RESOLUTION NO. 2017-05**

**RESOLUTION BY THE BOARD OF DIRECTORS OF THE  
SUTTER BUTTE FLOOD CONTROL AGENCY  
GRANTING AUTHORITY TO ITS EXECUTIVE DIRECTOR TO EXECUTE A GRANT  
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
FOR THE OROVILLE WILDLIFE AREA FLOOD STAGE REDUCTION PROJECT**

WHEREAS, the Sutter Butte Flood Control Agency (“SBFCA”) proposes the Oroville Wildlife Area Flood Stage Reduction Project (“Project”) to reconnect the Oroville Wildlife Area (“OWA”) D-Unit to the Feather River and decrease flood stages within the main channel, restore riparian and fish habitat, and reduce post-flood maintenance and repairs; and

WHEREAS, SBFCA wishes to receive funding for this project through the Department of Fish and Wildlife Proposition 1 Watershed Restoration Program; and

WHEREAS, this resolution grants to SBFCA’s Executive Director the authority to execute such an agreement and any associated documentation.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Directors of the Sutter Butte Flood Control Agency hereby authorizes its Executive Director to execute a grant agreement with the California Department of Fish and Wildlife Watershed Restoration Program, as well as any related documentation, related to the Oroville Wildlife Area Flood Stage Reduction Project.

Approved this 12<sup>th</sup> day of July, 2017.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Larry Munger , Chair

APPROVED AS TO FORM  
GENERAL COUNSEL

By: \_\_\_\_\_  
ANDREA P. CLARK



December 20, 2016

Mike Inamine  
Sutter Butte Flood Control Agency  
P.O. Box M  
Yuba City, CA 95991

**NOTICE OF AWARD**  
Watershed Restoration & Delta Water Quality and Ecosystem Restoration Grant  
Programs, Fiscal Year 2016-17

Dear Mike Inamine:

We are pleased to inform you that your proposal, Oroville Wildlife Area Flood Stage Reduction and Restoration Project, has been selected by the California Department of Fish and Wildlife (CDFW) for funding through the Watershed Restoration & Delta Water Quality and Ecosystem Restoration Grant Programs Fiscal Year (FY) 2016-17 Proposal Solicitation. This letter serves as CDFW's award of up to \$2,509,700 under the FY 2016-17 and FY 2017-18 State Budget Acts to support this important initiative to further watershed restoration and protection projects of statewide importance.

**Please note:** Prior to execution of a grant agreement, as noted in CDFW's Solicitation, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA, if applicable) compliance for this project must be complete. Also, intermediate plans (i.e., design plans at ~65% level of development) should be complete prior to grant execution.

**Additionally:** 1) you cannot incur any contract costs for work done prior to the execution date of the grant agreement – we anticipate grant agreements being executed no sooner than May 2017; 2) your agreement is not a valid legal document until you receive a fully executed copy, signed by both parties; and; 3) this agreement may be subject to revision or suspension due to continuing budgetary uncertainties, and may be contingent upon the passing of the FY 2017-18 Budget Act.

To expedite the grant process, please also provide the following forms to CDFW as soon as possible.

1. Drug-Free Workplace Certification (STD. 21)  
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>
2. Payee Data Record form (STD. 204)  
<http://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=133955>

Page 2

3. 501(c)(3) Certification (for non-profit organizations)
4. An authorizing resolution from your governing body that confirms its approval of the projects and grant monies (if applicable).

Completed forms should be submitted to:

California Department of Fish and Wildlife  
Attn: Keng Saefong, Watershed Restoration Grants Branch  
1416 9<sup>th</sup> Street, Suite 1266  
Sacramento, CA 95814

Information provided in your proposal as well as input from CDFW will be used to ensure programmatic compliance with CDFW policies and guidelines set forth by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Your Project Grant Manager Gina Benigno will soon contact you to discuss the process and next steps in implementing the project.

Finally, attached is a copy of CDFW's General Grant Provisions (Exhibit 1.a), which outlines our terms and conditions for entering into a grant agreement and will be attached to the final agreement.

Should you have questions regarding the process, you may contact Matt Wells at (916) 445-1285 or at [Matt.Wells@wildlife.ca.gov](mailto:Matt.Wells@wildlife.ca.gov).

Sincerely,



Helen Birss, Branch Chief  
Watershed Restoration Grants Branch

Attachment:

CC:

Tina Bartlett, Regional Manager  
North Central Region



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Mike Inamine, Executive Director  
Michael Bessette, Director of Engineering

**SUBJECT:** Approval of Amendment 9 to Bender Rosenthal Inc. Master Agreement; and Task Order 6, Right of Way Acquisition Support Services for the Federal Sutter Basin Flood Risk Management Project (Star Bend to Laurel Avenue)

### Recommendation

Approve and authorize the Executive Director to execute: (i) Amendment 8 to Bender Rosenthal Inc's (BRI) Master Agreement to increase the total not to exceed Master Contract amount from to \$4,100,000 to \$4,500,000; and (ii) Task Order 6 for right-of-way acquisition support services for the Federal Sutter Basin Flood Risk Management Project (Star Bend to Laurel Avenue).

### Background

In 2010, SBFCA went through a competitive process to select a consulting firm to undertake appraisal and right-of-way acquisition services needed for the Feather River West Levee Project (FRWLP). From that process, Bender Rosenthal Inc. (BRI) was selected as the most qualified consultant, and at the September 8, 2010 Board meeting the Board approved BRI's Master Contract Agreement. The master agreement provides general contractual "boiler plate" language, and refers to task orders which will be executed as needed to complete work. Each task order includes a scope of work, fee, schedule, and special provisions related to the task that are not included in the master agreement. To date, the Board and the Executive Director have approved Task Orders 1, 2 (including amendments), 3, 4, and 5, as shown in the table below:

	Description	Amount
Task Order 1	Preliminary right-of-way support services including right-of-entry support for geotechnical explorations, right-of-way constraints analysis, preparation of a right-of-way manual, early acquisition assistance and miscellaneous right-of-way services	\$298,690
Task Order 2	Project Area C - Appraisals, negotiating property acquisitions, providing relocation assistance, etc.	\$995,650
Task Order 2 Amendment 1	No-cost changes to project scope	\$0
Task Order 2 Amendment 2	Project Areas B & D - Appraisals, negotiating property acquisitions, providing relocation assistance, etc.	\$1,440,300
Task Order 2 Amendment 3	Additional right-of-way acquisition support services	\$200,147
Task Order 3	Project Area C Final Accounting Packages for DWR	\$158,400
Task Order 2 Amendment 4	Additional right-of-way acquisition support services	\$479,172

Task Order 4	Final Accounting Packages for Project Areas B & D	\$179,300
Task Order 2 Amendment 5	Additional right-of-way acquisition support services	\$102,558
Task Order 2 Amendment 6	Additional right-of-way acquisition support services for 'Gaps' work	\$120,600
Task Order 5	Right-of-way acquisition support services for Laurel Avenue FSRP	\$74,008
Task Order 2 Amendment 7	Additional right-of-way acquisition support services	\$209,495
	<b>Total</b>	<b>\$4,258,320</b>

**Task Order 6 - Right-of-way acquisition support services for Federal Sutter Basin Flood Risk Management Project (Star Bend to Laurel Avenue)**

The Sutter Basin Feasibility Study was completed in 2013. It assessed the risk of flooding in the Sutter Basin, formulated and evaluated a range of potential alternatives to reduce the risk, identified a recommended plan for implementation, and included a joint Environmental Impact Report and Supplemental Environmental Impact Statement to comply with the National Environmental Policy Act and California Environmental Quality Act. The Sutter Basin Feasibility Study was authorized by the 2014 Water Resources Reform and Development Act (WRRDA). WRRDA is strictly an authorizing legislation and does not include funding; funding was secured for the initiation of design under the US Army Corps of Engineers (USACE) Civil Works Fiscal Year 2015 Work Plan.

SBFCA has coordinated with the USACE on advancing the 65% designs for the Laurel Avenue to South Star Bend project through final design and construction. As the local sponsor, SBFCA is required to provide all lands, easements rights of way & relocation (LERRDs) needed to construct, operate and maintain the improved levee system. To be ready for a potential construction start in 2018, SBFCA must begin the right-of-way acquisition process now. The work outlined in this Task Order 6 has been divided into the following tasks:

- Task 1 - Right of Way Management
- Task 2 –Property Appraisals
- Task 3 – Independent Appraisals Review
- Task 4 - Acquisition Services
- Task 5 - Title & Escrow support
- Task 6 – Final Accounting Packages

The proposed budget for Task Order 6 is \$345,215, and is based on the scope of work detailed in the attachment. This proposed scope and fee has been reviewed and negotiated by SBFCA’s Director of Engineering, and will allow SBFCA’s right-of-way consultant, BRI, to begin the right-of-way acquisition services needed for the project.

**Amendment No.9 to BRI’s Master Agreement**

BRI’s Master Agreement includes a “not to exceed” limit. Staff is recommending that the Board increase the BRI Master Agreement not to exceed limit to \$4,700,000 to accommodate Task Order 6.

**Fiscal Impact**

These actions will obligate SBFCA to pay for the associated services delivered on a time and materials basis up to the Task Order not to exceed budget of \$345,215. These costs are included in the Final Amended 3-Year Budget approved by the Board at the May 2017 meeting. The budget includes, within the USACE SBFRM Project program (731-94-1064), two accounts where funds have been budgeted for the implementation of the SBFRM by the USACE. These accounts include 731-94-1064-65635 and 731-94-1064-6XXXX (*account number pending assignment by Yuba City*) where funds have been included for Design (\$1,000,000) and Lands, Easements Rights of Way & Relocations - LERRDs (\$900,000). The SBFCA Board approved a Design Task Order (No. 22) with HDR committing \$1,022,592 of this combined budget toward design. The remainder would be available to advance

this scope of work. BRI Task Order 6 would utilize a portion of this budget with the remainder being made available to obtain the required rights of way. The available budget is intended to be matched with future State funding. Typically the State would cost share on a 70/30 basis on the non-federal share of authorized federal projects. The cost shared non-federal portion would include all required LERRDs.

The scope of work included within BRI Task Order 6 includes services, which would fall within the budget appropriations within the Final Amended 3-Year Budget. It should be noted however, that Final Amended 3-Year Budget includes funds for these activities within Fiscal Year's 2017-18 and 2018 - 19. Because of the opportunities to accelerate this work, SBFCA's appropriations would need to be accelerated to meet the timing requirements of the USACE appropriations. The Board's approval of the recommended action would accelerate these expenditures but in total, would have no net budgetary impact to the Final Amended 3-Year Budget.

**BENDER ROSENTHAL, INC.**  
**TASK ORDER 6**  
**Feather River West Levee Project**  
**Right-of-Way Support Services**

This Task Order 6 is associated with the Master Agreement between the Sutter Butte Flood Control Agency and Bender Rosenthal, Inc. dated September 8, 2010; amended December 14, 2011, October 10, 2012, October 9, 2013, June 11, 2014, October 8, 2014, May 13, 2015, March 9, 2016, July 13, 2016, and further amended July 12, 2017.

**Scope of Work**

See attached proposal dated June 9, 2017, which is incorporated herein by this reference.

**Schedule**

See attached proposal dated June 9, 2017, which is incorporated herein by this reference.

**Budget**

See attached proposal dated June 9, 2017, which is incorporated herein by this reference.

**Special Provisions**

None

IN WITNESS WHEREOF, the parties hereto have caused this Task Order 6 be duly executed.

SUTTER BUTTE FLOOD CONTROL AGENCY

BENDER ROSENTHAL, INC.

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

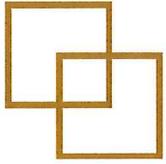
By: \_\_\_\_\_

Mike Inamine  
Executive Director

Title: \_\_\_\_\_

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

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



**BENDER  
ROSENTHAL, INC.**

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

4400 Auburn Boulevard, Suite 102  
Sacramento, CA 95841  
main: 916.978.4900 • fax: 916.978.4904  
www.benderrosenthal.com

June 9, 2017

Via E-mail: smcelhern@downeybrand.com  
boregan@ksninc.com

Sutter Butte Flood Control Agency  
Attn: Mike Inamine, Executive Director  
PO Box M  
Yuba City, CA 95991-3618

c/o Scott McElhern  
Barry O'Regan

Re: Bender Rosenthal, Inc. Task Order 6  
Reach A – STA 225+00 to 479+00 Corp of Engineers, Federal Project

Dear Mr. Inamine:

Bender Rosenthal, Inc. is pleased to provide the attached project understanding and scope of services to the Sutter Butte Flood Control Agency.

This proposal addresses regular right of way activities to begin on the above referenced project. Regular right of way activities includes, Appraisal, Acquisition, Final Accounting Packages, Administration and Management oversight of parcels to be acquired for the project and escrow coordination. Please refer to Exhibit "A" wherein the thirty (30) non-public parcels are identified. These activities are beyond the scope identified in Task Order 2 dated January 3, 2012. This task is budgeted for a twelve (12) month period (approximately July 1, 2017-July 1, 2018) providing right of way management support to the team.

#### **TASK 1 – R/W MANAGEMENT**

This task includes attendance and or participation in team meetings, monthly schedule and progress updates, and coordination efforts with R/W team, individual R/W agents and appraisers for Segment A parcels (Corp of Engineers, Federal Project).

#### **Deliverables**

- Weekly project status updates on a per parcel basis. Project Schedule will be updated by others.
- Participating in weekly conference call R/W team meetings, and provide meeting notes.
- Managing regular internal R/W meetings with agents and appraisers.
- Providing Monthly R/W progress updates to accompany invoices.

- Coordinating design issues between engineering team and R/W team.
- Coordination and oversight of appraisal and acquisition functions.

### **Assumptions**

- Board meetings and presentations are not included in this scope.
- Preparation of SBFCA and CVFPB Board Staff reports and resolutions are not included in this scope.
- USACE coordination, meetings, approvals, etc. by others.

### **TASK 2 - APPRAISAL SERVICES**

BRI will develop credible appraisals for the client that will determine the estimated fair market value of the fee simple interest and identified easement interest in each referenced property. The appraisal reports will be narrative appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by SBFCA. Some of the items that may affect the appraisal process include:

- Complexity of the valuation.
- Impact of the interests to be acquired (e.g. Temporary Construction Easements, and Public Utility easements).
- Damage Analysis (Severance Damage, Cost to Cure, etc.).
- The analysis of crop damages and re-establishment; which is driven by owners ability to harvest crops prior to project possession. Crop damage analysis is included in this task for up to fifteen (15) parcels.

### **CHANGE OF SCOPE**

A change in scope may result in the following instances:

- Comments received after appraisal review complete.
- A change in engineering after property has been inspected by appraiser, requiring a new inspection.
- A change in engineering after notice of decision to appraise has been sent.
- Addition of a parcel.
- Addition of easements, or other property rights.

- An increase in the number of damage analyses required.
- An appraisal requiring additional expertise, such as an arborist, crop loss expert, goodwill or fixture appraiser.

### **Assumptions**

- Client meetings are not included in this portion of the scope.
- Bi-lingual services are not included but are available via scope change.
- All property acquisition lines will be staked for the property owner/appraiser field review.
- Excludes appraisals with title held by Levee District No. 1, SSJDD, Department of Fish and Game and Feather Water District.

### **Deliverables**

- Two (2) copies of each Appraisal that meet all State and Federal Standards;
- Appraisal valuations of Fee or Permanent Easements (including Temporary Construction Easements (TCE's) for up to thirty (30) parcels; and
- Agricultural damage analysis for up to fifteen (15) parcels.

### **TASK 3 – INDEPENDENT APPRAISAL REVIEW**

Per SBFCA policy and/or direction for this proposal, an independent appraisal review will be performed on property wherein the estimated fair market value is \$25,000 or above. This task includes BRI conducting up to fifteen (15) appraisal reviews.

### **Deliverables**

- Review certifications for appraisal reports over \$25,000 for up to fifteen (15) parcels.

### **TASK 4 - ACQUISITION SERVICES**

Bender Rosenthal, Inc. proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers to acquire the necessary property rights as provided by the agency. We will meet with the owners and convey documents, negotiate until acceptance or impasse is reached based on the steps as outlined below.

Steps within the acquisition process:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.

4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the sixth contact either in person or by telephone. A recommendation to SBFCA will be made after *impasse* has been reached. To reach *impasse* there are specific requirements:
  - A. Go through the *acquisition steps* outlined below; plus
  - B. Make at least six (6) contacts with owner (personal call, letter or phone call) in any combination over a 60-day period; plus

The acquisition steps when offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
  1. Owner refuses to counter. (Impasse)
  2. Owner makes counter proposal.
    - a. The Client accepts counter. (Close)
    - b. The Client rejects counter. (Impasse)
    - c. The Client makes new offer.
      1. Owner accepts new offer. (Close)
      2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction or deliver a memorandum explaining *impasse*.
8. Final report, including transfer of all pertinent correspondence and files, to SBFCA.

### **Deliverables**

- Prepare and present offers and negotiate with primary owners of up to thirty (30) parcels. Additional ownership interests are not included in this scope, unless otherwise noted. e.g. oil and gas leases.

### **Assumptions**

- All BRI property negotiations end at the resolution of necessity.
- Demolition and clearance of improvements by others.

## **TASK 5 - TITLE/ESCROW SUPPORT**

In order to facilitate the closing of the various Right of Way transactions, the project will provide escrow and title support as part of the scope of work. BRI is very knowledgeable in this area and has the staff necessary to help the SBFCA with their title and escrow coordination needs. This task is very difficult to quantify for a scope. For example, we have been very instrumental in providing lender's additional information as it relates to a proposed acquisition (especially if the acquisition has little or no affect to the real estate). This has eliminated the Bank's desire to charge for an additional appraisal. However, it is very difficult to "mandate" a lender to address a partial re-conveyance of a deed of trust.

Tasks to be considered include:

- SBFCA to pay for preliminary title reports needed for the Project.
- Draft consent to easement, partial release and partial re-conveyances. Title Company to follow through with appropriate lenders, beneficiaries and trustees.
- Prepare and send Request for Invoice and Demand to the Title Company.
- Copy and forward fully executed escrow grant deed and purchase agreement to SBFCA for "acceptance of the agreement."
- Receive approved fully executed purchase agreement from SBFCA. Forward approved executed copy to property owner.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and SBFCA).
- Assist in clearing all title interests.
- Prepare transmittal and forward closed files to SBFCA.
- Research and assist in securing owner's Trust Certificates and Statement of Identity's.

### **Deliverable**

- Facilitate Title and Escrow support as outlined above on up to nineteen (19) fee takes or permanent easements.

### **Assumptions**

- Temporary Construction Easements to be recorded.
- Title and Escrow Fees paid by others.

## **TASK 6 - FINAL ACCOUNTAING PACKAGES**

- Prepare up to nineteen (19) final acquisition accounting packages for USACE reimbursement. These include:
  - Plat and Legal

- Appraisal
- Acquisition Documents
- Resolution of Necessity Documentation
- Memorandum of Settlement
- Reimbursement Dollar Summary
- Maintain Status Report
- Meeting with USACE and staff (up to 24 meetings)

**Budget**

The following table summarizes the deliverables and corresponding budget.

<b>Task</b>	<b>Description</b>	<b>Total</b>
Task 1 - ROW Management • Project Coordinator	20 hrs. x \$99.23/hr. x 12 months	\$23,815
Task 2 - Appraisal Services:	30 parcels @ \$3,500/parcel	\$105,000
Task 2A. Crop Loss	15 parcels (estimated) @ \$2,000/parcel	\$30,000.00
Task 3 – Independent Appraisal Review • Appraisal review of appraisals over \$25,000 for up to 15 Parcels	15 Parcels @ \$1,300/parcel	\$19,500
Task 4- Acquisition Services • Negotiations with Private owners covering up to 8 parcels	30 parcels @ \$3,000/parcel	\$90,000
Task 5 - Title & Escrow Support	19 escrows @ \$800 each	\$15,200
Task 6 – Final Accounting Packages	30 hours x \$110 x 19 owners/packages	\$62,700
<b>Total Budget</b>		<b>\$346,215</b>

The following are the assumptions behind the budget:

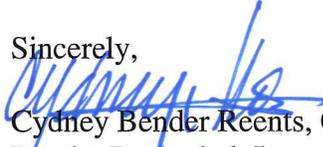
1. Other than as described herein, no budget has been included for USACE meetings. These are available upon request.
2. Full documentation to Federal and State standards for all tasks.
3. No expert witness testimony.
4. The actual costs may differ from task to task, but the overall budget will not exceed the “Total Budget” shown in the above spreadsheet.
5. No Coordination with State or Federal right of way departments, other than listed in scope.
6. This fee assumes that no significant structures or improvements will be acquired.

7. Any external audit support is outside of this scope.
8. The following items trigger a change in scope and budget:
  - a. A change in engineering once a notice of decision to appraise has been sent.
  - b. Addition of a parcel.
  - c. Addition of easements, or other property rights.
  - d. Any additional professional expertise.
9. It is the responsibility of the SBFCA ROW manager and the BRI project manager to monitor potential scope changes and bring potential changes to SBFCA management and contracting authority.

Attached hereto as Exhibit A is the list of owned parcels for the Laurel Avenue project

This concludes our proposal.

Sincerely,

  
Cydney Bender Reents, CEO  
Bender Rosenthal, Inc.

**EXHIBIT A**

**SUTTER BUTTE FLOOD CONTROL AGENCY  
FEATHER RIVER WEST LEVEE PROJECT  
Federal Project (Station 225+00 to 479+00)**

	<b>APN</b>	<b>OWNER</b>
1	25-140-015_021	CHEIM HEIMAN/KAYE TR "A" ETAL
2	25-250-013	CHOHAN
3	25-250-025	CHOHAN
4	25-260-007	CHOHAN
5	25-140-005_020	DALE
6	25-190-020	DANNA LAND COMPANY
7	25-060-004_005_018	DEPARTMENT OF FISH AND GAME
8	25-120-006	FEATHER WATER DIST
9	25-190-015	GARDEN HIGHWAY MUTUAL WATER CO
10	25-190-016_037	GOLDEN GATE HOP RANCH INC
11	25-060-019	KELHAM
12	25-250-026	LOVE ANNETTE M
13	25-100-019	MAND GURPAL S
14	25-190-012	MONASTERIO FAM '02 TR ETAL
15	25-190-013	MONASTERIO FAM '02 TR ETAL
16	25-190-014	MONASTERIO FAM '02 TR ETAL
17	25-210-020	NATIONAL AUDUBON SOCIETY INC
18	25-260-031	NATIONAL AUDUBON SOCIETY
19	25-190-021	SILVA DAN/CANDACE
20	25-190-022	SODERLUND LIV '07 TR ETAL
21	PER 137 O.R. 465	SSJDD & LD1
22	25-090-010_017	STEPHENS DAN REV TR ETAL
23	25-120-004	TAYLOR
24	25-120-001	TAYLOR ESTHER E-LE ETAL
25	25-120-003	TAYLOR ESTHER E-LE ETAL
26	25-120-005	TAYLOR ESTHER E-LE ETAL
27	25-100-015	TAYLOR JOHN W/MELISSA
28	25-100-003	WILSON MILDRED H TR ETAL

NINTH AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES

This Ninth Amendment to Agreement For Professional Services (“Amendment”) is made and entered into as of the 12th day of July, 2017, by and between Sutter Butte Flood Control Agency (“Agency”) and Bender Rosenthal, Inc. (“Contractor”).

**RECITALS:**

WHEREAS, Agency and Contractor entered into an agreement for professional services executed on September 8, 2010 (“Agreement”);

WHEREAS, Agency and Contractor entered into the First Amendment to the Agreement effective December 14, 2011;

WHEREAS, Agency and Contractor entered into the Second Amendment to the Agreement effective October 10, 2012;

WHEREAS, Agency and Contractor entered into the Third Amendment to the Agreement effective October 9, 2013;

WHEREAS, Agency and Contractor entered into the Fourth Amendment to the Agreement effective June 11, 2014;

WHEREAS, Agency and Contractor entered into the Fifth Amendment to the Agreement effective October 8, 2014;

WHEREAS, Agency and Contractor entered into the Sixth Amendment to the Agreement effective May 13, 2015;

WHEREAS, Agency and Contractor entered into the Seventh Amendment to the Agreement effective March 9, 2016;

WHEREAS, Agency and Contractor entered into the Eight Amendment to the Agreement effective July 13, 2016;

WHEREAS, Paragraph C.24 of Attachment C to the Agreement states that modifications to the terms of the Agreement shall be in writing and signed by all parties;

WHEREAS, Agency and Contractor desire to modify the Agreement;

NOW, THEREFORE, Agency and Contractor agree as follows:

Paragraph B.1 of Attachment B to the Agreement shall be modified to read in its entirety as follows: “**BASE CONTRACT FEE.** SUTTER BUTTE FLOOD CONTROL AGENCY shall pay CONTRACTOR a Task Order fee on a not to exceed basis for each Task Order executed in conjunction with this Agreement, using the billing rates included in Table B-1. CONTRACTOR

shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$4,700,000 without an amendment to this Agreement approved by the SUTTER BUTTE FLOOD CONTROL AGENCY Board of Directors.”

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

SUTTER BUTTE FLOOD  
CONTROL AGENCY

BENDER ROSENTHAL, INC.

\_\_\_\_\_  
Mike Inamine  
Executive Director  
Dated: \_\_\_\_\_

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

ATTEST:  
SECRETARY

APPROVED AS TO FORM:  
SCOTT L. SHAPIRO  
GENERAL COUNSEL

\_\_\_\_\_

\_\_\_\_\_



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Mike Inamine, Executive Director  
Andrea Clark, Agency Counsel

**SUBJECT:** Consideration of Emergency Action and Adoption of Amended Resolution No. 2017-01

---

## Recommendation

Determine by a 4/5th vote that there is a need to take necessary actions due to emergency conditions and adopt Amended Resolution No. 2017-01.

## Background

At its February 15, 2017 meeting, the SBFCA board was updated on the unexpected, sudden and volatile conditions at Oroville Dam, where both the service and emergency spillways had lost full functionality and nearly 200,000 residents in areas downstream of the dam had been evacuated due to concerns about the emergency spillway. Due to the loss of full functionality of the spillways, and the uncertainty surrounding such functionality over the remainder of the flood season, the SBFCA board passed Resolution No. 2017-01, declaring that an emergency existed for purposes of the Public Contract Code in order to approve emergency levee repair and protection work at various locations on the Feather River. The resolution set forth facts to demonstrate that the emergency conditions did not allow for a delay resulting from competitive bidding, and were necessary to respond to the emergency.

Concurrent and subsequent to the declared emergency, high water conditions have caused substantial damage to approximately 2.9 miles of levees in downtown Yuba City between Gilsizer Slough and Whitaker Hall that must be immediately repaired.

SBFCA has substantially carried out the actions described in Resolution No. 2017-01, including measures along reaches encompassing the Laurel, Cypress, and Star Bend South levee sites, Gilsizer Slough and Teegarden Way within the limits of Yuba City. That work is complete only as an interim measure; the levee reach between Gilsizer and Teegarden Avenue (landside of an existing USACE slurry wall) has subsequently sustained significant damage resulting in a dangerous condition that must be immediately repaired prior to the next flood season or an unanticipated release from Oroville Dam. Contributing to this risk are the record snowpack conditions in the Sierras that could produce high flows, as well as the uncertainty associated with the ongoing, emergency reconstruction of the Oroville spillways. At a lesser priority, damage to the levee between Teegarden and Whiteaker Hall in Yuba City also requires immediate remediation. Failure to immediately repair these reaches of levees during this year's shortened construction season imperils the lives of 70,000 people who reside immediately landside. A sudden, underseepage failure--the most probable failure mode for this reach of levee--could occur without warning in one of the most densely populated locations on the Feather River. Such an event would likely result in loss of life.

Under the Public Contract Code, when a public agency takes action directly related to and required by that emergency, the agency must review the emergency action at every regularly-scheduled meeting thereafter until the action is terminated, to determine that there is a need to continue the action. Although Resolution No. 2017-01 is applicable to the emergency situation with the levee reaches between Gilsizer Slough and Whiteaker Hall, the conditions and risks associated with those levee reaches are slightly different than those associated with the original resolution. More specifically, Resolution No. 2017-01 refers to an emergency associated with this past flood season, while the amended resolution refers to repairs to levee reaches between Gilsizer Slough and Whiteaker Hall that must be completed before the **next** flood season, which begins in November 2017. Nonetheless, many of the same events that justified the enactment of Resolution No. 2017-01 also remain applicable to these repairs, including the Governor's February 12 state of emergency proclamation.

In light of the slightly different nature of the risk associated with the levee reaches between Gilsizer Slough and Whiteaker Hall and the continued relevance of the conditions discussed in Resolution No. 2017-01, staff recommends that the board adopt an amended version of Resolution No. 2017-01 ("Amended Resolution No. 2017-01"). Conditions have not changed since the June meeting when the board initially adopted the amended resolution; therefore, staff recommends that the board again determine by a 4/5 vote that there is a need to continue emergency actions. The board can meet at a special meeting or at its next regularly-scheduled meeting to again review the emergency action and determine whether to terminate it at that time.

#### **Fiscal Impact**

The Board's decision to adopt Amended Resolution 2017-01 does not authorize any additional funding beyond the Board's initial authorization of \$5,000,000 for levee fortification measures and the Board's increase of appropriations by up to \$50,000 as part of Budget Resolution, 2017-02. Prior to execution of any contract over \$50,000 associated with this emergency declaration, SBFCA staff will present the contract to the Finance Committee for its consideration of fiscal impacts.

**AMENDED RESOLUTION NO. 2017-01**

**RESOLUTION OF THE SUTTER BUTTE FLOOD CONTROL AGENCY  
AUTHORIZING ADVANCE MEASURES TO REINFORCE  
FEATHER RIVER WEST LEVEE REACHES**

**WHEREAS**, the Sutter Butte Flood Control Agency (“SBFCA”) has nearly completed construction of the Feather River West Levee Project (the “Project”) to reduce flood risk in the Sutter Basin;

**WHEREAS**, there remain critically damaged levee reaches that have not yet been addressed by the Project, including the Laurel and Cypress levee sites, which protect the lives and property of around 20,000 people, small communities, associated properties, and vast tracts of agricultural infrastructure as well as outlying areas of urbanized regions;

**WHEREAS**, the service and emergency spillways at Oroville Dam have suffered damage through erosion after significant rainfall events in 2017, and the potential for flooding in light of such damage led to the evacuation of tens of thousands of residents in the SBFCA area;

**WHEREAS**, on February 12, 2017, California Governor Jerry Brown proclaimed a state of emergency pursuant to the California Emergency Services Act in the Counties of Butte, Sutter and Yuba based on potential flooding from Oroville Dam;

**WHEREAS**, the loss of full functionality of both the service and emergency spillways at Oroville Dam has greatly increased risk to life and property behind the Feather River west levee, including the Laurel and Cypress levee sites;

**WHEREAS**, loss of full functionality of both the service and emergency spills at Oroville Dam, and the uncertainty surrounding the functionality of those facilities over the remainder of the flood season, constitute a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property and essential public services pursuant to Cal. Public Contract Code section 1102;

**WHEREAS**, in light of and to mitigate for the potentially devastating consequences of failure of the lower Feather River levees, SBFCA has identified certain emergency protection and advance mitigation measures along the reaches encompassing the Laurel and Cypress sites, including berm construction, fill in unused and unlined ditches and placement of sandbag dikes and rings (“Levee Fortification Measures”) that it wishes to implement and/or construct as quickly as possible in order to protect the above-referenced levees sites from further deterioration and potential failure due to underseepage;

**WHEREAS**, the levee reach between Gilsizer Slough and Whitaker Hall has sustained significant damage from seepage as a result of the conditions associated with the events creating the state of emergency declared by the Governor on February 12, 2017;

**WHEREAS**, record snowpack conditions in the Sierras and the uncertainty associated with the ongoing, emergency reconstruction of the Oroville spillways, combined with the damage to the levee reach between Gilsizer Slough and Whitaker Hall, has resulted in an emergency situation that must be immediately repaired prior to the next flood season or an unanticipated release from Oroville Dam;

**WHEREAS**, the failure to repair the damage to the levee reach between Gilsizer Slough and Whitaker Hall prior to the next flood season or unanticipated release from Oroville Dam could result in a significant loss of human life;

**WHEREAS**, SBFCA has identified certain emergency protection and advance mitigation measures along the reaches between Gilsizer Slough and Whitaker Hall, including construction of a new cutout wall (“Reaches 14-16 Repairs”), that it wishes to implement and/or construct as quickly as possible in order to protect the levee sites from further deterioration and potential failure due to seepage;

**WHEREAS**, on February 14, 2017 SBFCA formally requested up to \$5 million in advance funds from the State of California for the Levee Fortification Measures (attached hereto as Exhibit 1);

**WHEREAS**, the emergency conditions described herein and supported by the detailed information in SBFCA’s advance funding request at Exhibit 1, will not permit a delay resulting from a competitive solicitation for bids, and the Levee Fortification Measures are necessary to respond to these conditions;

**WHEREAS**, construction of the Levee Fortification Measures and the Reaches 14-16 Repairs are exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines sections 15269(a), (b) and (c);

**NOW, THEREFORE, THE SUTTER BUTTE FLOOD CONTROL AGENCY RESOLVES AS FOLLOWS:**

1. SBFCA hereby authorizes implementation and/or construction of the Levee Fortification Measures described herein, ratifies any such work that has begun to date, and authorizes execution of all related documentation, including but not limited to documentation for construction and financing of the Levee Fortification Measures, by the Executive Director as SBFCA’s agent.

2. SBFCA hereby authorizes all work necessary to implement the Reaches 14-16 Repairs, and authorizes execution of all related documentation, including but not limited to documentation for construction and financing of said repairs, by the Executive Director as SBFCA’s agent.

3. SBFCA hereby declares that an emergency exists pursuant to Public Contract Code section 1102. Pursuant to Public Contract Code section 22050, the SBFCA board will

review the emergency action at its next meeting to determine if there is a need to continue the action.

4. SBFCA hereby appropriates an additional \$5,000,000 in the Capital Budget for the purpose of implementing the Levee Fortification Measures, with the directive to the Executive Director as its agent to use his best efforts to obtain funding from State, Federal and local sources for the work.

**ADOPTED** this 15<sup>th</sup> day of February, 2017.

---

Larry Munger, Chair



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Michael Bessette, Director of Engineering  
Scott McElhern, Agency Counsel

**SUBJECT:** Consider Adopting Resolutions of Necessity for Acquisition of Property Interests from APN 025-150-029 (Greg and Marci Banes)

---

## **Recommendation**

Staff recommends that the Board of Directors of the Sutter Butte Flood Control Agency ("SBFCA") adopt the attached proposed Resolution of Necessity for the acquisition of certain property interests in the properties bearing Butte County Assessor's Parcel Number 025-150-029 for the Feather River West Levee Project (the "Project").

The property bearing Butte County APN 025-150-029 is currently owned by Greg and Marci Banes. As described in the exhibits to the attached proposed Resolution of Necessity, the property interests proposed for acquisition from this property are 809± square feet in fee.

## **Required Findings for Adoption of a Resolution of Necessity**

The attached proposed Resolution of Necessity lists the findings required by California Eminent Domain Law. Importantly, the Board is recommended to find:

1. The public interest and necessity require the Project;
2. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. The property interests are necessary for the proposed Project; and
4. The offer required by Government Code Section 7267.2 has been made to the owner or owners of record of the properties.

## **Support for Findings**

### **Finding 1: The Public Interest And Necessity Require The Project.**

The Project is necessary because of the following levee deficiencies:

1. The west bank levee of the Feather River is currently vulnerable to through-seepage and under-seepage.
2. The levee does not currently provide either a 100-year or 200-year level of flood protection.

3. The levee has slope stability issues.
4. There are many encroachments into and on the levee.
5. There is insufficient right of way to maintain the levee.

In order to correct the above levee deficiencies, SBFCA is in the process of rehabilitating approximately 41 miles of levee along the west bank of the Feather River, extending from Thermalito Afterbay to three miles upstream of the confluence of the Feather River with the Sutter Bypass. The Project levee improvements will include cutoff walls to mitigate through and under-seepage issues, some seepage berms, and some erosion repairs. Pursuant to the California Environmental Quality Act, the SBFCA Board of Directors independently considered and certified the Final Environmental Impact Report for the Project after a public hearing on April 10, 2013.

SBFCA's goals for the Project are: (1) to obtain 100-year flood protection as defined by FEMA from the southern Project limit to Star Bend levee reaches; and (2) from Star Bend to Thermalito levee reaches, to obtain both a 100-year level of flood protection as defined by FEMA, and a 200-year level of flood protection as defined by the California Department of Water Resources ("DWR"). The levees from Star Bend to Thermalito provide flood protection to the urban communities within the Sutter Basin including Yuba City, Live Oak, Biggs and Gridley.

**Finding 2: The Proposed Project Is Planned Or Located In The Manner That Will Be Most Compatible With The Greatest Public Good And The Least Private Injury.**

In order to meet SBFCA's goals for the Project, the Project must comply with the Urban Levee Design Criteria ("ULDC"), released by DWR in May 2012 pursuant to Senate Bill No. 5. SB 5 calls for 200-year flood protection to be the minimum level of protection for urban and urbanizing areas in the Sacramento-San Joaquin Valley. SB 5 will ultimately limit the conditions for approval of development by local governments if adequate progress towards achieving 200-year protection is not met. That is, the land use agency will have to make a finding that an area protected by levees has made adequate progress towards 200-year protection before it can approve development plans or permits. SB 5 requires that the 200-year level of flood protection be consistent with criteria established by DWR. Thus, DWR developed the ULDC pursuant to SB 5 to set forth the minimum criteria that must be met for an area to meet a 200-year level of flood protection.

Staff recommends that SBFCA acquire the levee and the O&M corridors in fee, rather than easement, because fee title will give SBFCA, and any agencies that ultimately own and/or maintain the levee, the rights needed to prevent damage to the levee and interference with maintenance that could occur if SBFCA does not acquire fee. For example, holding fee title rather than easement will give SBFCA the rights it needs to prevent the following types of activities that are harmful to levees:

- Cattle grazing by property owners;
- Farming activities by property owners that damage the levee and the maintenance corridors;
- Unauthorized pedestrian, motorcycle, and motor vehicle traffic over the levee, creating erosion sites that threaten the integrity of the levee and necessitate emergency repairs;
- Installation of gates into fences abutting the levee, and cutting steps into the levee;
- Piling of garbage, tree trimmings and other debris near the levee that interfere with maintenance activities and create rodent habitats that lead to rodent damage which can threaten the integrity of the levee, and increase maintenance costs;

- Construction of unpermitted encroachments.

Acquiring fee title to the levee and the maintenance corridors is necessary to give SBFCA the control over the levee and the O&M corridors it needs in order to maintain levee stability and decrease maintenance costs. It also eliminates any potential dispute as to the rights of the public entity that is charged with operating and maintaining the levees. Fee ownership gives SBFCA exclusive property rights necessary to assure public safety.

**Finding 3: The Property Interests Are Necessary For The Proposed Project.**

The larger parcel consists of approximately 23.17± acres. The property is improved with several structures including a mobile home and a shed, as well as a block of Tehama walnut trees. The improvements impacted by the proposed acquisition are the mobile home and shed. The mobile home is approximately 12 feet from the levee toe and the shed is located 6 feet from the levee toe. Those two improvements will be acquired by SBFCA. The total proposed fee acquisition is 809± square feet.

As discussed above, the acquisition of property rights to the levee and the O&M corridors from this property are necessary for the Project in order to:

- Eliminate encroachments and provide adequate room for levee construction, maintenance, levee repairs, inspection, patrolling during high water, and flood fighting;
- Prohibit excavations and land modifications that would endanger the integrity of the levee; and
- Ensure that the Project levee meets a 200-year standard of flood protection, as defined by DWR.

**Finding 4: The Offer Required By Government Code Section 7267.2 Has Been Made.**

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 Butte 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.

**Budget Implications**

The approved appraised value of the proposed acquisitions is within the SBFCA Board approved five-year budget for Project right of way acquisition costs. The funding to acquire these property interests is in the SBFCA cash flow and is available to be deposited to the State Treasurer's Condemnation Fund. Additionally, DWR will fund a majority of the Project right of way acquisition costs.

**Documents Incorporated Into This Report**

Attachment A – Draft Resolution of Necessity for APN 025-150-029.

The Final Feather River West Levee Project Environmental Impact Report is available on SBFCA's website at [http://www.sutterbutteflood.org/downloads/Documents-Environmental/FRWLP\\_Final-EIR\\_Apr2013\\_Pt1.pdf](http://www.sutterbutteflood.org/downloads/Documents-Environmental/FRWLP_Final-EIR_Apr2013_Pt1.pdf).

The Feather River West Levee Project Pre-Design Formulation Report dated August 2011 is available for review.

The Urban Levee Design Criteria released in May 2012 is available on the website of the California Department of Water Resources at [http://www.water.ca.gov/floodsafe/leveedesign/ULDC\\_May2012.pdf](http://www.water.ca.gov/floodsafe/leveedesign/ULDC_May2012.pdf).

The Sutter Butte Flood Control Agency Project Plans for Construction of Feather River West Levee Project are available for review.

Copies of the First Written Offer package sent to the property owners of the property at issue are available for review.

Notice of Resolution of Necessity Hearing dated June 23, 2017, is available for review.

Correspondence with the property owners regarding the proposed acquisitions is available for review.

**RESOLUTION NO. 2017-06**

**A RESOLUTION OF THE SUTTER BUTTE FLOOD CONTROL AGENCY  
DECLARING THE PUBLIC NECESSITY FOR THE TAKING OF CERTAIN PROPERTY  
FOR REPAIR, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF THE  
FEATHER RIVER WEST LEVEE PROJECT (CODE CIV. PROC. § 1245.230)**

**Property Owner: 025-150-029 (Greg and Marci Banes)**

**WHEREAS**, Sutter Butte Flood Control Agency (“SBFCA”) intends to repair, construct, install, and maintain the Feather River West Levee Project (the “Project”). The Project will consist of rehabilitating approximately 41 miles of levee along the west bank of the Feather River, extending from Thermalito Afterbay to three miles upstream of the confluence of the Feather River with the Sutter Bypass; and

**WHEREAS**, SBFCA has determined that it needs to acquire certain property interests from the parcel currently bearing Assessor’s Parcel No. 025-150-029 (“Property”) in order to complete the Project. The property interests that SBFCA needs to acquire for the Project are more specifically described in Exhibit A and depicted in Exhibit B attached hereto; and

**WHEREAS**, on June 23, 2017, SBFCA advised the owner of the Property of the need for the Project and offered the owner an opportunity for a hearing before the SBFCA Board pursuant to Section 1245.235 of the California Code of Civil Procedure; and

**WHEREAS**, SBFCA is authorized to acquire property for the Project pursuant to, among other statutes, Government Code Section 25350.5, Government Code Section 40404 and Water Code Section 70150; and

**WHEREAS**, the Board of Directors of SBFCA adopts this resolution in compliance with Section 1245.230 of the Code of Civil Procedure.

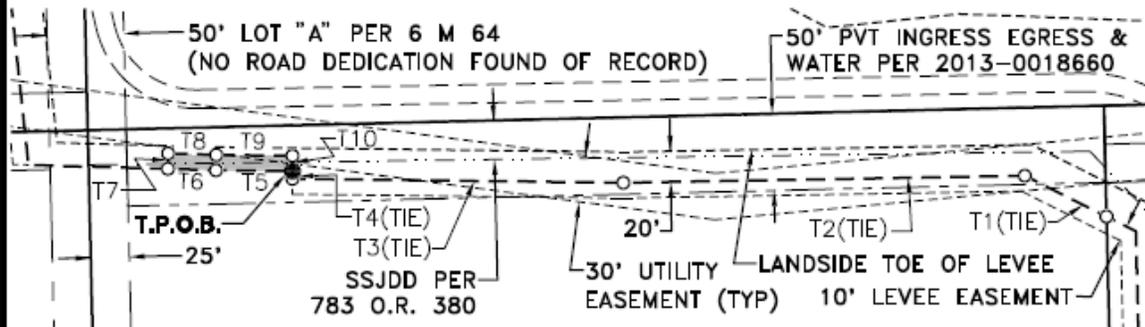
**NOW, THEREFORE, BE IT RESOLVED THAT:**

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

1. The public interest and necessity require the Project.
2. The Project proposed is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The property interests described in Exhibit A and depicted in Exhibit B attached hereto are necessary for the proposed Project.
4. The offer of just compensation required by Government Code Section 7267.2 has been made to the owners of record of the Property.

PLAT TO ACCOMPANY  
DESCRIPTION  
DECEMBER 17, 2015  
PAGE 2 OF 2

SUTTER-BUTTE FLOOD CONTROL AGENCY  
PROPOSED ACQUISITION FOR  
FEATHER RIVER WEST LEVEE PROJECT  
BANES - APN 025-150-029 & 030  
COUNTY OF BUTTE STATE OF CALIFORNIA



LINE TABLE

	BEARING	DISTANCE
T1	N63°23'37"W	59.32'
T2	S88°59'59"W	260.80'
T3	N89°19'31"W	214.85'
T4	N00°20'05"E	5.00'
T5	N89°19'31"W	49.67'
T6	N88°22'40"W	31.26'
T7	N00°56'03"E	10.00'
T8	S88°22'40"E	31.30'
T9	S89°19'31"E	49.50'
T10	S00°09'52"W	10.00'



SCALE: 1"=100'

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5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property interests described in Exhibit A and depicted in Exhibit B attached hereto have been complied with by SBFCA.

6. SBFCA possesses the statutory authority to acquire the Property by eminent domain.

The Board of Directors hereby authorizes and empowers legal counsel retained or employed by SBFCA to take the following actions:

1. To acquire in the name of SBFCA, by condemnation, the property interests described in Exhibit A and depicted in Exhibit B attached hereto in accordance with the provisions of the Constitution of California and the Eminent Domain Law of California;

2. To prosecute in the name of SBFCA such proceedings in the proper court as necessary for such acquisition; and

3. To deposit the probable amount of compensation, based on an appraisal, and to apply to the court for an order permitting SBFCA to take possession of the property for public uses and purposes.

PASSED AND ADOPTED by the Board of Directors of the Sutter Butte Flood Control Agency this 12th day of July 2017 by a two-thirds (2/3) or greater vote as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

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CHAIRPERSON

ATTEST:

---

---

, Secretary

APPROVED AS TO FORM

GENERAL COUNSEL

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

## **EXHIBIT A**

### **LEVEE FEE WITH RESERVATION**

SUTTER BUTTE FLOOD CONTROL AGENCY (“Agency”), a public joint powers authority, hereby acquires all that real property, or interest therein together with all improvements and fixtures thereon, in the County of Butte, State of California, described in Exhibit A, attached hereto and made a part hereof (“Property”), subject to the reservations set forth below.

#### **Reservation of Water Rights**

1. To the extent that the Property being acquired and the parcel from which the Property is severed abut a natural water course and enjoy water rights, the Agency leaves unto the remaining lands of Owner which are contiguous to the Property, the water rights, riparian and otherwise, from the Property.

## EXHIBIT A TO LEVEE FEE WITH RESERVATION

Being a portion of the Lands of Banes, described as Parcel I-A in the Grant Deed recorded as Document #2014-0012744, Official Records, Butte County Recorder, said Lands of Banes also being Lot 20, as shown on the Map entitled "Hatch and Rock Orchard Tract, Subdivision No. 2", filed in Book 6 of Maps, at Page 64, said County Records, also being a portion of projected Section 16, Township 18 North, Range 3 East, M.D.B. & M., in Fernandez Rancho, located in the unincorporated area, County of Butte, State of California, lying within the parcel more particularly described as follows:

COMMENCING at a point on the east line of said Lands of Banes, also being the common line between said Lot 20 and Lot 21, as shown on said Map entitled "Hatch and Rock Orchard Tract, Subdivision No. 2", said POINT OF COMMENCEMENT being South 17° 54' 06" East, a distance of 3024.37 feet from a found 1½-inch iron pipe with brass cap, designated "ORO-B-96-6", said pipe is shown on the DWR Right-of-Way map, Dwg No. 04-70, also being South 26° 40' 07" East, a distance of 4038.41 feet from a found 1½-inch iron pipe with brass cap, designated "ORO-B-78-2", said pipe is shown on the DWR Right-of-Way Map, Dwg No. 04-68, said POINT OF COMMENCEMENT also being 20.00 feet westerly of the existing landside toe of levee; thence leaving said POINT OF COMMENCEMENT, along said east line, North 01° 23' 35" West, a distance of 1164.01 feet to a point being 20.00 feet westerly of said toe of levee; thence entering into said Lands of Banes, along a line being 20.00 feet westerly of and parallel with said toe of levee, the following three (3) courses and distances:

1. North 63° 23' 37" West, a distance of 59.32 feet;
2. South 88° 59' 59" West, a distance of 260.80 feet;
3. North 89° 19' 31" West, a distance of 214.85 feet;

Thence continuing within said Lands of Banes, North 00° 20' 05" East, a distance of 5.00 feet to a point being 15.00 feet westerly of said toe of levee and the TRUE POINT OF BEGINNING; thence leaving said TRUE POINT OF BEGINNING and continuing within said Lands of Banes, along a line being 15.00 feet westerly of and parallel with said toe of levee, the following two (2) courses and distances:

1. North 89° 19' 31" West, a distance of 49.67 feet;
2. North 88° 22' 40" West, a distance of 31.26 feet;

Thence continuing within said Lands of Banes, North 00° 56' 03" East, a distance of 10.00 feet to a point being 5.00 feet westerly of said toe of levee; thence continuing within said Lands of Banes, along a line being 5.00 feet westerly of and parallel with said toe of levee, the following two (2) courses and distances:

1. South 88° 22' 40" East, a distance of 31.30 feet;
2. South 89° 19' 31" East, a distance of 49.50 feet;

Thence continuing within said Lands of Banes, South 00° 09' 52" West, a distance of 10.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing 809 square feet, more or less.

Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, CCS83, Epoch Date 2007, as measured between NGS Stations "LOMO" (N: 2206777.265 E: 6663164.949) and "CREST RM2" (N: 2293149.470 E: 6681087.967). Said Bearing is taken to bear North 11° 43' 23" East.

Distances herein described are Grid distance values. Multiply Grid distances by 1.000076711 to obtain ground distance values.

December 17, 2015

The above legal description is based upon record information only.

END OF DESCRIPTION



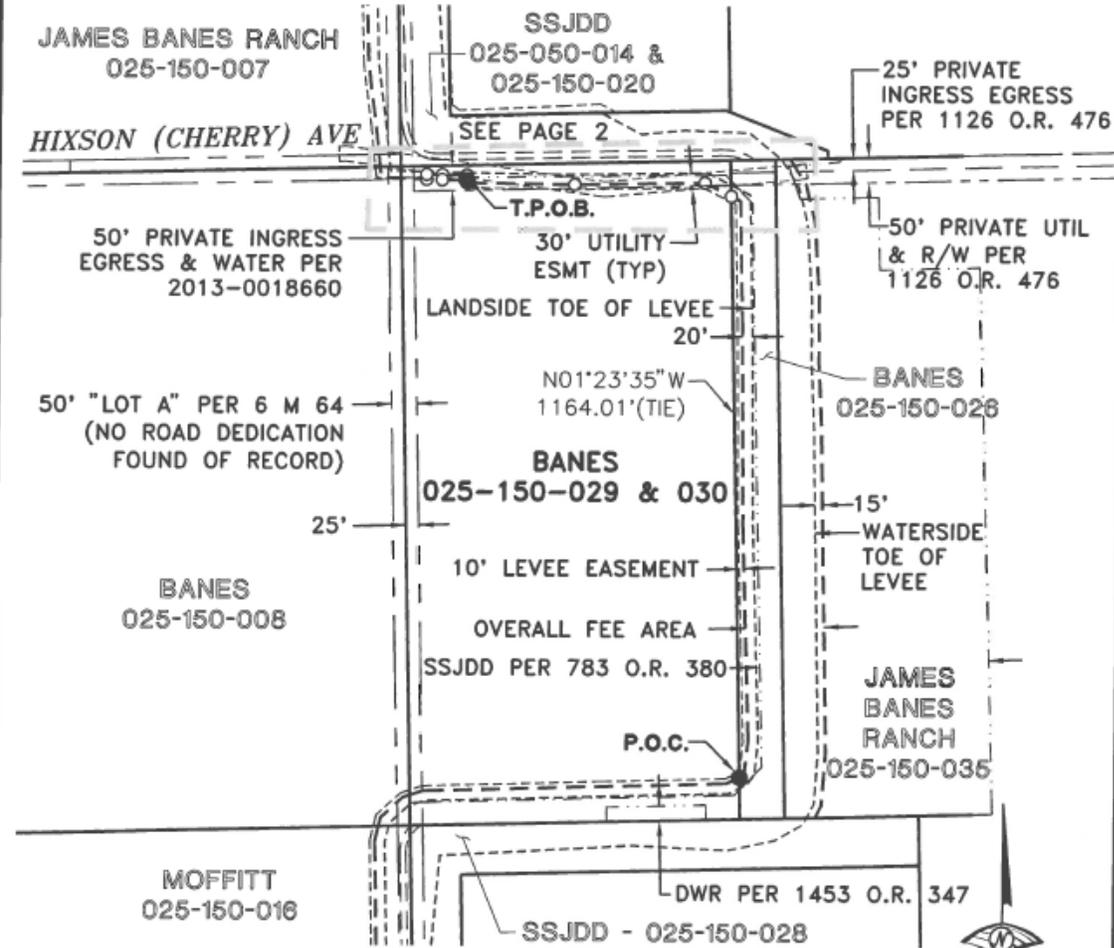
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**EXHIBIT B**

**DEPICTION OF FEE**

PLAT TO ACCOMPANY  
DESCRIPTION  
DECEMBER 17, 2015  
PAGE 1 OF 2

SUTTER-BUTTE FLOOD CONTROL AGENCY  
PROPOSED ACQUISITION FOR  
FEATHER RIVER WEST LEVEE PROJECT  
BANES - APN 025-150-029 & 030  
COUNTY OF BUTTE STATE OF CALIFORNIA



**LEGEND**

 FEE AREA = 809± SQ.FT.

SCALE: 1"=300'



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# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Mike Inamine, Executive Director  
Seth Wurzel, Budget Manager

**SUBJECT:** Receive and File Monthly Financial Reports (May 2017)

---

## **Recommendation**

Staff recommends that the Board receive and file the May 2017 Financial Report 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.

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 report prepared in coordination with Yuba City finance staff. The current month's financial report reflects the financial information as of May 2017. The information presented is compared to the Final Amended Final Budget for FY 2016/17.

## **Fiscal Impact**

This is an informational item only with no fiscal impact to the Agency.

## **Attachments**

Yuba City Finance Department Memorandum, July 12, 2017 re: Monthly Financial Report: May 2017



Yuba City  
Finance Department  
*Memorandum*

**Date:** July 12, 2017

**To:** Board Members, Sutter Butte Flood Control Agency  
Mike Inamine, Executive Director

**From:** Robin Bertagna, CPA *Stu for RB*  
Agency Treasurer / Yuba City Finance Director

**Subject:** Monthly Financial Report: May 2017

Attached is the Monthly Financial Report for the Sutter Butte Flood Control Agency for the month of May covering fiscal year 2016-2017. This Monthly Financial Report includes the following information prepared by SBFCA:

- Total working capital reconciliation: A reconciliation of total working capital for fiscal year 2016-2017 through May 2017 as compared to the amended SBFCA Budget is shown. The statements show the cumulative expenditures incurred through May 31<sup>st</sup> for 2016-2017 as compared to their final amended budgeted expenditures, respectively. The statement also shows an estimated amount of invoiced expenditures and revenues received to date for fiscal year 2016-2017. The total preliminary working capital for the Agency as of May 31<sup>st</sup>, 2017 is estimated to be \$13,294,845 (**Exhibit A**).

As of the date of this report, the estimated difference between invoiced expenditures and paid expenditures is approximately \$4,845,879.

For fiscal year 2016-17 through May 31<sup>st</sup>, the total amount of revenue received through grants and assessment collection included in the working capital from the State of California totals \$37,864,441. This represents combined Proposition 1E revenue for the EIP, LC FSRP, Regional Planning, and Emergency Response projects and Proposition 13 revenue for the Feasibility Study.

SBFCA has drawn the balance of its 2013 Assessment Revenue Bond proceeds. The balance of the Project Fund as of May 31<sup>st</sup>, 2017 is \$0. The balance of the 2015 Assessment Revenue Bond proceeds remaining with the Trustee is \$4,308.71 as of May 31<sup>th</sup>, 2017.

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 \$10,401,346.

**SBFCA Monthly Financial Report: May 2017**  
**July 12, 2017**

- Summary statement of cumulative activities for fiscal year 2016-17 through May 2017: 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 May 2017, as compared to the Final Amended SBFCA Budget for fiscal year 2016-17. This statement has been reconciled by SBFCA staff to the City of Yuba City's financial system (**Exhibit B**).

Check registers reflecting all checks issued on behalf of the Agency for May 2017 for fiscal year 2016-17 are also included.

This correspondence is informational only. Please review and file.

Thank you.

# Exhibit A

## SBFCA BUDGET TOTAL WORKING CAPITAL RECONCILIATION

	FY 2016/17		
<u>Line Item Description</u>	<u>Amended 2016-17 Budget [1]</u>	<u>Month Ending May-17</u>	<u>Rec'd/Invoiced to Date</u>
<b>Working Capital Beginning of Period</b>			
Operational Fund 730	3,282,035	3,282,035	3,282,035
Capital Fund 731 - USACE Study	(508,062)	(508,062)	(508,062)
Capital Fund 731 - EIP	10,783,615	10,783,615	10,783,615
Capital Fund 731 - Stakeholder	5,430	5,430	5,430
Capital Fund 731 - Star Bend	-	-	-
Capital Fund 731 - RFMP	(318,677)	(318,677)	(318,677)
Capital Fund 731 - OWA	(562,954)	(562,954)	(562,954)
Capital Fund 731 - ER Planning	(8,646)	(8,646)	(8,646)
Capital Fund 731 - Gridley Bridge	(227,282)	(227,282)	(227,282)
Capital Fund 731 - FSRP	(1,003,848)	(1,003,848)	(1,003,848)
Capital Fund 731- ULOP	-	-	-
Capital Fund 731 - Flood & Emergency	-	-	-
<b>Total Beginning of Period</b>	<b>11,441,611</b>	<b>11,441,611</b>	<b>11,441,611</b>
<b>Transfers</b>			
Operational Fund 730	-	-	-
Capital Fund 731			
<i>Capital Fund 731 - USACE Study</i>	-	-	-
<i>Capital Fund 731 - EIP</i>	-	-	-
<i>Capital Fund 731 - Stakeholder</i>	-	-	-
<i>Capital Fund 731 - RFMP</i>	-	-	-
<i>Capital Fund 731 - OWA</i>	-	-	-
<i>Capital Fund 731 - ER Planning</i>	-	-	-
<i>Capital Fund 731 - Gridley Bridge</i>	-	-	-
<i>Capital Fund 731- FSRP</i>	-	-	-
<i>Capital Fund 731- ULOP</i>	-	-	-
<i>Capital Fund 731 - Flood &amp; Emergency</i>	-	-	-
Subtotal Capital Fund	-	-	-
<b>Net Transfers</b>	-	-	-
<b>Revenues</b>			
Operational Fund 730	750,000	750,000	750,000
Capital Fund 731			
<i>Capital Fund 731 - USACE Study</i>	-	-	-
<i>Capital Fund 731 - EIP (Local)</i>	5,750,000	3,485,664	5,782,487
<i>Capital Fund 731 - EIP (State)</i>	42,464,489	28,982,810	29,189,163
<i>Capital Fund 731 - Stakeholder</i>	-	-	-
<i>Capital Fund 731 - RFMP</i>	281,759	-	-
<i>Capital Fund 731 - OWA</i>	1,214,089	402,444	755,757
<i>Capital Fund 731 - ER Planning</i>	(61,252)	(61,252)	(61,252)
<i>Capital Fund 731 - Gridley Bridge</i>	158,169	116,399	158,169
<i>Capital Fund 731- FSRP</i>	4,188,375	4,188,375	4,188,375
<i>Capital Fund 731- ULOP</i>	-	-	-
<i>Capital Fund 731 - Flood &amp; Emergency</i>	-	-	-
Subtotal Capital Fund	53,995,630	37,114,441	40,012,699
<b>Total Revenues Operating &amp; Capital</b>	<b>54,745,630</b>	<b>37,864,441</b>	<b>40,762,699</b>

# Exhibit A

## SBFCA BUDGET TOTAL WORKING CAPITAL RECONCILIATION

	FY 2016/17		
<u>Line Item Description</u>	<u>Amended 2016-17 Budget [1]</u>	<u>Month Ending May-17</u>	<u>Rec'd/Invoiced to Date</u>
<b>Expenses</b>			
Operational Fund 730	601,750	401,620	369,611
Capital Fund 731			
<i>Capital Fund 731 - USACE Study</i>	13,556	90,480	90,480
<i>Capital Fund 731 - EIP</i>	42,844,336	30,901,315	31,949,853
<i>Capital Fund 731 - Stakeholder</i>	25,000	1,890	1,890
<i>Capital Fund 731 - RFMP</i>	194,445	137,480	160,903
<i>Capital Fund 731 - OWA</i>	653,535	398,777	631,066
<i>Capital Fund 731 - ER Planning</i>	94	94	94
<i>Capital Fund 731 - Gridley Bridge</i>	3,987	3,987	3,987
<i>Capital Fund 731- FSRP</i>	3,676,863	757,441	943,818
<i>Capital Fund 731- ULOP</i>	66,000	6,133	13,689
<i>Capital Fund 731 - Flood &amp; Emergency</i>	5,500,000	157,813	3,537,517
Subtotal Capital Fund	52,977,815	32,455,409	37,333,297
<b>Total Expenses Operating &amp; Capital</b>	<b>53,579,565</b>	<b>32,857,029</b>	<b>37,702,908</b>
<b>Financing Activities [2]</b>			
Gross Proceeds from New Debt <i>[Trustee]</i>	-	(6,408,226)	(6,408,226)
Proceeds from of New Debt <i>[SBFCA]</i>	-	6,408,226	6,408,226
Short/Long Term Debt Repayment	-	-	-
Costs of Financing	-	-	-
Debt Service on Outstanding Debt	(3,154,178)	(3,154,178)	(4,100,056)
<b>Net Financing Activities</b>	<b>(3,154,178)</b>	<b>(3,154,178)</b>	<b>(4,100,056)</b>
<b>Working Capital End of Period</b>			
Operational Fund 730	3,430,285	3,630,415	3,662,424
Capital Fund 731 - USACE Study	(521,618)	(598,542)	(598,542)
Capital Fund 731 - EIP	12,999,590	9,196,595	9,705,355
Capital Fund 731 - Stakeholder	(19,570)	3,540	3,540
Capital Fund 731 - RFMP	(231,363)	(456,157)	(479,580)
Capital Fund 731 - OWA	(2,399)	(559,287)	(438,263)
Capital Fund 731 - ER Planning	(69,991)	(69,991)	(69,991)
Capital Fund 731 - Gridley Bridge	(73,099)	(114,869)	(73,099)
Capital Fund 731 - FSRP	(492,337)	2,427,085	2,240,709
Capital Fund 731- ULOP	(66,000)	(6,133)	(13,689)
Capital Fund 731 - Flood & Emergency	(5,500,000)	(157,813)	(3,537,517)
<b>Total End of Period</b>	<b>9,453,497</b>	<b>13,294,845</b>	<b>10,401,346</b>
<b>Working Capital Net of Trustee Funds</b>		<b>\$11,334,122</b>	<b>\$8,440,624</b>

[1] Reflects Approved Budget presented to the Board at it's May 10, 2017 meeting.

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



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Mike Inamine - Executive Director  
Michael Bessette - Director of Engineering

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

---

## **Recommendation**

Receive and file the July 2017 Program/Project update report.

## **Background**

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

### *Engineering Design*

The design team has been aggressively advancing the design to replace the existing slurry wall in Reaches 14-16. Meetings with the Corps of Engineers and the Independent Panel of Experts (IPE) have been held to advance this effort. Soil exploration to gather additional technical data will be initiated on July 10 and will take several days to complete. This data will be used to verify the depth of wall needed to repair the existing deficient slurry wall. The team will deliver 95% designs on July 7 for review by SBFCA, USACE, DWR, and the IPE. The final designs will be complete by end of July 28<sup>th</sup>, 2017 with heavy construction anticipated to begin July 31<sup>st</sup>. The construction project will be scheduled to be completed by December 1, 2017. A series of meetings will also be held with the construction company (Nordic/Great Lakes Joint Venture) who will perform the work to strategize on ways to advance all aspects of construction. Advance notice to impacted tribe(s) has also initiated. A public outreach meeting is scheduled for 6:30 on July 12, 2017 at Veteran's Memorial Hall (Tucker Room), 1425 Veterans Memorial Circle in Yuba City.

The design team continues to provide services during construction on the Completion Projects (Gaps). The team submitted a variance request to the CVFPB for the Sutter County shed demolition project. The variance would allow the foundation of the retaining wall to remain due to the presence of cultural material encountered in May. In order to minimize further excavation into the existing levee for the removal of the existing retaining wall, a revised design was completed and is now under review by the regulatory agencies and IPE.

The design team continues to support right-of-way acquisition efforts, provide appraisal exhibits, plats and legal descriptions, real estate plan geodetics information, and coordinating with landowners on utility crossings and relocations. The survey team has been installing survey monuments in Project Area D (Butte County) to physically identify the property acquisition areas which will assist the levee maintenance agency on property rights and boundaries.

### *Construction Management (Project Areas B, C & D, and Completion Projects)*

The work on the Completion Projects continues to progress efficiently in multiple project locations simultaneously. Construction of the Completion Projects will continue through July and be completed in August. Currently, work includes development of the relief wells at the UPRR crossing on Live Oak Boulevard and at Reach 7 and UPRR relief wells now that those wells have been installed. Construction of the seepage berm at the Yuba City Raw Water site and the new levee access ramp at the UPRR site will begin the first week in July.

Over the past month, the CM and engineering design teams have held weekly construction coordination meetings with the contractor to coordinate and manage the ongoing Completion Projects. The CM team

continued construction management and administrative duties related to schedule evaluation, pay estimates, requests for pricing, and reviewed and negotiated costs submitted for changed work. The CM team just completed the Project Area B and D Construction Documentation Reports with support from the design team and is coordinating the regulatory agencies currently reviewing the document. The CM team is also holding weekly coordination meetings with affected tribes.

#### *Environmental Documentation/Permitting*

Biological and cultural monitoring continues in all active project areas. Monitoring will continue in active sites for the Completion Projects and at Laurel Avenue. Permitting for the Oroville Wildlife Area Project is ongoing. Staff and the consultant team continue to coordinate with DWR and CDFW to finalize the mitigation for GGS impacts. Staff continues to implement settlement agreement implementation with UAIC, including recently completed emergency work, the work within the Completion Projects, and upcoming new work at Reaches 14-16. Staff continues to coordinate with the Sutter Buttes Regional Land Trust (SBRLT) regarding the Starr Bend setback area mitigation site and associated conservation easement, and will continue to coordinate with SBRLT until the easement is in place. The high water events in February have caused damage to both Starr Bend and Mathews Mitigation sites. The evaluation of the damage and preparation of repair alternatives are ongoing. SBFCA staff is including the restoration of both sites in requests to CalOES/FEMA as part of the funding authorized under the President's declaration DR-4308. Staff met with FEMA representatives on June 8 and on June 27 to advance the reimbursement requests.

#### *Right of Way*

Right-of-way acquisition for the Completion Projects work is ongoing with only two parcels outstanding, however these ongoing negotiations are not holding up construction. The right-of-way team is working closely with DWR to complete the real estate plans for Project Areas B and D. The plan for Project Area C was completed in November, which now allows SBFCA to be reimbursed by the state for acquisition costs in that project area (see funding coordination below). Areas B and D real estate plans are now scheduled for approval in July due to delays at DWR caused by the Oroville Dam incident and emergency operations demands. The right-of-way team will begin work on the federal project area (between Starr Bend and Laurel Avenue) once the task order for that work is approved by the board in July.

#### *State & Local Funding and Coordination*

As previously reported, the last funding agreement amendment with DWR was approved by the California Department of General Services on December 28, 2016. With the approval of this amendment, funding for work completed in the northern reaches of Project Area D is being provided. SBFCA expects that there will be at least one additional amendment to the construction agreement in the future that will transfer the remaining funding, \$2.53 million, from SBFCA's Design Funding Agreement once that agreement is fully closed out. Staff is coordinating with DWR on this amendment as well as other options for increasing the funding provided under the UFRR Agreement for work in Reaches 14-16.

SBFCA has been working with DWR to process several payment and reimbursement requests for various items of work completed through March 31, 2017. These payment requests and their status are summarized in the following table.

Payment Item	Amount	Status
Pmt #12 –Area D Reimbursement per CFA #4	\$12,082,554.74	Review finalized, awaiting payment confirmation letter.
Pmt #13 – Partial Retention Release for Area C Work	\$4,448,650.00	Review finalized, awaiting payment confirmation letter.
Area C ROW Payments (various)	\$339,854.75	FAP Approved, waiting for payments
Design Funding Agreement Retention Release	\$1,594,666.51	Payment approved 6/27/17, awaiting wire transfer
Pmt #14 - True-Up for work through 3/31/17	\$3,598,721.84	Pending DWR FPO Review
Pmt #15 - Advance for work through 6/30/17	\$5,055,247.00	Pending DWR FPO Review
<b>Total Recent / Pending Payments</b>	<b>\$ 27,119,694.33</b>	

The following table summarizes SBFCA’s EIP/UFRR grant funding committed, in process and received to date.

**FRWLP DWR EIP/UFRR Funding**

**Agreement**

	<u>Design</u>	<u>Construction</u>	<u>Total</u>
Agreement No.	#4600009480	#4600010296	
Capital Outlay Amount	\$9,000,000	\$56,780,000	\$65,780,000
Amendment 1	\$0 [1]	\$0 [2]	\$0
Amendment 2	\$14,869,280 [3]	\$57,803,791 [4]	\$72,673,071
Amendment 3		\$43,861,587	\$43,861,587
Amendment 4		\$40,828,931	\$40,828,931
Amendment X	-\$2,529,451 [5]	\$2,529,451 [5]	\$0
<b>TOTAL FUNDING</b>	<b>\$21,339,829</b>	<b>\$201,803,760</b>	<b>\$223,143,589</b>
Receipts			
PMT 1	\$2,328,141	\$14,103,457	\$16,431,597
PMT 2	\$1,160,580	\$18,447,722	\$19,608,302
PMT 3	\$4,842,366	\$19,469,632	\$24,311,998
PMT 4	\$8,704,665	\$15,358,844	\$24,063,509
PMT 5	\$2,709,411	\$13,846,991	\$16,556,402
PMT 6	\$0	\$14,479,664	\$14,479,664
PMT 7	\$0	\$13,168,126	\$13,168,126
PMT 8	\$0	\$26,429,866	\$26,429,866
PMT 9	\$0	\$181,266	\$181,266
PMT 10	\$0	\$2,928,803	\$2,928,803
PMT 11	\$0	\$7,898,917	\$7,898,917
RET. & FINAL PMT	\$1,594,667 [6]	\$0	\$1,594,667
Balance of Pending	\$0	\$25,525,028 [6]	\$25,525,028
<b>TOTAL PAYMENTS</b>	<b>\$21,339,829</b>	<b>\$171,838,316</b>	<b>\$193,178,145</b>
<b>GRANT BALANCE</b>	<b>\$0</b>	<b>\$29,965,444</b>	<b>\$29,965,444</b>

[1] Amendment 1 to the Design Agreement amended the term of the agreement.

[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.
- [6] Pending Payments per above listing.

*Note: All payments reflected after PMT No. 11 have not yet been received.*

#### *Laurel Avenue Repair Project (DWR Flood System Repair Program Grant)*

Construction submittals are continuously being provided by the Contractor and are currently being reviewed by the design team and appropriate review agencies. The contractor has started levee degrade operations. Cutoff wall construction is anticipated to start around the middle of July. Construction coordination meetings between the Agency, construction manager, engineers, DWR, USACE, and the contractor are being held on a weekly basis now that construction has initiated. Several culturally sensitive sites have been discovered during levee degrade operations and the team is working with the affected tribe to resolve construction impacts.

#### *Flood Damage at Unimproved Levees (Lower Feather River west levee and Sutter Bypass east levee) and USACE Slurry Wall (Reaches 14-16)*

SBFCA and LD 1 have submitted PL 84-99 rehabilitation requests to the USACE the first week in May for several levee reaches (Reaches 14-16 USACE slurry wall rehabilitation, erosion at Boyd's Landing, erosion near Barry Road, and erosion at Abbott Lake). SBFCA also supported a PL 84-99 request from DWR to repair reaches of the Sutter Bypass east levee. We expect to hear which projects will be rehabilitated under the PL 84-99 program by August 11th. The area of flood damage that presents the highest risk is Reaches 14 through 16, and in particular, the reach between Gilsizer slough and Teegarden Way. As noted in the above section "Engineering Design", the design team is actively working on the plans to improve these reaches of levee this year prior to the next flood season. In addition to requesting assistance under the PL 84-99 program SBFCA staff also submitted a request for funding from FEMA under the FEMA Public Assistance Program administered by CalOES in coordination with Sutter County OES. SBFCA would be a sub-grantee to CalOES. The submission of the request for funding is the start of the process. Next steps already underway are for SBFCA to meet with CalOES and FEMA to finalize the list of projects for FEMA's approval, submit technical and financial information, and to conduct site visits.

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

The project team continues to work on the design, environmental documentation, and permitting efforts. The final bid documents for the flood control related improvements are now complete. Design efforts for the restoration improvements have kicked off and the surveying and geotechnical work is in progress; however, delays have been encountered since February due to the high water and the Oroville dam spillway incident. DWR and CDFW are hoping to restore access to the site by mid-July. A Biological Opinion has been received from USFWS, SHPO Section 106 concurrence has been received, an incidental take Consistency Determination was issued by CDFW on June 13<sup>th</sup>, and a lease from the State Lands Commission was approved at their June 22<sup>nd</sup> meeting. Work continues on obtaining the USACE Section 404, Section 408, and FERC approvals. Development of the National Marine Fisheries Service Biological Opinion, Streambed Alteration Agreement, and 401 RWQCB certification are also in progress. In regards to funding, SBFCA continues to coordinate with CDFW on developing the Prop 1 grant agreement, which will fund the construction of some of the restoration-related work. In addition, SBFCA staff continues to coordinate with both American Rivers and River Partners to implement the recent grants, which they received from the Wildlife Conservation Board and CDFW. The team also continues to research additional opportunities to fund the construction of the remaining restoration related work. The team is currently working on completing a grant application which will be submitted to CDFW in July under its Watershed Restoration Grant Program.

#### *Central Valley Flood Protection Plan*

DWR halted funding for the Feather River Regional Flood Management Plan on July 1, 2017.

#### **Fiscal Impact**

This is an informational item only with no fiscal impact to SBFCA.

# Exhibit B

SUTTER BUTTE FLOOD CONTROL AGENCY  
 COMBINED SUMMARY STATEMENT OF ACTIVITIES  
 AS OF MONTH ENDING MAY 2017 OF FY 16/17  
 6/21/2017

% of Year Complete  
 92%

SBFCA FUNDS - ACTIVITIES TO DATE								SBFCA FUNDS - FY 16/17 BUDGET								SBFCA FUNDS - VARIANCE FROM BUDGET												
OPERATIONS (730)				CAPITAL FUND (731)				TOTALS c=a+b	OPERATIONS (730)				CAPITAL FUND (731)				TOTALS f=d+e	OPERATIONS (730)				CAPITAL FUND (731)				TOTALS i=f-c	% OF BUDGET EXPENDED j=c/f	
ADMIN a	USACE STUDY	EIP	STAKE- HOLDER, OWA, GB, FSRP	REGIONAL PLANNING, ULOP	ER PLANNING	Sub-Total - Capital Fund b	ADMIN d		USACE STUDY	EIP	STAKE- HOLDER, OWA, GB, FSRP	REGIONAL PLANNING, ULOP, FLOOD, EMERG	ER PLANNING	Sub-Total - Capital Fund e	ADMIN g=d-a	USACE STUDY		EIP	STAKE- HOLDER, OWA, GB, FSRP	REGIONAL PLANNING	ER PLANNING	Sub-Total - Capital Fund h=e-b	TOTALS i=f-c	% OF BUDGET EXPENDED j=c/f				
<b>REVENUES:</b>																												
43195-Federal Intergov't Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%				
43495-Proposition 13 Funds - \$1.4 M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%				
43495-Proposition 13 Funds - \$650 K	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%				
43531-EIP Grant Funds - (State Share)	-	-	28,982,810	-	-	(61,252)	28,921,558	28,921,558	-	-	-	42,464,489	-	281,759	-	-	-	-	-	-	13,481,679	-	281,759	68%				
43535-State Revenues - Flood Emergency Response Grant	-	-	-	-	-	-	-	-	-	-	-	(61,252)	-	-	-	-	-	-	-	-	(61,252)	-	-	0%				
43536-State Revenues - Prop 13 Grant	-	-	-	518,843	-	-	518,843	518,843	-	-	-	-	1,214,089	-	-	-	-	-	-	-	695,246	-	-	43%				
43717-Local Intergov't Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%				
45520-Assessment District Revenues	750,000	-	3,485,706	-	-	-	3,485,706	4,235,706	750,000	-	-	5,750,000	-	-	-	-	-	-	-	-	-	2,264,294	-	2,264,294	65%			
43537-State Revenues - LC FSRP Grant	-	-	-	4,188,375	-	-	4,188,375	4,188,375	-	-	-	-	4,346,544	-	-	-	-	-	-	-	-	-	158,169	-	158,169	0%		
<b>Sub-Total</b>	<b>750,000</b>	<b>-</b>	<b>32,468,516</b>	<b>4,707,218</b>	<b>-</b>	<b>(61,252)</b>	<b>37,114,482</b>	<b>37,864,482</b>	<b>750,000</b>	<b>-</b>	<b>48,214,489</b>	<b>5,560,634</b>	<b>281,759</b>	<b>(61,252)</b>	<b>53,995,630</b>	<b>54,745,630</b>	<b>-</b>	<b>-</b>	<b>15,745,973</b>	<b>695,246</b>	<b>281,759</b>	<b>-</b>	<b>16,722,978</b>	<b>16,722,978</b>	<b>69%</b>			
46110-Interest on Investments	-	-	(41)	-	-	-	(41)	(41)	-	-	-	-	-	-	-	-	-	-	-	-	41	-	-	41	0%			
49010-Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%			
<b>Sub-Total</b>	<b>-</b>	<b>-</b>	<b>(41)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(41)</b>	<b>(41)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>41</b>	<b>-</b>	<b>-</b>	<b>41</b>	<b>0%</b>			
<b>TOTAL INCOME</b>	<b>750,000</b>	<b>-</b>	<b>32,468,474</b>	<b>4,707,218</b>	<b>-</b>	<b>(61,252)</b>	<b>37,114,441</b>	<b>37,864,441</b>	<b>750,000</b>	<b>-</b>	<b>48,214,489</b>	<b>5,560,634</b>	<b>281,759</b>	<b>(61,252)</b>	<b>53,995,630</b>	<b>54,745,630</b>	<b>-</b>	<b>-</b>	<b>15,746,015</b>	<b>695,246</b>	<b>281,759</b>	<b>-</b>	<b>16,723,019</b>	<b>16,723,019</b>	<b>69%</b>			
<b>EXPENDITURES - ADMINISTRATION:</b>																												
<b>Operations:</b>																												
62701-Executive Director	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%			
62730-Attorney	(6,447)	-	-	-	-	-	(6,447)	(6,447)	(6,167)	-	-	-	-	-	(6,167)	-	-	-	-	-	-	280	-	280	105%			
62701-Analyst/Administrative Assistant	(1,306)	-	-	-	-	-	(1,306)	(1,306)	(2,600)	-	-	-	-	-	(2,600)	-	-	-	-	-	-	(1,294)	-	(1,294)	50%			
62701-Clerk/Secretary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%			
6279(8,9)-Exec Dir/Admin Mgr	(168,947)	-	-	-	-	-	(168,947)	(168,947)	(167,821)	-	-	-	-	-	(167,821)	-	-	-	-	-	-	1,125	-	1,125	101%			
61(5,2)(XX)-Director of Engineering	(64,396)	-	-	-	-	-	(64,396)	(64,396)	(108,188)	-	-	-	-	-	(108,188)	-	-	-	-	-	-	(43,792)	-	(43,792)	60%			
62701-Director of Engineering Support	(19,595)	-	-	-	-	-	(19,595)	(19,595)	(84,325)	-	-	-	-	-	(84,325)	-	-	-	-	-	-	(64,731)	-	(64,731)	23%			
62701-Public Outreach	(2,229)	-	-	-	-	-	(2,229)	(2,229)	(15,475)	-	-	-	-	-	(15,475)	-	-	-	-	-	-	(13,247)	-	(13,247)	14%			
62701-Financial Mgt	(68,135)	-	-	-	-	-	(68,135)	(68,135)	(68,776)	-	-	-	-	-	(68,776)	-	-	-	-	-	-	(641)	-	(641)	99%			
62701-Assessment District Admin.	(44,275)	-	-	-	-	-	(44,275)	(44,275)	(82,150)	-	-	-	-	-	(82,150)	-	-	-	-	-	-	(37,875)	-	(37,875)	54%			
<b>Sub-Total</b>	<b>(375,329)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(375,329)</b>	<b>(375,329)</b>	<b>(535,504)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(535,504)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(160,175)</b>	<b>-</b>	<b>(160,175)</b>	<b>70%</b>			
Services and Supplies	(26,292)	-	(224,479)	-	-	-	(224,479)	(250,770)	(61,247)	-	-	(382,228)	-	-	(382,228)	-	-	-	-	-	-	(157,750)	-	(157,750)	57%			
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%			
<b>Sub-Total</b>	<b>(26,292)</b>	<b>-</b>	<b>(224,479)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(224,479)</b>	<b>(250,770)</b>	<b>(61,247)</b>	<b>-</b>	<b>-</b>	<b>(382,228)</b>	<b>-</b>	<b>-</b>	<b>(382,228)</b>	<b>(443,475)</b>	<b>(34,955)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(157,750)</b>	<b>-</b>	<b>(157,750)</b>	<b>57%</b>			
<b>Total Operations</b>	<b>(401,620)</b>	<b>-</b>	<b>(224,479)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(224,479)</b>	<b>(626,099)</b>	<b>(596,750)</b>	<b>-</b>	<b>-</b>	<b>(382,228)</b>	<b>-</b>	<b>-</b>	<b>(382,228)</b>	<b>(978,979)</b>	<b>(195,130)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(157,750)</b>	<b>-</b>	<b>(352,880)</b>	<b>64%</b>			
<b>EXPENDITURES - PROGRAM:</b>																												
<b>USACE Feasibility Study:</b>																												
Administration	(90,480)	-	-	-	-	-	(90,480)	(90,480)	(13,556)	-	-	-	-	-	(13,556)	(13,556)	-	-	-	-	-	76,923	-	76,923	667%			
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%			
Environmental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%			
Payments to USACE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%			
<b>Sub-Total</b>	<b>(90,480)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(90,480)</b>	<b>(90,480)</b>	<b>(13,556)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(13,556)</b>	<b>(13,556)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>76,923</b>	<b>-</b>	<b>76,923</b>	<b>667%</b>			
<b>EIP:</b>																												
Pre-Planning	-	-	(13,794)	-	-	-	(13,794)	(13,794)	(13,794)	-	-	(13,794)	-	-	(13,794)	(13,794)	-	-	-	-	-	-	-	-	100%			
Administration	-	-	(1,239,809)	-	-	-	(1,239,809)	(1,239,809)	(1,377,727)	-	-	(1,377,727)	-	-	(1,377,727)	(1,377,727)	-	-	-	-	-	(137,917)	-	(137,917)	90%			
Engineering	-	-	(5,696,667)	-	-	-	(5,696,667)	(5,696,667)	(5,787,259)	-	-	(5,787,259)	-	-	(5,787,259)	(5,787,259)	-	-	-	-	-	(90,592)	-	(90,592)	98%			
Environmental	-	-	(2,666,090)	-	-	-	(2,666,090)	(2,666,090)	(4,906,365)	-	-	(4,906,365)	-	-	(4,906,365)	(4,906,365)	-	-	-	-	-	(2,240,275)	-	(2,240,275)	54%			
Right of Way Services	-	-	(883,514)	-	-	-	(883,514)	(883,514)	(1,786,337)	-	-	(1,786,337)	-	-	(1,786,337)	(1,786,337)	-	-	-	-	-	(902,824)	-	(902,824)	49%			
Construction & OWA FSR	-	-	(20,176,963)	-	-	-	(20,176,963)	(20,176,963)	(28,590,625)	-	-	(28,590,625)	-	-	(28,590,625)	(28,590,625)	-	-	-	-	-	(8,413,662)	-	(8,413,662)	71%			
<b>Sub-Total</b>	<b>-</b>	<b>-</b>	<b>(30,676,837)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(30,676,837)</b>	<b>(30,676,837)</b>	<b>(42,462,107)</b>	<b>-</b>	<b>-</b>	<b>(42,462,107)</b>	<b>-</b>	<b>-</b>	<b>(42,462,107)</b>	<b>(42,462,107)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(11,785,270)</b>	<b>-</b>	<b>(11,785,270)</b>	<b>72%</b>			
<b>Stakeholder Management, OWA, Gridley Bridge, FSRP</b>																												
2005 - OWA	-	-	(398,777)	-	-	-	(398,777)	(398,777)	(653,535)	-	-	(653,535)	-	-	(653,535)	(653,535)	-	-	-	-	-	(254,758)	-	(254,758)	61%			
1068 - Stakeholder Management	-	-	(1,890)	-	-	-	(1,890)	(1,890)	(25,000)	-	-	(25,000)	-	-	(25,000)	(25,000)	-	-	-	-	-	(23,110)	-	(23,110)	8%			
2006 - Gridley Bridge	-	-	(3,987)	-	-	-	(3,987)	(3,987)	(3,987)	-	-	(3,987)	-	-	(3,987)	(3,987)	-	-	-	-	-	-	-	-	100%			
2004 - FSRP	-	-	(757,441)	-	-	-	(757,441)	(757,441)	(3,676,863)	-	-	(3,676,863)	-	-	(3,676,863)	(3,676,863)	-	-	-	-	-	(2,919,422)	-	(2,919,422)	21%			
<b>Sub-Total</b>	<b>-</b>	<b>-</b>	<b>(1,162,095)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,162,095)</b>	<b>(1,162,095)</b>	<b>(4,359,385)</b>	<b>-</b>	<b>-</b>	<b>(4,359,385)</b>	<b>-</b>	<b>-</b>	<b>(4,359,385)</b>	<b>(4,359,385)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(277,868)</b>	<b>-</b>	<b>(277,868)</b>	<b>27%</b>			
<b>Regional Planning, ULOP, Flood &amp; Emergency Protection</b>																												
2001 Regional Planning Efforts	-	-	-	(137,480)	-	-	(137,480)	(137,480)	-	-	(194,445)	-	-	(194,445)	(194,445)	-	-	-	-	-	-	(56,965)	-	(56,965)	71%			
2008 ULOP & 1064b Flood & Emergency	-	-	-	(163,946)	-	-	(163,946)	(163,946)	-	-	(5,566,000)	-	-	(5,566,000)	(5,566,000)	-	-	-	-	-	-	-	-	-	0%			
<b>Sub-Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(137,480)</b>	<b>-</b>	<b>-</b>	<b>(137,480)</b>	<b>(137,480)</b>	<b>-</b>	<b>-</b>	<b>(5,760,445)</b>	<b>-</b>	<b>-</b>	<b>(5,760,445)</b>	<b>(5,760,445)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(56,965)</b>	<b>-</b>	<b>(56,965)</b>	<b>5%</b>			
<b>Emergency Response</b>																												
656XX Emergency Response Efforts	-	-	-	-	(94)	-	(94)	(94)	-	-	-	(94)	-	-	(94)	(94)	-	-	-	-	-	-	-	-	-	100%		
<b>Sub-Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(94)</b>	<b>-</b>	<b>(94)</b>	<b>(94)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(94)</b>	<b>-</b>	<b>-</b>	<b>(94)</b>	<b>(94)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100%</b>		
<b>Total Capital</b>	<b>-</b>	<b>(90,480)</b>	<b>(30,676,837)</b>	<b>(1,162,095)</b>	<b>(137,480)</b>	<b>(94)</b>	<b>(32,230,931)</b>	<b>(32,230,837)</b>	<b>(13,556)</b>	<b>(42,462,107)</b>	<b>(4,359,385)</b>	<b>(5,760,445)</b>	<b>(94)</b>	<b>(52,595,587)</b>	<b>(52,595,493)</b>	<b>(5,000)</b>	<b>(5,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>76,923</b>	<b>(11,785,270)</b>	<b>(277,868)</b>	<b>(56,965)</b>	<b>(11,986,215)</b>	<b>(12,043,180)</b>	<b>61%</b>

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FUND - 730 - FLOOD CONTROL AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	219880	05/04/17	FEDEX	7350	62301	SBFCA/SHIPPING	0.00	55.76
10100	219910	05/04/17	MICHAEL INAMINE	7350	62801	SBFCA/DEC 2016 REIM	0.00	202.15
10100	219974	05/11/17	CITY OF YUBA CITY	7350	62701	SBFCA/3RD QTR ADMIN	0.00	1,126.25
10100	220081	05/18/17	ADVANCED DOCUMENT C	7350	62601	SBFCA/MAR QJC010353	0.00	22.42
10100	220121	05/18/17	KIM FLOYD COMMUNICA	7350	62701	SBFCA/APR 2017 SERV	0.00	215.33
10100	220121	05/18/17	KIM FLOYD COMMUNICA	7350	65647	SBFCA/APR 2017 SERV	0.00	1,156.25
TOTAL CHECK							0.00	1,371.58
10100	220126	05/18/17	MICHAEL BESSETTE	7350	62801	SBFCA/APR 2017 REIM	0.00	152.93
10100	220154	05/18/17	SPRINT	7350	62201	SBFCA/3-28 TO 4-27-	0.00	8.91
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62401	SBFCA/PUB HEARING N	0.00	9.52
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62501	SBFCA/OFFICE SUPPLI	0.00	2.32
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62501	SBFCA/OFFICE SUPPLI	0.00	2.99
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62501	SBFCA/OFFICE SUPPLI	0.00	24.08
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62301	SBFCA/POSTAGE	0.00	0.40
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62301	SBFCA/POSTAGE	0.00	0.11
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62301	SBFCA/POSTAGE	0.00	0.08
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62301	SBFCA/POSTAGE	0.00	0.08
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62301	SBFCA/POSTAGE	0.00	0.13
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	63101	SBFCA/ASCE MEMBERSH	0.00	270.00
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62701	SBFCA/RIVERBANK INS	0.00	30.00
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62801	SBFCA/CONF REG	0.00	595.00
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62801	SBFCA/AIRLINE CHARG	0.00	306.60
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62801	SBFCA/AIRLINE CHARG	0.00	200.00
10100	220181	05/18/17	U.S. BANK CORP PAYM	7350	62801	SBFCA/AIRLINE CHARG	0.00	200.00
TOTAL CHECK							0.00	1,641.31
10100	220192	05/25/17	AT&T	7350	62201	SBFCA/5-8 TO 6-7-17	0.00	8.60
10100	220232	05/25/17	HDR ENGINEERING, IN	7350	63201	SBFCA/JAN-APR RENT	0.00	60.00
10100	220244	05/25/17	LARSEN WURZEL & ASS	7350	62701	SBFCA/MAR SERV	0.00	6,456.50
10100	220244	05/25/17	LARSEN WURZEL & ASS	7350	65647	SBFCA/MAR SERV	0.00	1,218.37
10100	220244	05/25/17	LARSEN WURZEL & ASS	7350	62701	SBFCA/MAR SERV	0.00	4,873.37
10100	220244	05/25/17	LARSEN WURZEL & ASS	7350	62701	SBFCA/APRIL SERV	0.00	7,104.59
10100	220244	05/25/17	LARSEN WURZEL & ASS	7350	62701	SBFCA/APRIL SERV	0.00	2,217.99
TOTAL CHECK							0.00	21,870.82
10100	220290	05/25/17	TERRA YANEY	7350	62801	SBFCA/APRIL REIMB	0.00	243.54
10100	220295	05/25/17	UNITED PARCEL SERVI	7350	62301	DP/SHIPPING	0.00	24.31
10100	220319	05/31/17	ADVANCED DOCUMENT C	7350	62601	SBFCA/APR QJC010353	0.00	21.21
10100	220380	05/31/17	SDRMA	7350	64301	SBFCA/WC 17/18 #722	0.00	333.63
10100	220380	05/31/17	SDRMA	7350	64301	SBFCA/WC 17/18 #722	0.00	542.01

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FUND - 730 - FLOOD CONTROL AGENCY

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	FUND/DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
TOTAL CHECK							0.00	875.64	
10100	8006594	05/04/17	301265	DOWNEY BRAND ATTORN	7350	62730	SBFCA/MARCH GS	0.00	688.37
TOTAL CASH ACCOUNT							0.00	28,373.80	
TOTAL FUND							0.00	28,373.80	

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SELECTION CRITERIA: transact.yr='17' and transact.period='11' and transact.fund between '730' and '731'  
 ACCOUNTING PERIOD: 12/17

FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT		
10100	219877	05/04/17	306396	ECORP CONSULTING, I	996001	67310	SBFCA/MARCH 2017 SE	0.00	998.40	
10100	219877	05/04/17	306396	ECORP CONSULTING, I	995001	67310	SBFCA/MARCH 2017 SE	0.00	3,161.60	
TOTAL CHECK									0.00	4,160.00
10100	219908	05/04/17	201493	MBK ENGINEERS	992001	65641	SBFCA/MARCH 2017 SE	0.00	5,369.78	
10100	219910	05/04/17	304481	MICHAEL INAMINE	995001	67310	SBFCA/DEC 2016 REIM	0.00	31.04	
10100	219910	05/04/17	304481	MICHAEL INAMINE	996001	67310	SBFCA/DEC 2016 REIM	0.00	9.80	
10100	219910	05/04/17	304481	MICHAEL INAMINE	941064	62798	SBFCA/DEC 2016 REIM	0.00	144.28	
10100	219910	05/04/17	304481	MICHAEL INAMINE	992004	65689	SBFCA/DEC 2016 REIM	0.00	4.81	
TOTAL CHECK									0.00	189.93
10100	219924	05/04/17	301931	PETERSON, BRUSTAD,	992005	65667	SBFCA/MARCH-OROVILL	0.00	1,104.60	
10100	219960	05/08/17	307558	U.S. ARMY CORPS OF	941064	65635	SBFCA/FUNDS REQUEST	0.00	74,112.00	
10100	219974	05/11/17	301598	CITY OF YUBA CITY	992004	65689	SBFCA/3RD QTR ADMIN	0.00	2,252.50	
10100	219974	05/11/17	301598	CITY OF YUBA CITY	996001	67310	SBFCA/3RD QTR ADMIN	0.00	4,595.10	
10100	219974	05/11/17	301598	CITY OF YUBA CITY	995001	67310	SBFCA/3RD QTR ADMIN	0.00	14,551.15	
TOTAL CHECK									0.00	21,398.75
10100	219990	05/11/17	200071	HDR ENGINEERING INC	992007	68944	SBFCA/DEC OWA BRIDG	0.00	12,483.47	
10100	219990	05/11/17	200071	HDR ENGINEERING INC	992005	65667	SBFCA/DEC OROVILLE	0.00	761.98	
TOTAL CHECK									0.00	13,245.45
10100	219996	05/11/17	302687	ICF JONES & STOKES,	996001	68204	SBFCA/MAR ELDERBERR	0.00	151.43	
10100	219996	05/11/17	302687	ICF JONES & STOKES,	995001	68204	SBFCA/MAR ELDERBERR	0.00	479.53	
TOTAL CHECK									0.00	630.96
10100	220024	05/11/17	305300	NORDIC-MAGNUS PACIF	995001	68602	SBFCA/APRIL 2017 SE	0.00	121,541.70	
10100	220024	05/11/17	305300	NORDIC-MAGNUS PACIF	995001	68600	SBFCA/APRIL 2017 SE	0.00	665,767.72	
10100	220024	05/11/17	305300	NORDIC-MAGNUS PACIF	996001	68600	SBFCA/APRIL 2017 SE	0.00	210,242.44	
TOTAL CHECK									0.00	997,551.86
10100	220030	05/11/17	301312	PARSONS BRINCKERHOF	996001	68800	SBFCA/MAR AREAS B&D	0.00	5,074.09	
10100	220030	05/11/17	301312	PARSONS BRINCKERHOF	996001	68200	SBFCA/MAR AREAS B&D	0.00	283.50	
10100	220030	05/11/17	301312	PARSONS BRINCKERHOF	992004	65687	SBFCA/MAR GRIDLEY	0.00	8,471.00	
10100	220030	05/11/17	301312	PARSONS BRINCKERHOF	995001	68200	SBFCA/MAR AREAS B&D	0.00	897.75	
10100	220030	05/11/17	301312	PARSONS BRINCKERHOF	995001	68800	SBFCA/MAR AREAS B&D	0.00	18,263.72	
10100	220030	05/11/17	301312	PARSONS BRINCKERHOF	995001	68931	SBFCA/MAR GRIDLEY	0.00	64,757.69	
10100	220030	05/11/17	301312	PARSONS BRINCKERHOF	996001	68931	SBFCA/MAR GRIDLEY	0.00	20,449.80	
TOTAL CHECK									0.00	118,197.55
10100	220033	05/11/17	301931	PETERSON, BRUSTAD,	995001	68941	SBFCA/MAR OWA FLOOD	0.00	13,713.97	
10100	220033	05/11/17	301931	PETERSON, BRUSTAD,	996001	68941	SBFCA/MAR OWA FLOOD	0.00	3,216.86	
TOTAL CHECK									0.00	16,930.83
10100	220037	05/11/17	305301	RIVER VALLEY COMMUN	995001	68602	SBFCA/APRIL RETENTI	0.00	6,396.94	
10100	220037	05/11/17	305301	RIVER VALLEY COMMUN	996001	68600	SBFCA/APRIL RETENTI	0.00	11,065.39	
10100	220037	05/11/17	305301	RIVER VALLEY COMMUN	995001	68600	SBFCA/APRIL RETENTI	0.00	35,040.41	
TOTAL CHECK									0.00	52,502.74

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FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	220038	05/11/17	304126 RIVERSMITH ENGINEER	996001	66804	SBFCA/APR 2017 SERV	0.00	392.95
10100	220038	05/11/17	304126 RIVERSMITH ENGINEER	995001	66704	SBFCA/APR 2017 SERV	0.00	4,955.35
10100	220038	05/11/17	304126 RIVERSMITH ENGINEER	995001	66804	SBFCA/APR 2017 SERV	0.00	1,244.36
10100	220038	05/11/17	304126 RIVERSMITH ENGINEER	996001	66604	SBFCA/APR 2017 SERV	0.00	92.04
10100	220038	05/11/17	304126 RIVERSMITH ENGINEER	996001	66704	SBFCA/APR 2017 SERV	0.00	1,564.85
10100	220038	05/11/17	304126 RIVERSMITH ENGINEER	995001	66604	SBFCA/APR 2017 SERV	0.00	291.45
TOTAL CHECK							0.00	8,541.00
10100	220050	05/11/17	201445 STATE WATER RESOURC	992004	65684	SBFCA/LAUREL AVE RE	0.00	1,529.00
10100	220056	05/11/17	87240 UNION PACIFIC RAILR	996001	66741	SBFCA/MAR RELIEF WE	0.00	90.68
10100	220056	05/11/17	87240 UNION PACIFIC RAILR	995001	66741	SBFCA/MAR RELIEF WE	0.00	287.13
TOTAL CHECK							0.00	377.81
10100	220062	05/11/17	307561 W.C. MALONEY, INC.	996001	67500	SBFCA/FEB-MAR SERV	0.00	14,165.30
10100	220062	05/11/17	307561 W.C. MALONEY, INC.	995001	67500	SBFCA/FEB-MAR SERV	0.00	44,856.79
TOTAL CHECK							0.00	59,022.09
10100	220081	05/18/17	300739 ADVANCED DOCUMENT C	992004	65689	SBFCA/MAR QJC010353	0.00	44.83
10100	220081	05/18/17	300739 ADVANCED DOCUMENT C	996001	67310	SBFCA/MAR QJC010353	0.00	91.46
10100	220081	05/18/17	300739 ADVANCED DOCUMENT C	995001	67310	SBFCA/MAR QJC010353	0.00	289.61
TOTAL CHECK							0.00	425.90
10100	220098	05/18/17	306923 CAPRI & CLAY, INC.	996001	66552	SBFCA/APR 2017 SERV	0.00	8,000.00
10100	220121	05/18/17	304090 KIM FLOYD COMMUNICA	992001	65642	SBFCA/APR 2017 SERV	0.00	1,732.23
10100	220121	05/18/17	304090 KIM FLOYD COMMUNICA	996001	66331	SBFCA/APR 2017 SERV	0.00	981.87
10100	220121	05/18/17	304090 KIM FLOYD COMMUNICA	991066	65614	SBFCA/APR 2017 SERV	0.00	656.25
10100	220121	05/18/17	304090 KIM FLOYD COMMUNICA	995001	66331	SBFCA/APR 2017 SERV	0.00	3,109.26
TOTAL CHECK							0.00	6,479.61
10100	220126	05/18/17	304991 MICHAEL BESSETTE	995001	67310	SBFCA/APR 2017 REIM	0.00	218.26
10100	220126	05/18/17	304991 MICHAEL BESSETTE	992004	65689	SBFCA/APR 2017 REIM	0.00	33.79
10100	220126	05/18/17	304991 MICHAEL BESSETTE	996001	67310	SBFCA/APR 2017 REIM	0.00	68.92
TOTAL CHECK							0.00	320.97
10100	220141	05/18/17	301931 PETERSON, BRUSTAD,	995001	68941	SBFCA/APR-OWA FLOOD	0.00	12,956.63
10100	220141	05/18/17	301931 PETERSON, BRUSTAD,	992005	65667	SBFCA/APR-OROVILLE	0.00	1,324.68
10100	220141	05/18/17	301931 PETERSON, BRUSTAD,	996001	68941	SBFCA/APR-OWA FLOOD	0.00	3,039.21
TOTAL CHECK							0.00	17,320.52
10100	220154	05/18/17	201761 SPRINT	996001	67310	SBFCA/3-28 TO 4-27-	0.00	36.35
10100	220154	05/18/17	201761 SPRINT	995001	67310	SBFCA/3-28 TO 4-27-	0.00	115.10
10100	220154	05/18/17	201761 SPRINT	992004	65689	SBFCA/3-28 TO 4-27-	0.00	17.82
TOTAL CHECK							0.00	169.27
10100	220165	05/18/17	305071 THE HANDEN COMPANY,	996001	68801	SBFCA/MAR-APR SERV	0.00	543.20
10100	220165	05/18/17	305071 THE HANDEN COMPANY,	996001	68201	SBFCA/MAR-APR SERV	0.00	4,186.20
10100	220165	05/18/17	305071 THE HANDEN COMPANY,	995001	68201	SBFCA/MAR-APR SERV	0.00	13,256.30
10100	220165	05/18/17	305071 THE HANDEN COMPANY,	995001	68801	SBFCA/MAR-APR SERV	0.00	1,931.80
TOTAL CHECK							0.00	19,917.50

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SELECTION CRITERIA: transact.yr='17' and transact.period='11' and transact.fund between '730' and '731'  
 ACCOUNTING PERIOD: 12/17

FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT	
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/POSTAGE	0.00	0.43
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/POSTAGE	0.00	0.24
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/OFFICE SUPPLI	0.00	4.60
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/POSTAGE	0.00	0.76
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/POSTAGE	0.00	0.24
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/POSTAGE	0.00	1.35
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/OFFICE SUPPLI	0.00	5.98
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/POSTAGE	0.00	1.58
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/OFFICE SUPPLI	0.00	48.13
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/RIVERBANK INS	0.00	60.00
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/POSTAGE	0.00	0.11
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/POSTAGE	0.00	0.76
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/RIVERBANK INS	0.00	122.40
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/OFFICE SUPPLI	0.00	98.19
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/POSTAGE	0.00	4.96
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/OFFICE SUPPLI	0.00	29.74
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/OFFICE SUPPLI	0.00	38.63
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/PUB HEARING N	0.00	122.81
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/OFFICE SUPPLI	0.00	310.94
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	995001	67310	SBFCA/RIVERBANK INS	0.00	387.60
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/PUB HEARING N	0.00	38.78
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/POSTAGE	0.00	0.21
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/PUB HEARING N	0.00	19.01
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/POSTAGE	0.00	0.11
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/OFFICE SUPPLI	0.00	12.20
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/POSTAGE	0.00	0.76
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	992004	65689	SBFCA/POSTAGE	0.00	0.24
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/OFFICE SUPPLI	0.00	9.39
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/POSTAGE	0.00	1.57
10100	220181	05/18/17	302252	U.S. BANK CORP PAYM	996001	67310	SBFCA/POSTAGE	0.00	0.50
TOTAL CHECK							0.00	1,322.22	
10100	220192	05/25/17	300880	AT&T	996001	67310	SBFCA/5-8 TO 6-7-17	0.00	35.08
10100	220192	05/25/17	300880	AT&T	995001	67310	SBFCA/5-8 TO 6-7-17	0.00	111.07
10100	220192	05/25/17	300880	AT&T	992004	65689	SBFCA/5-8 TO 6-7-17	0.00	17.19
TOTAL CHECK							0.00	163.34	
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	996001	66714	SBFCA/MAR 2017 SERV	0.00	2,034.28
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	996001	66716	SBFCA/MAR 2017 SERV	0.00	188.38
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	995001	67114	SBFCA/MAR FAPS AREA	0.00	908.77
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	995001	66717	SBFCA/MAR 2017 SERV	0.00	3,617.03
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	995001	66716	SBFCA/MAR 2017 SERV	0.00	596.50
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	996001	67114	SBFCA/MAR FAPS AREA	0.00	286.98
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	996001	66717	SBFCA/MAR 2017 SERV	0.00	1,004.91
10100	220194	05/25/17	302416	BENDER ROSENTHAL, I	995001	66714	SBFCA/MAR 2017 SERV	0.00	6,441.87
TOTAL CHECK							0.00	15,078.72	
10100	220197	05/25/17	307572	BLAIN MOFFITT	995001	68700	SBFCA/REMOVE IRR PI	0.00	1,274.22
10100	220223	05/25/17	305777	FARMLAND RESERVE, I	995001	68700	SBFCA/PIPE CONNECTI	0.00	11,153.23
10100	220231	05/25/17	200071	HDR ENGINEERING INC	995001	68802	SBFCA/JAN AREA BD	0.00	79,640.94

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CITY OF YUBA CITY  
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SELECTION CRITERIA: transact.yr='17' and transact.period='11' and transact.fund between '730' and '731'  
 ACCOUNTING PERIOD: 12/17

FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	220231	05/25/17	200071 HDR ENGINEERING INC	995001	67202	SBFCA/DEC AREA E	0.00	83,712.25
10100	220231	05/25/17	200071 HDR ENGINEERING INC	996001	67202	SBFCA/DEC AREA E	0.00	26,435.45
10100	220231	05/25/17	200071 HDR ENGINEERING INC	996001	68202	SBFCA/JAN AREA BD	0.00	14,969.61
10100	220231	05/25/17	200071 HDR ENGINEERING INC	992007	68944	SBFCA/JAN BRIDGE BE	0.00	58,891.75
10100	220231	05/25/17	200071 HDR ENGINEERING INC	996001	68802	SBFCA/JAN AREA BD	0.00	22,126.10
10100	220231	05/25/17	200071 HDR ENGINEERING INC	995001	68202	SBFCA/JAN AREA BD	0.00	47,403.74
TOTAL CHECK							0.00	333,179.84
10100	220232	05/25/17	304614 HDR ENGINEERING, IN	992004	65685	SBFCA/JAN-APR RENT	0.00	120.00
10100	220232	05/25/17	304614 HDR ENGINEERING, IN	996001	67310	SBFCA/JAN-APR RENT	0.00	244.80
10100	220232	05/25/17	304614 HDR ENGINEERING, IN	995001	67310	SBFCA/JAN-APR RENT	0.00	775.20
TOTAL CHECK							0.00	1,140.00
10100	220236	05/25/17	302687 ICF JONES & STOKES,	996001	68804	SBFCA/MAR AREA D	0.00	11,879.62
10100	220236	05/25/17	302687 ICF JONES & STOKES,	996001	68204	SBFCA/MAR AREA B	0.00	5,367.74
10100	220236	05/25/17	302687 ICF JONES & STOKES,	996001	67204	SBFCA/MAR AREA C	0.00	10,237.14
10100	220236	05/25/17	302687 ICF JONES & STOKES,	995001	68204	SBFCA/MAR AREA B	0.00	16,997.84
10100	220236	05/25/17	302687 ICF JONES & STOKES,	995001	68804	SBFCA/MAR AREA D	0.00	37,618.81
10100	220236	05/25/17	302687 ICF JONES & STOKES,	995001	68941	SBFCA/MAR FSR IMPRO	0.00	20,763.60
10100	220236	05/25/17	302687 ICF JONES & STOKES,	995001	67204	SBFCA/MAR AREA C	0.00	32,417.61
10100	220236	05/25/17	302687 ICF JONES & STOKES,	996001	68941	SBFCA/MAR FSR IMPRO	0.00	4,870.48
TOTAL CHECK							0.00	140,152.84
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	995001	66521	SBFCA/APRIL SERV	0.00	18,995.54
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	995001	66521	SBFCA/MAR SERV	0.00	25,788.02
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	992001	65641	SBFCA/APRIL SERV	0.00	673.65
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	996001	66521	SBFCA/APRIL SERV	0.00	5,998.60
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	996001	67311	SBFCA/APRIL SERV	0.00	2,629.42
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	992004	65682	SBFCA/APRIL SERV	0.00	190.00
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	996001	66521	SBFCA/MAR SERV	0.00	8,143.59
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	992005	65662	SBFCA/MAR SERV	0.00	190.00
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	992005	65662	SBFCA/APRIL SERV	0.00	605.00
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	996001	67311	SBFCA/MAR SERV	0.00	1,412.01
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	995001	67311	SBFCA/APRIL SERV	0.00	8,326.50
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	995001	67311	SBFCA/MAR SERV	0.00	4,471.35
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	992004	65682	SBFCA/MAR SERV	0.00	142.50
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	991066	65614	SBFCA/APRIL SERV	0.00	522.50
10100	220244	05/25/17	305409 LARSEN WURZEL & ASS	991066	65615	SBFCA/APRIL SERV	0.00	950.00
TOTAL CHECK							0.00	79,038.68
10100	220253	05/25/17	201493 MBK ENGINEERS	992001	65646	SBFCA/APR SERV	0.00	220.00
10100	220253	05/25/17	201493 MBK ENGINEERS	992001	65642	SBFCA/APR SERV	0.00	2,752.50
10100	220253	05/25/17	201493 MBK ENGINEERS	992001	65641	SBFCA/APR SERV	0.00	2,006.93
TOTAL CHECK							0.00	4,979.43
10100	220257	05/25/17	307573 NATIONAL FISH & WIL	992004	65690	SBFCA/CR TRANS AGRE	0.00	99,700.00
10100	220266	05/25/17	301931 PETERSON, BRUSTAD,	995001	66531	SBFCA/APR 2017 SERV	0.00	2,848.86
10100	220266	05/25/17	301931 PETERSON, BRUSTAD,	995001	66513	SBFCA/APR 2017 SERV	0.00	1,301.28
10100	220266	05/25/17	301931 PETERSON, BRUSTAD,	996001	66341	SBFCA/APR 2017 SERV	0.00	7,794.64
10100	220266	05/25/17	301931 PETERSON, BRUSTAD,	992004	65682	SBFCA/APR 2017 SERV	0.00	5,805.83
10100	220266	05/25/17	301931 PETERSON, BRUSTAD,	996001	66513	SBFCA/APR 2017 SERV	0.00	393.27

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SELECTION CRITERIA: transact.yr='17' and transact.period='11' and transact.fund between '730' and '731'  
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FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	220266	05/25/17	301931 PETERSON, BRUSTAD,	996001	66531	SBFCA/APR 2017 SERV	0.00	899.64
10100	220266	05/25/17	301931 PETERSON, BRUSTAD,	995001	66341	SBFCA/APR 2017 SERV	0.00	24,682.99
TOTAL CHECK							0.00	43,726.51
10100	220276	05/25/17	305301 RIVER VALLEY COMMUN	995001	67310	SBFCA/APR SERV CHR	0.00	19.00
10100	220276	05/25/17	305301 RIVER VALLEY COMMUN	996001	67310	SBFCA/APR SERV CHR	0.00	6.00
TOTAL CHECK							0.00	25.00
10100	220279	05/25/17	307571 SIERRA GOLD LAND	995001	68100	SBFCA/REIMB APPRAIS	0.00	15,000.00
10100	220319	05/31/17	300739 ADVANCED DOCUMENT C	996001	67310	SBFCA/APR QJC010353	0.00	86.52
10100	220319	05/31/17	300739 ADVANCED DOCUMENT C	992004	65689	SBFCA/APR QJC010353	0.00	42.41
10100	220319	05/31/17	300739 ADVANCED DOCUMENT C	995001	67310	SBFCA/APR QJC010353	0.00	273.99
TOTAL CHECK							0.00	402.92
10100	220345	05/31/17	200071 HDR ENGINEERING INC	996001	68945	SBFCA/DEC OWA OUTFA	0.00	956.93
10100	220345	05/31/17	200071 HDR ENGINEERING INC	995001	68945	SBFCA/DEC OWA OUTFA	0.00	4,079.52
TOTAL CHECK							0.00	5,036.45
10100	220380	05/31/17	305033 SDRMA	992004	65689	SBFCA/WC 17/18 #722	0.00	1,084.01
10100	220380	05/31/17	305033 SDRMA	995001	67310	SBFCA/WC 17/18 #722	0.00	4,310.51
10100	220380	05/31/17	305033 SDRMA	992004	65689	SBFCA/WC 17/18 #722	0.00	667.26
10100	220380	05/31/17	305033 SDRMA	996001	67310	SBFCA/WC 17/18 #722	0.00	2,211.39
10100	220380	05/31/17	305033 SDRMA	996001	67310	SBFCA/WC 17/18 #722	0.00	1,361.21
10100	220380	05/31/17	305033 SDRMA	995001	67310	SBFCA/WC 17/18 #722	0.00	7,002.72
TOTAL CHECK							0.00	16,637.10
10100	220383	05/31/17	83430 TEICHERT CONSTRUCTI	995001	68931	SBFCA/APRIL 2017 SE	0.00	446,842.00
10100	220383	05/31/17	83430 TEICHERT CONSTRUCTI	731	20190	SBFCA/APRIL 2017 RE	0.00	-29,397.50
10100	220383	05/31/17	83430 TEICHERT CONSTRUCTI	996001	68931	SBFCA/APRIL 2017 SE	0.00	141,108.00
TOTAL CHECK							0.00	558,552.50
10100	220389	05/31/17	87240 UNION PACIFIC RAILR	995001	66741	SBFCA/RELIEF WELLS	0.00	341.58
10100	220389	05/31/17	87240 UNION PACIFIC RAILR	996001	66741	SBFCA/RELIEF WELLS	0.00	107.88
TOTAL CHECK							0.00	449.46
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	995001	66512	SBFCA/MARCH ROW	0.00	18,341.52
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	995001	67113	SBFCA/MARCH AREA C	0.00	247.00
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	992004	65689	SBFCA/MARCH GS	0.00	1,376.74
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	995001	67113	SBFCA/MARCH AREA C	0.00	139.46
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	996001	66512	SBFCA/MARCH ROW	0.00	5,792.06
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	995001	68713	SBFCA/MARCH AREA D	0.00	1,169.54
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	991068	65637	SBFCA/MARCH MANAGE	0.00	210.00
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	996001	68713	SBFCA/MARCH AREA D	0.00	54.60
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	996001	68713	SBFCA/MARCH AREA D	0.00	369.33
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	995001	68713	SBFCA/MARCH AREA D	0.00	172.90
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	995001	66321	SBFCA/MARCH FR EIP	0.00	5,180.88
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	995001	66322	SBFCA/MARCH GS	0.00	8,893.73
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	996001	67113	SBFCA/MARCH AREA C	0.00	44.04
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	996001	67113	SBFCA/MARCH AREA C	0.00	78.00
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	996001	66321	SBFCA/MARCH FR EIP	0.00	1,636.07
10100	8006594	05/04/17	301265 DOWNEY BRAND ATTORN	941064	65630	SBFCA/MAR FEASIBILI	0.00	588.00

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FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	FUND/DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
10100	8006594	05/04/17	301265	DOWNEY BRAND ATTORN	996001	66322	SBFCA/MARCH GS	0.00	2,808.55
TOTAL CHECK							0.00	47,102.42	
TOTAL CASH ACCOUNT							0.00	2,801,613.00	
TOTAL FUND							0.00	2,801,613.00	
TOTAL REPORT							0.00	2,829,986.80	



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

## **Item 8**

**TO:** Board of Directors  
**FROM:** Mike Inamine, Executive Director  
Michael Bessette, Director of Engineering  
**SUBJECT:** Program/Project Update

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This time has been set aside on the agenda for other reports from Agency staff and consultants.

## **Item 9**

**TO:** Board of Directors  
**FROM:** Mike Inamine, Executive Director  
**SUBJECT:** Other reports from Agency staff and consultants

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This time has been set aside on the agenda for a report from the CADAC.

## **Item 10**

**TO:** Board of Directors  
**FROM:** Mike Inamine, Executive Director  
**SUBJECT:** Report by the Citizens' Assessment District Advisory Committee

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This time has been set aside on the agenda for a report and discussion (if necessary) by member and partner agency representatives.

## **Item 11**

**TO:** Board of Directors  
**FROM:** Mike Inamine, Executive Director  
**SUBJECT:** Report by Member and Partner Agencies

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This time has been set aside on the agenda for Board discussion and staff response regarding correspondence received by the Agency.

## **Item 12**

**TO:** Board of Directors  
**FROM:** Mike Inamine, Executive Director  
**SUBJECT:** Report on Correspondence Sent by and Received by the Board

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This time has been set aside on the agenda for Board discussion and staff response regarding correspondence received by the Agency.

## **Fiscal Impact**

The above items are informational only with no fiscal impact to the Agency.

Items: **8-12**



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

July 12, 2017

**TO:** Board of Directors

**FROM:** Mike Inamine - Executive Director  
Michael Bessette - Director of Engineering

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

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## **Recommendation**

Receive and file the July 2017 Program/Project update report.

## **Background**

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

### *Engineering Design*

The design team has been aggressively advancing the design to replace the existing slurry wall in Reaches 14-16. Meetings with the Corps of Engineers and the Independent Panel of Experts (IPE) have been held to advance this effort. Soil exploration to gather additional technical data will be initiated on July 10 and will take several days to complete. This data will be used to verify the depth of wall needed to repair the existing deficient slurry wall. The team will deliver 95% designs on July 7 for review by SBFCA, USACE, DWR, and the IPE. The final designs will be complete by end of July 28<sup>th</sup>, 2017 with heavy construction anticipated to begin July 31<sup>st</sup>. The construction project will be scheduled to be completed by December 1, 2017. A series of meetings will also be held with the construction company (Nordic/Great Lakes Joint Venture) who will perform the work to strategize on ways to advance all aspects of construction. Advance notice to impacted tribe(s) has also initiated. A public outreach meeting is scheduled for 6:30 on July 12, 2017 at Veteran's Memorial Hall (Tucker Room), 1425 Veterans Memorial Circle in Yuba City.

The design team continues to provide services during construction on the Completion Projects (Gaps). The team submitted a variance request to the CVFPB for the Sutter County shed demolition project. The variance would allow the foundation of the retaining wall to remain due to the presence of cultural material encountered in May. In order to minimize further excavation into the existing levee for the removal of the existing retaining wall, a revised design was completed and is now under review by the regulatory agencies and IPE.

The design team continues to support right-of-way acquisition efforts, provide appraisal exhibits, plats and legal descriptions, real estate plan geodetics information, and coordinating with landowners on utility crossings and relocations. The survey team has been installing survey monuments in Project Area D (Butte County) to physically identify the property acquisition areas which will assist the levee maintenance agency on property rights and boundaries.

### *Construction Management (Project Areas B, C & D, and Completion Projects)*

The work on the Completion Projects continues to progress efficiently in multiple project locations simultaneously. Construction of the Completion Projects will continue through July and be completed in August. Currently, work includes development of the relief wells at the UPRR crossing on Live Oak Boulevard and at Reach 7 and UPRR relief wells now that those wells have been installed. Construction of the seepage berm at the Yuba City Raw Water site and the new levee access ramp at the UPRR site will begin the first week in July.

Over the past month, the CM and engineering design teams have held weekly construction coordination meetings with the contractor to coordinate and manage the ongoing Completion Projects. The CM team

continued construction management and administrative duties related to schedule evaluation, pay estimates, requests for pricing, and reviewed and negotiated costs submitted for changed work. The CM team just completed the Project Area B and D Construction Documentation Reports with support from the design team and is coordinating the regulatory agencies currently reviewing the document. The CM team is also holding weekly coordination meetings with affected tribes.

#### *Environmental Documentation/Permitting*

Biological and cultural monitoring continues in all active project areas. Monitoring will continue in active sites for the Completion Projects and at Laurel Avenue. Permitting for the Oroville Wildlife Area Project is ongoing. Staff and the consultant team continue to coordinate with DWR and CDFW to finalize the mitigation for GGS impacts. Staff continues to implement settlement agreement implementation with UAIC, including recently completed emergency work, the work within the Completion Projects, and upcoming new work at Reaches 14-16. Staff continues to coordinate with the Sutter Buttes Regional Land Trust (SBRLT) regarding the Starr Bend setback area mitigation site and associated conservation easement, and will continue to coordinate with SBRLT until the easement is in place. The high water events in February have caused damage to both Starr Bend and Mathews Mitigation sites. The evaluation of the damage and preparation of repair alternatives are ongoing. SBFCA staff is including the restoration of both sites in requests to CalOES/FEMA as part of the funding authorized under the President's declaration DR-4308. Staff met with FEMA representatives on June 8 and on June 27 to advance the reimbursement requests.

#### *Right of Way*

Right-of-way acquisition for the Completion Projects work is ongoing with only two parcels outstanding, however these ongoing negotiations are not holding up construction. The right-of-way team is working closely with DWR to complete the real estate plans for Project Areas B and D. The plan for Project Area C was completed in November, which now allows SBFCA to be reimbursed by the state for acquisition costs in that project area (see funding coordination below). Areas B and D real estate plans are now scheduled for approval in July due to delays at DWR caused by the Oroville Dam incident and emergency operations demands. The right-of-way team will begin work on the federal project area (between Starr Bend and Laurel Avenue) once the task order for that work is approved by the board in July.

#### *State & Local Funding and Coordination*

As previously reported, the last funding agreement amendment with DWR was approved by the California Department of General Services on December 28, 2016. With the approval of this amendment, funding for work completed in the northern reaches of Project Area D is being provided. SBFCA expects that there will be at least one additional amendment to the construction agreement in the future that will transfer the remaining funding, \$2.53 million, from SBFCA's Design Funding Agreement once that agreement is fully closed out. Staff is coordinating with DWR on this amendment as well as other options for increasing the funding provided under the UFRR Agreement for work in Reaches 14-16.

SBFCA has been working with DWR to process several payment and reimbursement requests for various items of work completed through March 31, 2017. These payment requests and their status are summarized in the following table.

Payment Item	Amount	Status
Pmt #12 –Area D Reimbursement per CFA #4	\$12,082,554.74	Review finalized, awaiting payment confirmation letter.
Pmt #13 – Partial Retention Release for Area C Work	\$4,448,650.00	Review finalized, awaiting payment confirmation letter.
Area C ROW Payments (various)	\$339,854.75	FAP Approved, waiting for payments
Design Funding Agreement Retention Release	\$1,594,666.51	Payment approved 6/27/17, awaiting wire transfer
Pmt #14 - True-Up for work through 3/31/17	\$3,598,721.84	Pending DWR FPO Review
Pmt #15 - Advance for work through 6/30/17	\$5,055,247.00	Pending DWR FPO Review
<b>Total Recent / Pending Payments</b>	<b>\$ 27,119,694.33</b>	

The following table summarizes SBFCA’s EIP/UFRR grant funding committed, in process and received to date.

**FRWLP DWR EIP/UFRR Funding**

**Agreement**

	<u>Design</u>	<u>Construction</u>	<u>Total</u>
Agreement No.	#4600009480	#4600010296	
Capital Outlay Amount	\$9,000,000	\$56,780,000	\$65,780,000
Amendment 1	\$0 [1]	\$0 [2]	\$0
Amendment 2	\$14,869,280 [3]	\$57,803,791 [4]	\$72,673,071
Amendment 3		\$43,861,587	\$43,861,587
Amendment 4		\$40,828,931	\$40,828,931
Amendment X	-\$2,529,451 [5]	\$2,529,451 [5]	\$0
<b>TOTAL FUNDING</b>	<b>\$21,339,829</b>	<b>\$201,803,760</b>	<b>\$223,143,589</b>
Receipts			
PMT 1	\$2,328,141	\$14,103,457	\$16,431,597
PMT 2	\$1,160,580	\$18,447,722	\$19,608,302
PMT 3	\$4,842,366	\$19,469,632	\$24,311,998
PMT 4	\$8,704,665	\$15,358,844	\$24,063,509
PMT 5	\$2,709,411	\$13,846,991	\$16,556,402
PMT 6	\$0	\$14,479,664	\$14,479,664
PMT 7	\$0	\$13,168,126	\$13,168,126
PMT 8	\$0	\$26,429,866	\$26,429,866
PMT 9	\$0	\$181,266	\$181,266
PMT 10	\$0	\$2,928,803	\$2,928,803
PMT 11	\$0	\$7,898,917	\$7,898,917
RET. & FINAL PMT	\$1,594,667 [6]	\$0	\$1,594,667
Balance of Pending	\$0	\$25,525,028 [6]	\$25,525,028
<b>TOTAL PAYMENTS</b>	<b>\$21,339,829</b>	<b>\$171,838,316</b>	<b>\$193,178,145</b>
<b>GRANT BALANCE</b>	<b>\$0</b>	<b>\$29,965,444</b>	<b>\$29,965,444</b>

[1] Amendment 1 to the Design Agreement amended the term of the agreement.

[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.
- [6] Pending Payments per above listing.

*Note: All payments reflected after PMT No. 11 have not yet been received.*

#### *Laurel Avenue Repair Project (DWR Flood System Repair Program Grant)*

Construction submittals are continuously being provided by the Contractor and are currently being reviewed by the design team and appropriate review agencies. The contractor has started levee degrade operations. Cutoff wall construction is anticipated to start around the middle of July. Construction coordination meetings between the Agency, construction manager, engineers, DWR, USACE, and the contractor are being held on a weekly basis now that construction has initiated. Several culturally sensitive sites have been discovered during levee degrade operations and the team is working with the affected tribe to resolve construction impacts.

#### *Flood Damage at Unimproved Levees (Lower Feather River west levee and Sutter Bypass east levee) and USACE Slurry Wall (Reaches 14-16)*

SBFCA and LD 1 have submitted PL 84-99 rehabilitation requests to the USACE the first week in May for several levee reaches (Reaches 14-16 USACE slurry wall rehabilitation, erosion at Boyd's Landing, erosion near Barry Road, and erosion at Abbott Lake). SBFCA also supported a PL 84-99 request from DWR to repair reaches of the Sutter Bypass east levee. We expect to hear which projects will be rehabilitated under the PL 84-99 program by August 11th. The area of flood damage that presents the highest risk is Reaches 14 through 16, and in particular, the reach between Gilsizer slough and Teegarden Way. As noted in the above section "Engineering Design", the design team is actively working on the plans to improve these reaches of levee this year prior to the next flood season. In addition to requesting assistance under the PL 84-99 program SBFCA staff also submitted a request for funding from FEMA under the FEMA Public Assistance Program administered by CalOES in coordination with Sutter County OES. SBFCA would be a sub-grantee to CalOES. The submission of the request for funding is the start of the process. Next steps already underway are for SBFCA to meet with CalOES and FEMA to finalize the list of projects for FEMA's approval, submit technical and financial information, and to conduct site visits.

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

The project team continues to work on the design, environmental documentation, and permitting efforts. The final bid documents for the flood control related improvements are now complete. Design efforts for the restoration improvements have kicked off and the surveying and geotechnical work is in progress; however, delays have been encountered since February due to the high water and the Oroville dam spillway incident. DWR and CDFW are hoping to restore access to the site by mid-July. A Biological Opinion has been received from USFWS, SHPO Section 106 concurrence has been received, an incidental take Consistency Determination was issued by CDFW on June 13<sup>th</sup>, and a lease from the State Lands Commission was approved at their June 22<sup>nd</sup> meeting. Work continues on obtaining the USACE Section 404, Section 408, and FERC approvals. Development of the National Marine Fisheries Service Biological Opinion, Streambed Alteration Agreement, and 401 RWQCB certification are also in progress. In regards to funding, SBFCA continues to coordinate with CDFW on developing the Prop 1 grant agreement, which will fund the construction of some of the restoration-related work. In addition, SBFCA staff continues to coordinate with both American Rivers and River Partners to implement the recent grants, which they received from the Wildlife Conservation Board and CDFW. The team also continues to research additional opportunities to fund the construction of the remaining restoration related work. The team is currently working on completing a grant application which will be submitted to CDFW in July under its Watershed Restoration Grant Program.

#### *Central Valley Flood Protection Plan*

DWR halted funding for the Feather River Regional Flood Management Plan on July 1, 2017.

#### **Fiscal Impact**

This is an informational item only with no fiscal impact to SBFCA.