



Sutter Butte Flood Control Agency

Board of Directors Agenda Summary 1 p.m. – February 10, 2016 – Regular Meeting

Meeting Location:

City of Yuba City Council Chambers - 1201 Civic Center Boulevard, 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. 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 Sarah Modeste at 530-755-9859 or s.modeste@sutterbutteflood.org. Requests must be made one full business day before the start of the meeting.

County of Sutter

Barbara LeVake
Larry Munger
Alt. Jim Whiteaker
Alt. Dan Flores

City of Live Oak

Gary Baland
Alt. Jason Banks

Levee District 1

Francis Silva
Charlie Hoppin
Alt. Sally Serger

County of Butte

Bill Connelly
Steve Lambert

City of Gridley

Frank Hall
Alt. Jeff Draper

Levee District 9

David Lamon
Chris Schmidl
Alt. Bob Sohal

City of Yuba City

John Dukes
Kash Gill
Alt. John Buckland

City of Biggs

Bo Sheppard
Alt. John Busch

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

1. Pending litigation pursuant to Government Code Section 54956.9(d)(1)
 - SBFCA v. Rancho Santa Maria, et al.; Sutter County Case No. CVCS 13-2432 (APN 09-050-001, 003)

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 January 13, 2016 Board Meeting
2. Execution of Professional Services Agreement with Carpi & Clay for Services of Julie Minerva

3. Approval of a Resolution Amending and Restating SBFCA's Defined Benefit Retirement Plan Document

PRESENTATION, DISCUSSION & ACTION ITEMS

4. Receive and File Monthly Financial Report

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

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

CORRESPONDENCE

9. 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



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

February 10, 2016

TO: Board of Directors

FROM: Mike Inamine, Executive Director

SUBJECT: Approval of the Minutes for the January 13, 2016 Board Meeting

The proposed minutes for the Board of Director's regular meeting on January 13, 2016 are attached for your review, modification and/or approval.

Recommendation

We recommend that the Board approve and authorize the Chair to sign the minutes.

Thank you.

**DRAFT MINUTES OF THE BOARD OF DIRECTORS OF THE
SUTTER BUTTE FLOOD CONTROL AGENCY
REGULAR MEETING OF
JANUARY 13, 2016**

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:	Barbara LeVake, Larry Munger
County of Butte:	Steve Lambert, Bill Connelly
City of Yuba City:	John Dukes, Kash Gill
City of Gridley:	Frank Hall
City of Live Oak:	Gary Baland
City of Biggs:	Bo Sheppard
Levee District 9:	Chris Schmidl
Levee District 1:	Francis Silva, Charlie Hoppin

MEMBERS ABSENT: Dave Lamon

STAFF PRESENT: Mike Inamine, Executive Director; Michael Bessette, Director of Engineering; Scott Shapiro, Agency Counsel; Seth Wurzel, Budget Manager; Kim Floyd, Public Outreach; Sarah Modeste, Administrative Manager

MEETING/CALL TO ORDER

Chair Kash Gill opened the regular meeting and led the group in the pledge.

CLOSED SESSION

- 1) **Pending litigation pursuant to Government Code Section 54956.9(d)(1)**
 - **SBFCA v. Rancho Santa Maria, et al.; Sutter County Case No. CVCS 13-2432 (APN 09-050-001, 003)**

Chair Gill reported that the Closed Session would be held at the end of the regular meeting.

Nothing to report.

CONSENT CALENDAR

- 1) **Approval of the Minutes for the December 9, 2015 Board Meeting**
- 2) **Receive and File the Minutes for the August 3, 2015 Finance Committee Meeting**
- 3) **Approve and Authorize the Executive Director to Execute Amendment 7 to the Professional Services Agreement with HDR to Extend the Term of the Agreement to December 31, 2017**
- 4) **Approval of Proposed Travel for Agency Briefings with Key Federal Decision-Makers**

On motion of Director Larry Munger, and seconded by Director Barbara LeVake, the consent calendar was approved as follows:

- | | |
|---------------------|-----------------------|
| • Bo Sheppard – Yes | • Steve Lambert – Yes |
| • John Dukes – Yes | • Bill Connelly – Yes |

- Francis Silva – Yes
- Charlie Hoppin – Yes
- Frank Hall – Yes
- Gary Baland – Yes

- Barbara LeVake – Yes
- Larry Munger – Yes
- Chris Schmidl – Yes

PRESENTATION, DISCUSSION & ACTION ITEMS

5) Rotation of SBFCA Board Leadership for 2016

Director Larry Munger recommended that Director Kash Gill remain Chair for the 2016 calendar year. The motion was seconded by Director Barbara LeVake. The motion was carried as follows:

- Bo Sheppard – Yes
- John Dukes – Yes
- Steve Lambert – Yes
- Bill Connelly – Yes
- Francis Silva – Yes
- Charlie Hoppin – Yes

- Frank Hall – Yes
- Gary Baland – Yes
- Barbara LeVake – Yes
- Larry Munger – Yes
- Chris Schmidl – Yes

6) Receive and file monthly financial report

Budget Manager Seth Wurzel presented the monthly financial report and answered related questions. The presentation can be viewed in its entirety on the SBFCA website:

<http://sutterbutteflood.org/board/meetings-agendas/>.

7) SBFCA Strategic Plan

Executive Director Mike Inamine provided an overview of the strategic plan, highlighting several key objectives. The presentation can be viewed in its entirety on the SBFCA website:

<http://sutterbutteflood.org/board/meetings-agendas/>.

The presentation was followed by a discussion among the Board members regarding operations and maintenance

Sutter County resident Elaine Miles provided public comment. Ms. Miles' comments can be viewed in their entirety on the SBFCA website: <http://sutterbutteflood.org/board/meetings-agendas/>.

Ms. Miles, on behalf of the CADAC, requested that text on page 16 be changed. The Board and SBFCA staff discussed the recommendation; Agency Counsel Scott Shapiro recommended that the CADAC charter be referenced in the strategic plan. Ms. Miles' comments can be viewed in their entirety on the SBFCA website: <http://sutterbutteflood.org/board/meetings-agendas/>.

Roberta Fletcher provided public comment regarding operations and maintenance. Ms. Fletcher's comments can be viewed in their entirety on the SBFCA website:

<http://sutterbutteflood.org/board/meetings-agendas/>.

Director John Dukes motioned that the SBFCA Strategic Plan be adopted as final and include a reference to the CADAC Bylaws. The motion was seconded by Director Barbara LeVake, and approved as follows:

- Bo Sheppard – Yes
- John Dukes – Yes
- Steve Lambert – Yes
- Bill Connelly – Yes
- Francis Silva – Yes
- Charlie Hoppin – Yes

- Frank Hall – Yes
- Gary Baland – Yes
- Barbara LeVake – Yes
- Larry Munger – Yes
- Chris Schmidl – Yes

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

1) Program/Project Update

Director of Engineering Michael Bessette provided an overview of the 2015 highlights and previewed the 2016 activities. Executive Director Mike Inamine also provided an update on the Federal System Wide Improvement Framework and the Federal Central Valley Integrated Flood Management Study. The presentation can be viewed in its entirety on the SBFCA website:

<http://sutterbutteflood.org/board/meetings-agendas/>.

Director Barbara LeVake requested an update at a future SBFCA Board meeting regarding NFIP and FEMA agricultural zone efforts.

No public comment.

No action required.

2) Other reports from Agency staff and consultants

Nothing to report.

3) Report by the Citizens' Assessment District Advisory Committee (CADAC)

CADAC Interim Chair Elaine Miles provided an overview of the CADAC's January 9, 2016 meeting. Her presentation can be viewed in its entirety on the SBFCA website:

<http://sutterbutteflood.org/board/meetings-agendas/>.

No action required.

4) Report by member and partner agencies

Nothing to report.

CORRESPONDENCE

5) Report on correspondence sent by and received by the Board

Nothing to report.

PUBLIC COMMENT

No public comment.

ADJOURNMENT

With no further business coming before the Board, the meeting was adjourned at 2:25 p.m.

ATTEST BY: _____

SARAH MODESTE, BOARD CLERK

KASH GILL, CHAIR



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

February 10, 2016

TO: Board of Directors

FROM: Mike Inamine, Executive Director

SUBJECT: Execution of Professional Services Agreement with Carpi & Clay for Services of Julie Minerva

Recommendation

Approve new professional services agreement with Carpi & Clay for the continued services of Julie Minerva; terminate existing agreement with Manatt, Phelps & Phillips LLP to reflect Ms. Minerva's move to a different firm.

Discussion

Since September 16, 2012, Julie Minerva has worked for SBFCA on matters relating to federal policy and advocacy. Specifically, she has represented SBFCA and has maintained regular contact on SBFCA's behalf with federal agencies, the U.S. Congress and the Executive Branch on issues that impact SBFCA, including federal funding and documents being submitted by SBFCA to federal agencies.

Ms. Minerva's efforts have been instrumental in two remarkable accomplishments for the Agency: the expedited Section 408 approval for the FRWLP and federal authorization of the Sutter Basin Pilot Feasibility study under WRRDA 2014. Ms. Minerva has also played a role in navigating Section 106 issues regarding Native American cultural resources, as well as many other federal policies and laws that impact SBFCA's goals and objectives. Now that the federal project is authorized, Ms. Minerva is currently advocating for federal appropriations for the design and construction of the federal project, and continues to advise SBFCA on key federal policies and legislation.

Ms. Minerva will provide the same services through her new employer (Carpi & Clay) as was provided through her prior employer (Manatt, Phelps & Phillips). The proposed agreement maintains the same cost structure as the former agreement.

Fiscal Impact

The proposed agreement is included within current board approved 5-year budget (budget account 731-99-5001/6001-66552). As a result, there is no net budgetary impact resulting from board approval of the recommended action.

Attachments

Professional Services Agreement with Carpi & Clay

AGREEMENT FOR SERVICES
BETWEEN THE SUTTER BUTTE FLOOD CONTROL AGENCY
AND CARPI & CLAY, INC.

This agreement is made on February 1, 2016 by and between the Sutter Butte Flood Control Agency, a California joint powers agency, located at 1441 Garden Highway, Yuba City California 95991, hereinafter referred to as "SBFCA", and Carpi & Clay, Inc., a California corporation, located at 1 Massachusetts Avenue NW, Suite 330, Washington, DC 20001, hereinafter referred to as "Consultant".

- A. SBFCA is in need of continued legislative guidance and Federal advocacy relating to flood damage reduction projects and public safety efforts.
- B. Consultant is qualified to provide such services.
- C. The parties desire by this agreement to establish the terms for SBFCA to retain Consultant to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Description of Services

Consultant will provide the following services:

- a. Represent SBFCA before the United States Congress and Administration on matters related to flood risk reduction and public safety.
- b. Maintain regular contact with federal agencies including, but not limited to, the US Army Corps of Engineers, Assistant Secretary of the Army, the Federal Emergency Management Agency and the White House Counsel on Environmental Quality.
- c. Identify and analyze legislative and administrative issues concerning the US Congress, the Administration and other national organizations that impact SBFCA.
- d. Identify and pursue, as directed by SBFCA, any federal funding and or/grant opportunities that may be beneficial to SBFCA.
- e. Schedule targeted meetings during SBFCA advocacy trips to Washington, DC with SBFCA's congressional delegation, federal agencies, national organizations, and any other instrumental persons or entities that may help facilitate SBFCA's goals.
- f. Assist with briefing materials, review and comment on written documents being prepared for submission to federal agencies and/or Congress; serve as the appropriate liaison and conduct follow-up work to obtain favorable considerations of the proposals.

- g. Inform SBFCA's staff on federal issues of concern or opportunities to be explored that have consequences for SBCA and communicate on a regular basis.
- h. Provide technical information and analyses that are useful for correspondence between SBFCA's staff, elected officials, Members of Congress and federal agencies.
- i. Regularly interact with federal representation on topics of mutual interest to Sutter and Butte counties, the California Department of Water Resources, the United States Army Corps of Engineers and other entities that may advance SBFCA goals.

2. Payment for Services

The Sutter Butte Flood Control Agency shall pay Consultant an \$8,000 per month retainer for the services outlined above. The retainer includes all usual office administrative and overhead expenses and one meeting per year in California.

3. Term and Termination

This Agreement shall continue in full force and effect from February 1, 2016 until it is terminated. Either party may terminate this Agreement with 30-days written notice.

4. Standard of Care

Consultant's services will be furnished in accordance with generally accepted practices and principles. Consultant makes no other warranty, either expressed or implied, as to its findings, recommendations, professional advice or results.

5. Assignment

Consultant shall not assign, sublet or transfer this agreement or any rights under or interest in this agreement without the written consent of SBFCA which may be withheld for any reason.

6. Status of Consultant

Consultant shall perform the services provided herein in Consultant's own way as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of SBFCA.

Consultant is an independent contractor of SBFCA. The payment made to Consultant pursuant to the contract shall be the full and complete compensation to which Consultant is entitled. SBFCA shall not make any federal or state tax withholdings on behalf of the Consultant. SBFCA shall not be required to pay any workers' compensation insurance on behalf of Consultant.

7. Integration

This agreement represents the entire understanding of SBFCA and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This agreement may not be modified or altered except in writing signed by both parties.

8. Laws and Venue

This agreement shall be interpreted in accordance with the laws of the District of Columbia. Any dispute between the parties related to or arising out of this agreement shall be resolved exclusively through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in Washington, DC.

9. Notice

Any notice or instrument required to be given or delivered by this agreement may be given or delivered by depositing the same in any United States Post Office, postage prepaid, addressed to:

Sutter Butte Flood Control Agency
Attention: Mike Inamine
Post Office Box M
Yuba City, California 95991

Carpi & Clay, Inc
Attention: Julie Minerva
1 Massachusetts Ave, NW Suite 330
Washington, DC 20001

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

Sutter Butte Flood Control Agency

By: _____
Mike Inamine, Executive Director

Carpi & Clay, Inc.

By: _____
Julie Minerva



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

February 10, 2016

TO: Board of Directors

FROM: Andrea Clark, Agency Counsel
Seth Wurzel, Budget Manager

SUBJECT: Approval of a Resolution Amending and Restating SBFCA's Defined Benefit Retirement Plan Document

Recommendation

Approve a resolution adopting amended and restated SBFCA defined benefit retirement plan document.

Background

In August 2011, as part of the recruitment of the Director of Engineering (at the time, Mike Inamine), the Board established a retirement program. The program consists of two plans, a deferred compensation plan (pursuant to Internal Revenue Code section 457) and a profit sharing plan (pursuant to Internal Revenue Code section 401(a)).

The profit sharing plan document is based on a prototype document that is pre-approved by the IRS and designed for use by private, non-governmental employers. Legal counsel modified the document for use by SBFCA, as a governmental agency. The provisions of the Employee Retirement Income Security Act (ERISA) and certain provisions of the Internal Revenue Code (the "Code") do not apply to plans sponsored by governmental agencies.

The IRS requires that all tax qualified retirement plans be periodically updated for changes in applicable law and regulations. Updates are typically required every 5-6 years. Legal counsel and SBFCA's Third Party Administrator have prepared an updated profit sharing plan document by modifying the pre-approved, prototype plan document for use by SBFCA. SBFCA has been advised that this is a more efficient and cost effective approach, as opposed to having legal counsel draft a custom profit sharing document for SBFCA. Given the approach of following the regular update schedule for a pre-approved IRS plan, SBFCA should expect, in the future, to update its plan in the same fashion every 5-6 years.

The updated profit sharing plan, in draft form, is attached to the accompanying resolution. The updated document reflects changes in the applicable law and regulations that have become effective since the profit sharing plan was originally adopted in 2011, and incorporates required changes that were previously attached as amendments to the prototype plan document.

In order to keep the profit sharing plan up to date and in compliance with the Code, the SBFCA Board must approve and adopt the updated plan document. The attached resolution approves

and adopts the restated profit sharing plan document and authorizes the Trustees to take all actions reasonably necessary to implement the restated plan. The restated profit sharing plan does not include any changes to plan features or benefits, or changes to the amount of contributions by SBFCA.

SBFCA's legal counsel and the Third Party Administrator recommend that the Board approve and adopt the restated profit sharing plan document to keep the plan in compliance.

Fiscal Impact

The approved 5-Year budget includes an annual appropriations for the administration of SBFCA's employee benefits program. The cost associated with the preparation of the restated plan documents are covered within the annual administration costs included within the approved budget. As a result, there is no net budgetary impact resulting from board approval of the recommended action.

Attachment

RESOLUTION NO. 2016-01

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SUTTER BUTTE FLOOD CONTROL
AGENCY APPROVING AN AMENDED AND
RESTATED PROFIT SHARING PLAN**

WHEREAS, in August 2011 the Sutter Butte Flood Control Agency (the “Agency”) established the Sutter Butte Flood Control Agency Profit Sharing Plan (the “Plan”) pursuant to the applicable provisions of Internal Revenue Code section 401(a); and

WHEREAS, in order to ensure that the ongoing administration of the plan conforms to applicable law, the Agency desires to amend and restate the plan document.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

The appropriate officers of the Agency be, and they hereby are, authorized and directed to execute the Plan on behalf of the Agency;

The Executive Director, Board Chair and General Counsel are hereby retained as the Trustees of the Plan; and,

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

PASSED and ADOPTED this 10th day of February, 2016, by the Board of Directors of the Agency by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BOARD CHAIR

ATTEST: SARAH MODESTE,
CLERK OF THE BOARD

APPROVED AS TO FORM: GENERAL COUNSEL

SUTTER BUTTE FLOOD CONTROL AGENCY PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

January 1, 2016

SUTTER BUTTE FLOOD CONTROL AGENCY PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

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INTRODUCTION

Sutter Butte Flood Control Agency (the "Company") established the Sutter Butte Flood Control Agency Profit Sharing Plan (the "Plan") effective January 1, 2011. This Summary Plan Description describes the Plan as restated effective January 1, 2016.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are employed by Sutter Butte Flood Control Agency or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employees:

Any employee who is included in a unit of employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.

Any employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.

Profit Sharing Contributions

You will become a Participant with respect to Profit Sharing Contributions on the a) first day of the first month of the Plan Year or b) first day of the seventh month of the Plan Year coincident with or next following the date you attain age 21 and you complete two (2) Years of Eligibility Service, provided that you are an Eligible Employee on that date.

Special Participation Rule

If you were employed as an Eligible Employee with the Company on September 6, 2011, effective September 6, 2011, you were immediately eligible to participate in the Plan.

Computing Service

With respect to eligibility to receive Profit Sharing Contributions, "Year of Eligibility Service" means an Eligibility Computation Period during which you complete at least 1,000 hours of service.

"Eligibility Computation Period" means a 12-consecutive month period beginning with your first day of employment. Any succeeding Eligibility Computation Period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Company (however, numerous exceptions and special rules apply).

All eligibility service with the Company is taken into account except the following:

A "One-Year Break in Service" means an Eligibility Computation Period during which you are credited with 500 or fewer hours of service (special rules exist for absence from work for maternity or paternity reasons).

If you do not have any nonforfeitable right to the Account balance derived from Company contributions, service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing eligibility service (this is referred to as the "rule of parity").

Years of service will be treated as service with the Company for eligibility purposes for the following employer(s) subject to any listed limitations: Kennedy-Modeste Communications for all eligibility purposes.

CONTRIBUTIONS TO THE PLAN

Account

"Account" means all of the contributions, of whatever type, made to the Plan for a Participant, including the earnings and losses on those contributions.

Profit Sharing Contributions

The Company may, in its sole discretion, make a Profit Sharing Contribution to the Plan on your behalf. You will be eligible to receive an allocation if you have completed at least one (1) hour of service during the Plan Year.

Profit Sharing Contributions will be allocated to the Profit Sharing Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such contributions will be allocated in an amount designated by the Company to be allocated to each eligible Participant.

If you become disabled, you will still be eligible to share in Profit Sharing Contributions on the basis of the Compensation you would have been paid if you had been paid at the rate of Compensation paid immediately before becoming disabled. If you receive a Profit Sharing Contribution on account of a disability it will be fully vested when made and such contributions will stop on the first to occur of the following:

- (1) the last day of the Plan Year in which occurs the first anniversary of the date the Plan Administrator determines that your disability began;
- (2) the date you are no longer disabled;
- (3) the date you refuse to submit to a periodic examination by the Company or its agent to determine the existence of a disability; or
- (4) the date you die.

Rollovers

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account. In general, any eligible rollover distribution will be accepted by the Plan; however, the Plan Administrator may establish procedures that regulate the method by which Rollover Contributions will be accepted.

Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, you or your survivors may be eligible to receive contributions, benefits and service credit if you die or become disabled while performing qualified military service.

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$53,000 in 2016). In addition, contributions cannot exceed 100% of your total Compensation.

Compensation

"Compensation" means wages that are shown as taxable wages on your IRS Form W-2. For any self-employed individual, Compensation will mean earned income. Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for your employer. Compensation will also include any amount you elect to defer on a tax-preferred basis to any Company benefit plan. For purposes of Profit Sharing Contributions, Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

No more than \$265,000 (in 2016) of Compensation may be taken into account in determining your benefits under the Plan.

Compensation is determined over the Limitation Year ending with or within the Plan Year. For Employees whose date of hire is less than 12 months before the end of the designated 12-month period, Compensation will be determined over the Plan Year.

VESTING

Rollover Contribution Account and Profit Sharing Contribution Account

You are always fully (100%) vested in your Rollover Contribution Account and Profit Sharing Contribution Account.

DISTRIBUTIONS

Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to Disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Late Retirement. If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. You may elect to have the Plan Administrator begin the distribution of your benefit at any time after reaching your Normal Retirement Age (even if you are still working) by providing the Plan Administrator with a written election that you want your benefits to begin.

Death. If you die, your beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Normal Retirement Age

"Normal Retirement Age" means the later of: (i) the date you reach age 65, and (ii) fifth Years of Eligibility Service (see the section regarding "Computing Service" for more information on what is a Year of Eligibility Service).

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death your Account will be distributed in a lump sum payment. This is your normal form of payment. Payment of your vested Account may start as soon as administratively feasible after the end of the Plan Year and after all contributions have been allocated to all Participant Accounts relating to the Plan Year in which your Account balance becomes distributable. Your Account is payable in cash or as an in-kind distribution. If you do not choose a form of payment, the payment will be made in the form of a lump sum distribution.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death unless an election is made by your beneficiary to receive distributions in accordance with (1) and (2) below:

(1) Distributions may be made over the life or over a period certain not greater than the life expectancy of the beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;

(2) If the beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item (1) above will not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

Cash Out

After your termination of employment with the Company, if the vested amount of your Account (excluding rollovers) does not exceed \$1,000 (or such lesser amount as determined by the Plan Administrator), your vested Account balance will be distributed directly to you in cash. If the vested amount of your Account balance is more than \$1,000 (or such lesser amount as determined by the Plan Administrator) but less than \$5,000, your vested Account will be distributed from the Plan. You may either elect to receive this distribution in cash or to roll over the distribution to an individual retirement account (IRA) or the qualified plan of your new employer (but only if your new employer's plan allows such rollovers). However, if you do not timely return your election forms, the Plan Administrator will transfer your vested Account to an IRA established in your name; unless the distribution occurs after the Required Beginning Date. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees and expenses related to the establishment of the IRA will be paid by the Plan Sponsor. All fees and expenses incurred after the IRA is established will be deducted from the IRA. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual

retirement plan please contact the Plan Administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this Summary Plan Description.

If the vested amount of your Account exceeds \$5,000, you must consent to any distribution of your Account. However, the Plan Administrator will commence distribution of your vested Account balance without your consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 70-1/2 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

Beneficiary

You have the right to designate, in a written form acceptable to the Plan Administrator, one or more primary and one or more secondary beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole beneficiary unless he or she consents to the designation of another beneficiary. You may change your beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a beneficiary, or in the event that all designated primary and secondary beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

A beneficiary designation to a spouse shall be automatically revoked in the following circumstances: divorce or death involving 'foul play'.

IN-SERVICE DISTRIBUTIONS

In-service Distributions upon Normal Retirement Age

In-service distributions may be made upon attainment of Normal Retirement Age. These distributions can be made from the following Accounts: all accounts.

Withdrawals at Any Time

You may receive a distribution from your Rollover Contribution Account at any time.

Rules Regarding In-service Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the valuation date as of which such withdrawal is made. Such distributions will be paid in cash or in kind. Only Employees are eligible to receive in-service distributions.

INVESTMENTS

Participant Self Direction

In General. The Plan Administrator allows you to direct the investment of all of your Accounts. The Plan Administrator may also permit the Trustee to establish self-directed brokerage accounts on your behalf. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self-direction.

Investment Elections. You may direct the percentage of your Accounts to be invested in one or more of the available investment funds. Your elections will be subject to such rules and limitations as the Plan

Administrator may prescribe. After your death, your beneficiary may make investment elections as if the beneficiary were the Participant. However, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

Qualifying Employer Securities

The Trustee may not invest the assets of the trust fund in "qualifying employer securities" or "qualifying employer real property".

Voting Rights

You may direct the Trustee as to the exercise of voting rights with respect to your allocable share of any investment in the Trust Fund that allows or requires voting. The Trustee will provide or direct you to where you can find notices, prospectuses, financial statements, proxies and proxy soliciting material relating to such investment. The Plan Administrator will provide you with voting forms and instructions. Your instructions will remain in the strict confidence of the Trustee. Any investments for which no instructions are received by the Trustee within such time specified by notice and, unless otherwise required by applicable law, any shares which are not allocated to Participants' Accounts are voted by the Trustee in the same proportion that the shares for which instructions are received are voted.

Valuation Dates

Accounts are valued Last Day of the Plan Year or any other date(s) as directed by the Plan's Trustee(s). The Plan Administrator may in its sole discretion declare a special Valuation Date for that portion of the Plan that is not daily-valued in extraordinary situations to protect the interests of Participants in the Plan or the Participant receiving the distribution. Such extraordinary circumstances include a significant change in economic conditions or market value of the Trust Fund.

SPECIAL TOP-HEAVY RULES

Minimum Allocations

If the Plan is Top-Heavy, the Company will generally allocate a minimum of 3% of your Compensation to the Plan if you are a Participant who is (i) employed by the Company on the last day of the Plan Year and (ii) not a key employee.

Note that if you are covered by a collective bargaining agreement you will not share in Top-Heavy minimum allocations, provided retirement benefits were the subject of good faith bargaining.

Minimum Vesting

If you complete an hour of service while this Plan is Top-Heavy, all of your Accounts will be 100% vested and nonforfeitable.

CLAIM PROCEDURES

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under United States Department of Labor regulations.

Statute of Limitations

The Plan has a contractual statute of limitations as follows: no civil action may be brought by a participant or beneficiary to recover benefits under the terms of the plan, to enforce rights under the plan or to clarify rights to future benefits under the plan, more than one year after the date that the participant's or beneficiary's administrative claim is finally denied and all appeals have been exhausted under the Plan's claims review procedures. The venue for all actions brought against the Plan shall be in the state of California.

MISCELLANEOUS

Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

Disability

Under this Plan, you are disabled if you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

Assignment and Alienation of Benefits

Except as provided below, your Account is held in trust and cannot be assigned and, to the extent permitted by law, is not subject to any form of attachment, garnishment, sequestration or other actions of collection. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary.

However, you may lose all or part of your balance:

- pursuant to the terms of a QDRO; or
- to comply with any federal tax levy;

Amendment and Termination

Although the Company intends to maintain the Plan indefinitely, the Company may amend or terminate the Plan at any time in its sole discretion. If any of these actions is taken, you will be notified. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested Account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

Fees

Your Account may be charged for some of the costs and expenses of operating the Plan. Such expenses include the following:

The Plan may charge all Participants for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: a minimum fee of \$150.

The Plan may charge all Participants for the expenses of determining required minimum distributions (if applicable to the Participant) in the following manner: a minimum fee of \$150.

The Plan may charge all Participants for the expenses of receiving an in-service withdrawal (if applicable to the Participant) in the following manner: a minimum fee of \$150.

The Plan may charge all Participants for the expenses of processing a domestic relations order (if applicable to the Participant) in the following manner: a minimum fee of \$650.

The Plan may charge all Participants for the expenses of establishing a brokerage account (if applicable to the Participant) in the following manner: a minimum fee of \$55.

Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Company and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Company's service or to interfere with the Company's right to discharge any employee at any time.

Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Sutter Butte Flood Control Agency.

Address: 1441 Garden Highway, Yuba City, California 95991
Phone number: 530-755-9859
Employer Identification Number: 27-0485936
2. The Plan is a profit-sharing plan. The Plan number is 001.
3. The Plan's designated agent for service of legal process is the head of the agency named in item 1. Any legal papers should be delivered to such person at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.

4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustees are Executive Director, Board Chair and General Legal Counsel. Their principal place of business is the address listed in item 1.
5. The Company's fiscal year and the Plan Year end on December 31.
6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the Plan upon written request to the Plan Administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a plan sponsor, the sponsor's address.



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

February 10, 2016

TO: Board of Directors

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

SUBJECT: Receive and File Monthly Financial Report (December 2015)

Recommendation

We recommend the Board receive and file the December 2015 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 will include the following information:

- **Current Working Capital Position:** 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 financial report reflects the financial information as of December 2015. The information presented is compared to the Final Amended Final 5-Year Budget.

Fiscal Impact

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

Attachment *(To be provided at the Board meeting)*

- Yuba City Finance Department Memorandum, February 10, 2016 re: Monthly Financial Report: December 2015



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

February 10, 2016

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 February 2016 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

Technical memorandums (TM) for the UPRR, Yuba City Raw Water, and Reach 7 Relief Wells were received in late January and are currently under internal and IPE review. The TM's will be used to finalize the designs for the gap closures. Once the designs are complete, staff will begin negotiations with the Joint Venture contractor to see if a fair price can be negotiated and the work completed as a contract change order; if not, the projects will go out to bid.

The design team continues to provide construction support and project closeout services for Project Area C and Project Areas B and D contractor operations. Efforts for the past month have focused on: Project Closeout Report for Project Area C, field instructions, change order reviews, and PG&E and AT&T utility relocation coordination. The design team also continues to support right-of-way acquisition efforts, providing appraisal exhibits, plats and legal descriptions, and coordinating with landowners on utility crossings, relocations and construction access.

Construction Management (Project Areas B, C & D)

Over the past month, the CM and engineering design teams held internal weekly meetings; it was not necessary to hold a meeting with the contractor since very little work is occurring at this time. Weekly coordination calls with Enterprise Rancheria are being held as needed throughout the winter. Select construction work and archeological mitigation will continue throughout the winter during favorable weather conditions. 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 is closing out the financials for the Project Area C construction contract and is completing the Construction Documentation Report with support from the design team.

As of the end of January, the contractor is finalizing Project Area D patrol road construction operations at a few small locations, and installing several utility pipeline crossings. Work on the tailings material berm construction at the very north end of Project D is complete.

Environmental Documentation/Permitting/Cultural Resources

Biological monitoring work during construction activities has reduced considerably this month and will be minimal for the next several months except for minor work that will continue throughout the winter, weather permitting. Mitigation plantings at the Star Bend site will be installed during the winter and the environmental documentation and permitting processes for the Gridley Bridge Erosion Repair Project, Oroville Wildlife Area, and Laurel Avenue Critical Repair Project are all ongoing.

Work and negotiations continue on the cultural resources settlement agreement documents with UAIC to guide future levee improvements in Sutter County, including the gaps projects, Reach 7 relief wells, and levee improvements at Laurel Avenue. Construction in Sutter County will not proceed until the Section 106 documents for Sutter County are amended by the Corps, which is now anticipated to be late spring or early summer of 2016. Staff is working with the Corps and both tribes to ensure uninterrupted construction and respectful treatment of cultural resources.

Right of Way

Right-of-way acquisition for acquiring the remaining property rights needed for 2016 construction in Project Area D have successfully concluded. Right-of-way acquisition for the UPRR and 5th Street gaps work is also ongoing. The right-of-way acquisition process for the Laurel Avenue project has been initiated and a meeting with DWR was held on January 28 to discuss property acquisition protocol under the FSRP program.

State & Local Funding and Coordination

SBFCA continues to work with DWR to prepare a fourth amendment to SBFCA's construction funding agreement. This amendment will provide the remaining funding needed for the balance of the FRWLP1 project. SBFCA has also prepared a draft reimbursement request for the work advanced in areas that are not currently covered by the effective construction funding agreement, but will be once the amendment is finalized. This reimbursement request would be processed by DWR once the amendment becomes effective. The reimbursement request is expected to result in a payment of more than \$11.4 million.

SBFCA is also working with DWR to close-out the FRWLP design funding agreement. SBFCA has received concurrence on the final accounting of the design funding agreement. It is expected that as part of the CFA Amendment No. 4, DWR will transfer approximately \$2.53 million of remaining funding from the Design Agreement to the Construction Agreement. In addition, as part of the Design Agreement closeout process, DWR is expected to release \$1.594 million in retention.

Finally, in addition to this amendment and closeout processes described above, SBFCA has requested additional funding from DWR for work forecasted to be completed during the forthcoming quarter. This request is for approximately \$4.6 million.

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

FRWLP DWR EIP Funding

	<u>Agreement</u>		
	<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	\$0	\$0
Amendment 2	\$14,869,280	\$57,803,791	\$72,673,071
Amendment 3		\$43,861,587	\$43,861,587
Amendment 4 (<i>in process</i>)	-\$2,529,451 [2]	\$43,358,382 [2]	\$40,828,931
TOTAL FUNDING	\$21,339,829	\$201,803,760	\$223,143,589
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		\$13,168,126	\$13,168,126
RET. & FINAL PMT	\$1,594,667 [3]		\$1,594,667
CFA #4 TRUE-UP	\$0	\$11,437,416	\$11,437,416
PMT 8	\$0	\$4,631,686	\$4,631,686
TOTAL PAYMENTS	\$21,339,829	\$124,943,537	\$146,283,367
GRANT BALANCE	\$0	\$76,860,223	\$76,860,223

[1] First Amendments amended scope only.

[2] UFRR Funding Committed, preparation of Amendment 4 is in process. Amendment 4 will reflect a transfer of remaining available funding to the CFA.

[3] Pending DWR closeout of the Design Funding Agreement.

DWR Emergency Response Planning Grant

Staff continues to coordinate with City of Gridley officials on the new generator installation. The new generator has been identified, is in production, and is expected to be delivered by mid-February. Once the generator is installed and all invoices paid, we can complete the grant closeout process. David Ford Engineers is assisting with the administrative tasks required to close out the project, such as preparing invoice packages.

DWR Flood System Repair Program Grant

In January, staff met with DWR to discuss the real estate acquisition process for the Laurel Avenue project. It was agreed that SBFCA would acquire property rights consistent with the Feather River West Levee Project north of this project site. Staff is still waiting on the final Project Agreement to be completed by DWR and expects to receive it soon. DWR is in the process of preparing a project payment to SBFCA which can be finalized once the Project Agreement is completed. The project delivery team continues to hold weekly coordination meetings to advance all aspects of the project including the design which has achieved a 90% design level, environmental documentation, permitting, tribal coordination and right-of-way acquisition processes.

Oroville Wildlife Area (OWA) Flood Stage Reduction Project

The project team continues to work on the design, environmental documentation, and permitting efforts. The team met with DWR and CDFW on January 12 to review and discuss the draft invasive species removal plan and the team is now working on incorporating the review comments. The 65% design plans are on schedule to be completed at the beginning of February and the team continues to make progress on CEQA documentation, the USACE/National Historic Preservation Act Section 106, and on the USFWS/NMFS Biological Assessments. The team was notified by CDFW that the project was not selected to receive funding in their 2016 grant cycle. The team is still awaiting results on the Wildlife Conservation Board grant application which was submitted for the project in September.

Gridley Bridge Erosion Repair Project

Concurrence has been received from DWR and the CVFPB to complete this work as an O&M activity. The design team met with Tom Smith in the field to resolve IPE comments. The meeting went well, and as a result the IPE updated comments, which the design team is currently working to address. The design team also met with Thomas Fossum and Raymond Cooper of Butte County to discuss the project relative to the E. Gridley Road Bridge. The meeting was successful in communicating the elements of the required repairs and the County is in support of the project. Next steps continue to be closing out of comments and preparing final drawings and specifications.

Small Communities Grants

SBFCA staff met with DWR and Sutter County staff regarding application of a Small Community Grant to address flood management issues in the Southern Basin (Sutter County). Comments on the draft guidelines were due on December 28, and were submitted as part of a collective list of comments through the California Central Valley Flood Control Association. Final guidelines are expected to be issued by DWR in the next several months.

Feather River Regional Flood Management Plan

Staff continues work on developing the OMRR&R costs for the Feather River under new State and federal requirements. Concurrently, the State and consultant team are developing costs with input from SBFCA and impacted LMA's.

SBFCA staff and consultants developed scope, schedule and budget for the upcoming kickoff of the Agricultural Floodplain Ordinance initiative.

Sutter Basin Flood Risk Management Project (federal)

SBFCA staff and the Corps Project team met to discuss and investigate key Corps policies that impact timing and implementation of the authorized federal project.

Fiscal Impact

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



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

February 10, 2016

Item 6

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

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

Item 7

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

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

Item 8

TO: Board of Directors
FROM: Mike Inamine, Executive Director
SUBJECT: Report by member and partner agencies

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

Item 9

TO: Board of Directors
FROM: Mike Inamine, Executive Director
SUBJECT: Report on correspondence sent by and received by the Board

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.