



Sutter Butte Flood Control Agency

Board of Directors Agenda - Regular Meeting, September 9, 2026, 1 p.m.
City of Yuba City Council Chambers – 1201 Civic Center Blvd., Yuba City

The agenda is posted in the building of the Sutter Butte Flood Control Agency at 1445 Butte House Road. Suite B, Yuba City. The agenda summary, backup materials, and approved minutes are also posted on the Sutter Butte Flood Control Agency website at sutterbutteflood.org. Materials related to an item on this agenda and submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the office of the Board Clerk at 1445 Butte House Road, Suite B, Yuba City, during normal business hours. In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need, disability related modifications or accommodations to participate in this meeting, please contact the SBFCA office at 530-755-9859 or admin@sutterbutteflood.org. Requests must be made one full business day before the start of the meeting.

County of Sutter

Jeff Stephens
Mike Ziegenmeyer
Alt. Karm Bains
Alt. Jeff Boone

County of Butte

Bill Connelly
Tod Kimmelshue

City of Yuba City

Marc Boomgaarden
Dave Shaw
Alt. Toni Cole
Alt. Michael Pasquale

City of Live Oak

Jeramy Chapdelaine
Alt. Aaron Pamma

City of Gridley

Bruce Johnson

City of Biggs

Bo Sheppard
Alt. Zach Brown

Levee District 1

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

Levee District 9

Mike Morris
Chris Schmidl

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

AGENDA SUMMARY

REGULAR MEETING/CALL TO ORDER

- Roll Call
- Pledge of Allegiance

PUBLIC COMMENT

Members of the public will be allowed to address the Sutter Butte Flood Control Agency's Board of Directors on items of interest to the public that are within the subject matter jurisdiction of the Board. Any member of the

audience who may wish to bring a matter before the Board that has not been placed on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.

CONSENT CALENDAR

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

1. Approval of the Minutes for the August 12, 2026 Regular Board Meeting
2. Approval of Plans and Consideration of Award of the Oroville Wildlife Area Thermalito Recreation Improvements Project Landscaping Contract (Contract No. 02-2026-OWAP) to Diamond Construction.

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

3. Receive and File Monthly Financial Reports
4. Presentation and File Program/Project Update

ADJOURNMENT

The next regularly scheduled Board of Directors meeting will be held on Wednesday, October 14, 2026 at 1 p.m.



Sutter Butte Flood Control Agency

Board of Directors Regular Meeting Minutes, August 12, 2026 1 p.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 Butte:	Bill Connelly, Tod Kimmelshue
County of Sutter:	Jeff Stephens, Mike Ziegenmeyer
City of Yuba City:	Marc Boomgaarden, Michael Pasquale
City of Biggs:	Bo Sheppard
City of Gridley:	Bruce Johnson
Levee District 9:	Mike Morris, Chris Schmidl
Levee District 1:	Charlie Hoppin, Gary Marler

MEMBERS ABSENT: Jeramy Chapdelaine, Al Montna

STAFF PRESENT: Michael Bessette, Executive Director; Chris Fritz, Director of Engineering, Agency Counsel, Brian Hamilton; Sean Meyers, Budget Manager, and Terra Yaney, Board Clerk

MEETING/CALL TO ORDER

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

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

1. Approval of the Minutes for the June 10, 2026 Regular Board Meeting
2. Approval of Task Order 9 Amendment No. 3 with ECORP Consulting Inc. for Environmental Construction Support for the Tudor Flood Risk Reduction Project

A motion to approve the Consent Calendar was made by Chris Schmidl and seconded by Bruce Johnson. The motion passed with no objection. The Consent Calendar was approved as follows:

• Marc Boomgaarden- yes • Bill Connelly- yes • Charlie Hoppin- yes • Bruce Johnson - yes • Tod Kimmelshue-yes • Gary Marler - yes	• Mike Morris - yes • Michael Pasquale - yes • Chris Schmidl– yes • Bo Sheppard – yes • Jeff Stephens - yes • Mike Ziegenmeyer - yes
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No public Comment. The entire discussion and presentation is available on the SBFCA website at: <http://sutterbutterflood.org/board/meetings-agendas/>

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

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

Budget Manager Sean Myers presented the monthly financial reports for May 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/>

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

Executive Director Michael Bessette gave a presentation by outlining the recent and ongoing activities of the agency. He provided an update on Tudor Flood Risk Reduction project, reporting that the contractor has begun the second construction season. Current work includes the completion of the 36' drainage pipe as well as the levee reconstruction. Once the levee regrading work is completed they will begin the work for the two 20" pipe installations, as well as the excavation work at the pipe outfall structure. He also reported that the contractor is completing the required submittals for the two pipe installations, which are scheduled to be installed this year.

Mr. Bessette reported that the project team continues to advance the design and permitting work for the Sutter Bypass East Levee repairs. The team has completed the 100% design submittal package and distributed it to the reviewing agencies and all review comments have been addressed. He reported that staff continues to advance the Section 408-approval effort while coordinating with both USFWS and CDFW on the construction approach for the reach adjacent to the Sutter National Wildlife Refuge. In addition, staff is coordinating with CalOES and DWR to prepare and submit and new (or updated) funding application under FEMA's BRIC program.

It was reported that the OWA Robinson's Riffle Restoration project is advancing. The 100% design plans are now complete and the project team is coordinating with the various federal and state regulatory agencies to acquire the approvals and permits required for construction. We anticipate going out to bid on the project in the fall of 2026 and beginning construction in 2027.

It was reported that we had a successful and well attended groundbreaking for the OWA Thermalito Afterbay Boat Ramp and Campground project. SBFCA Board member Bill Connelly spoke along with Congressmen James Gallagher and Mike Thompson, with representatives from WCB, DWR and CDFW. FERC approved the in -water work on July 23 and now the contractor, R&R Horn, has full approval for all contract work.

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

PUBLIC COMMENT

None

ADJOURNMENT

With no further business coming before the Board, the meeting was adjourned at 1:22 p.m.

ATTEST BY: _____

Terra Yaney, Board Clerk

Board Chair



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

September 9, 2026

TO: Board of Directors

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

SUBJECT: Approval of Plans and Consideration of Award of the Oroville Wildlife Area Thermalito Recreation Improvements Project Landscaping Contract (Contract No. 02-2026-OWAP) to Diamond Construction.

Recommendations

1. Approve the Landscaping Plans for the Oroville Wildlife Area Thermalito Recreation Improvements Project Landscaping Contract (Contract No. 02-2026-OWAP).
2. Authorize the Executive Director to award and execute a contract for the Oroville Wildlife Area Thermalito Recreation Improvements Project Landscaping Contract (Contract No. 02-2026-OWAP) to Diamond Construction in the amount of \$132,300.00.
3. Authorize the Executive Director to take any and all actions reasonably necessary to complete the work described in the contract, including the approval of minor contract amendments that, in the judgment of the Executive Director, will not materially alter the purpose of the contract or increase the total compensation due under the contract by more than \$13,230.00 (10%), and to issue monthly progress payments to the contractor.

Background

Continuing with SBFCA's work on the Feather River West Levee Project and associated Oroville Wildlife Area Project, SBFCA has received grants from both California Wildlife Conservation Board (WCB) and California Department of Fish and Wildlife (CDFW) for construction of recreation improvements at the Thermalito Afterbay Outlet. The work includes the design, permitting, and construction of a new boat ramp and campground adjacent to the Thermalito Afterbay Outlet. The site improvements include two new concrete boat launches (one double wide launch for motorized boats and one for non-motorized boats), a 25-unit primitive campsite with asphalt vehicle spurs and gravel spaces, asphalt access and parking, and a new 3,200-footlong multi-use trail. Various amenities are also planned for the site including two restroom facilities, picnic tables, trash receptacles, and site signage.

A major and vital component of the recreational improvements are the landscaping features, which will provide important overhead canopy/shade and screening for the campground and day use areas, in addition to mitigating for a small portion of habitat impacted by the Project along the Feather River. The landscaping components consist of the installation of a commercial grade temporary irrigation system (a drip emitter system), the planting of approximately five hundred eighty-three (583), one (1) gallon plants in pre-determined, pin flagged locations, and the installation of metal, welded wire (14 gauge) browse protection cages. The landscaping work also includes regular maintenance of the plantings, including weekly irrigation from April through October, irrigation system repairs, and management of invasive weeds to ensure plant survival.

Bids for the Oroville Wildlife Area Thermalito Recreation Improvements Project Landscaping Contract (Contract No. 02-2026-OWAP) were requested from contractors in August 2028. Two bids were received, with the results as follows ranked by lowest bid:

<u>Rank</u>	<u>Contractor</u>	<u>Total Bid Price</u>
1.	Diamond Construction	\$132,300.00
2.	Dawson Landscaping	\$543,299.60

The cost estimate for the project is \$160,000.00. Staff has confirmed with the Contractor's State License Board that Diamond Construction, the low bidder, holds a current and proper license to legally perform the work and is in good standing.

Fiscal Impact

In June 2025, the Board has adopted a budget with projections through June 2028 ("Final Amended 2023-28 Budget") that includes sufficient budget authority to execute the contract consistent with staff's recommendation. The budget includes sufficient funding (within expenditure accounts 731-99-700(8,9)-65744) for the landscaping costs and recommended 10% contingency. Finally, the proposed services are included within the current planned cost estimates for the Oroville Wildlife Area Thermalito Rec improvements. There is no net impact to the currently approved budget as a result of Board's approval of the recommended action.

Attachment: Construction Services Contract

CONSTRUCTION SERVICES CONTRACT

Contract No. 02-2026-OWAP

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of September, 2026, between Sutter Butte Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter referred to as SBFCA, and Diamond Construction, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Governing Board of said SBFCA heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and did approve and adopt said plans and specifications; and

WHEREAS, the Governing Board of SBFCA did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing Board of said SBFCA within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of SBFCA publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of SBFCA, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefor.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

1. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement: the Agreement Form; the Plans and Drawings; the Standard Forms; the Scope of Work for Landscaping Services and accompanying Exhibits; and all supplemental Agreements covering alterations, amendments, or extensions to the Contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

2. SCOPE OF WORK

The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 02-2026-OWAP, as described in the Scope of Work for Landscaping Services, as provided for and set forth in the Contract Documents.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer of SBFCA, or the Engineer's authorized agent or assistant, who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Contract Documents, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Contract Documents.

3. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Specifications shall have the same meaning and intent in this Agreement.

4. COMPLETION

Said work shall be completed and ready for acceptance by December 31, 2027.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as provided in the Contract Documents.

5. PAYMENT

Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified.

SBFCA agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: \$132,300.00.

With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under this provisions of the Contract Documents, SBFCA shall charge any sum of money against Contractor, SBFCA shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from SBFCA. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay SBFCA's charges against Contractor, SBFCA shall have the right to recover the balance from Contractor or its sureties.

7. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the Clerk of the Governing Board.

This is a construction project in accordance with Section 1771.5 of the California Labor Code. This Contract is subject to: (1) Federal Labor Standards Provisions as required by the Davis-Bacon Act and other applicable Federal requirements, (2) Equal Employment Opportunity requirements pursuant to Executive Order 11246, and (3) Minority Business Enterprise (MBE) development pursuant to Executive Order 12432.

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor or as determined by the Director of the California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770, and following, of the California Labor Code.

A copy of the minimum wage rates, as established by the U.S. Secretary of Labor, and copies of the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, are on file at the office of the Clerk of the Sutter County and Butte County Boards of Supervisors, at the addresses provided in the Notice to Contractors or on the internet at <http://www.dir.ca.gov/OPRL/PWD>.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and by the U.S. Secretary of Labor.

8. INSURANCE

The Contractor shall carry and maintain at all required times such public liability, property damage and contractual liability, auto, Workers' Compensation, Builders' Risk Insurance, and such other insurance as required by the General Specifications and Special Provisions, including in the specified coverages, amounts and durations.

9. WORKERS' COMPENSATION CERTIFICATION

By execution of this Agreement, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

10. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the Agency and hold harmless the Agency, State of California Department of Water Resources, Caltrans, California Department of Fish and Wildlife, their officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract and shall arise immediately upon tender by the Agency to the Contractor in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than the Contractor are responsible for the claim does not relieve the Contractor from its separate and distinct obligation to defend hereunder. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the indemnified party, the Contractor may submit a claim to the Agency for

reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

11. NO WAIVER OF REMEDIES

Neither the inspection by SBFCA or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SBFCA, nor any

extensions of time, nor any position taken by SBFCA or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to SBFCA or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and SBFCA shall have any and all equitable and legal remedies, which it would in any case have.

12. NON-DISCRIMINATION IN EMPLOYMENT

A. CONTRACTOR shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices that CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

13. CERTIFICATION OF NON-DEBARMENT

Reference Government Debarment and Suspension (49 CFR Part 29)

The Contractor certifies, by acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a Federally funded contract by any Federal department or agency. It further agrees by executing this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

14. UNFAIR COMPETITION

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

“In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

15. CHILD AND FAMILY SUPPORT OBLIGATIONS

It is the policy of the State of California, as stated in Public Contract Code Section 7110, that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. In compliance with Section 7110, the Contractor, by his or her signature on this Agreement: 1) acknowledges that the Contractor is aware of the state policy identified herein; and 2) the Contractor, to the best of his or her knowledge, is fully complying with, and will continue to fully comply with, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the State Employment Development Department.

16. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of SBFCA first obtained.

17. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely between SBFCA and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

18. MISCELLANEOUS PROVISIONS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of SBFCA in the same manner as if such parties had been expressly named herein.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

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

Sutter Butte Flood Control Agency
a Joint Powers Agency of the
State of California

By: _____
Executive Director

CONTRACTOR

By: _____
Authorized Representative

Print

Forms Approved by SBFCA Counsel

Title

Agency Counsel

EXHIBIT A

Task	Unit	No. Units	Unit Cost	Total
Construction Phase				
Irrigation Materials	Lump	1	\$41,500.00	\$41,500.00
Installation of Irrigation System	Lump	1	\$29,000.00	\$29,000.00
Installation of Plants	Plant	600	\$17,500.00	\$17,500.00
Plant Est. Period - 1 Year of Maintenance				
Irrigation Operation (Weekly: April - October)	Events	30	\$16,500.00	\$16,500.00
Site Weeding (1 Year)	Events	6	\$3,300.00	\$3,300.00
Irrigation Repairs	Lump	1	\$5,000.00	\$5,000.00
Herbivory - Plant Cages & Installation	Cage	600	\$19,500.00	\$19,500.00
Grand Total				\$132,300.00



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

September 9, 2026

TO: Board of Directors

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

SUBJECT: Receive and File Monthly Financial Reports (June and July 2026)

Recommendation

Staff recommends that the Board receive and file the June and July 2026 Financial Reports and receive staff's monthly financial report update.

Background

Staff will provide a brief presentation of SBFCA's current financial position and financial activities at the Board meeting and will be prepared to answer any questions. For this report, staff is presenting financial information for June and July 2026. Staff's oral presentation will cover the financial activities of the Agency through July 30, 2026.

The monthly financial reports include the following information:

- Current Working Capital Position: The reports provide an update as to the liquidity of the Agency and ability to cover current obligations. This information is presented within the monthly financial reports prepared in coordination with Yuba City finance staff. The current and past months' financial reports reflect the financial information as of June and July 2026. The information presented is compared to the Final Amended Final Budget for 2025/26.

Fiscal Impact

This is an informational item with no fiscal impact.

Attachments

(Note – Monthly Financial Report is not available prior to finalization of the Agenda Packet – Monthly Financial Report will be provided and made available prior to the start of the Board Meeting.)



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

September 9, 2026

TO: Board of Directors

FROM: Michael Bessette – Executive Director

SUBJECT: Receive and File Program/Project Update Report

Recommendation

Receive and file the September 2026 Program/Project update report.

Background

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

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

The contractor has completed the installation and testing of the 36" at-grade drainage pipe and is working on levee regrade operations. The dewatering wells which have been operating for the past several months have been removed. Work at the pipe outfall structure is close to completion. With the levee now at the proper elevation the installation of the 20" pressure pipe has begun. The Construction Management team is coordinating potential change orders with the contractor. The Construction Management team is also working with the contractor to complete ongoing quality control work to meet contractual requirements.

Sutter Bypass Critical Levee Repair

The project team has addressed comments received from the reviewers (DWR, USACE, CVFPB, and the Independent Panel of Experts) on the 100% design submittal package. The responses to comments and updated 100% design package is currently being backchecked by the respective reviewers for closeout. SBFCA staff continues to advance the 408-approval effort and also the coordination with both USFWS and CDFW on the construction approach for the reach adjacent to the Sutter National Wildlife Refuge. Formal consultations with USFWS began on June 23 and are in-progress. SBFCA staff is also conducting regular meetings with PG&E to discuss details related to the relocation of their power poles along the toe of the levee. PG&E completed the design for the pole relocation effort and submitted it to our design team for review. In addition, staff is coordinating with CalOES and DWR on federal funding for the construction of the 5.2-mile levee improvement project. Coordination with both DWR and CalOES is ongoing and in July CalOES submitted a new (or updated) funding application under FEMA's BRIC program. SBFCA, Calpine, and DWR continue to dialogue on funding the remainder of the Sutter Bypass East levee repairs and also conducting numerous state advocacy meetings. SBFCA staff is also coordinating with both NCWA and the Floodplain Forward coalition in order to better align the levee improvement work with the various proposed restoration activities being advanced within and adjacent to the Sutter Bypass.

Oroville Wildlife Area (OWA) Robinson's Riffle Project

The OWA Robinson's Riffle Project, a project resulting from the DWR funded planning effort, is advancing and being coordinated with both DWR and the California Department of Fish & Wildlife (CDFW), who are funding the design of the project. The 100% design plans are now complete and the project team is coordinating with the various federal and state regulatory agencies (DWR, CDFW, USACE, USFWS, NMFS, RWQCB, CVFPB, and State Lands Commission) to acquire the approvals and permits required for construction. Late last month DWR notified SBFCA that FERC approval will not be required for this project as it is exempt, so that is very good news. The project team is also coordinating additional outreach activities to private property owners adjacent to the proposed project and other stakeholders. In November 2025, the Wildlife Conservation Board (WCB) granted SBFCA \$31.9

million to fully fund construction of the Robinson's Riffle Restoration Project. We anticipate going out to bid on the project in September and to begin construction in 2027.

The Oroville Wildlife Area Thermalito Afterbay Outlet Boat Ramp and Campground Project

Our contractor, R&R Horn, has fully graded the project site and is working on the new boat ramp. The push-in-place concrete boat ramp will be cast later this month and pushed into the river by early October. Once that work is completed the cast-in-place remainder of the boat ramp will commence. We anticipate that grading work will be completed by mid-September followed by asphalt paving and camp site construction. The vegetation planning component of the project will begin in late September or early October.

City of Oroville Levee Repair Project

City staff are following up on recommendations contained in the U.S. Army Corps of Engineers (USACE) Levee Safety Inspection report completed late last year and presented to the Oroville City Council on February 3rd by USACE staff. USACE provided a briefing to the Oroville Citizen's Advisory Commission at their meeting on April 10. In partnership with Butte County, SBFCA staff continues to provide assistance to the City with developing a flood safety plan specific to the levee reach. In addition, the City submitted a letter request to be included in the USACE Continuing Authorities Program which would result in a feasibility study to analyze deficiencies and recommend repair alternatives. USACE notified us that due to federal budget issues we may not hear back on this request until USACE knows what their program funding looks like under the recently passed federal budget Continuing Resolution. We continue to check in with the Corps' program manager in San Francisco on their budget status.

Feather River Regional Flood Management Planning

The Feather River Regional planning team continues to advance planning efforts in our region. The planning team also continues to coordinate with DWR on the technical work that the State is completing for the 2027 CVFPP update. The funding agreement from the Department of Water Resources (DWR) for this effort continues to fund regional flood risk management planning work and more specifically SBFCA's desire to advance important planning efforts, including; coordination on the 2027 Central Valley Flood Protection Plan (CVFPP) update, advance OMRR&R activities for Cherokee Canal, explore opportunities to fund construction of the Sutter Bypass East Levee and the Yuba City Sediment Removal Projects, participate in FEMA National Flood Insurance Program reform (resulting in a co-sponsored bill in 2025 by Representatives LaMalfa and Garamendi), participate in efforts related to the Oroville Citizen's Advisory Committee and the Oroville Dam Water Control Manual Update, and identify and implement other regional flood risk reduction projects.

Sutter Basin Flood Risk Management Project (federal project)

USACE completed the Integral Determination Report which is the document to approve all the work completed by the non-federal sponsors which is creditable toward the project. SBFCA staff also submitted the required System-Wide Improvement Framework (SWIF) annual progress report to USACE late last year, which ensures eligibility for funding under the PL84-99 rehabilitation program for the Sutter Basin levee system. USACE is also currently updating the Risk Assessment previously completed for the Sutter Basin. SBFCA staff participated in a levee tour with USACE in mid-January, along with the respective levee maintaining agencies (DWR, LD1, and LD9). The Risk Assessment effort continues the week of August 31 and is currently scheduled to finish in the fall of 2026.

Sutter County FEMA Accreditation

Staff continues to coordinate with FEMA and Sutter County on FEMA's remapping of all of Sutter County. Staff has also been monitoring the potential reform changes occurring at the federal level. The existing Flood Insurance Rate maps are currently paper maps and they need to be updated to digital maps. FEMA will also incorporate SBFCA's 100-year FEMA accreditation package for the southern Feather River west levee reaches (Yuba City basin). It is anticipated that the package review and processing period with FEMA will take approximately 3 to 5 years before the proposed mapping changes become effective. SBFCA received additional comments on the proposed accreditation package and submitted responses back to FEMA on July 8. Additional delays have been encountered due to the federal shutdown of the Department of Homeland Security.

State & Local Funding and Coordination >>do we want to include a statement or two in this section about the bond refunding effort?

EIP / UFRR Agreement

SBFCA staff continues to work with DWR to process additional payments and reimbursement requests for various items of work. SBFCA has since received \$2,499,794 for the Emergency Work Retention Release. The last payment received and reported to the Board was in the amount of \$2,060,217 on June 18, 2022, for costs incurred during the 28th, 29th, and 30th. An \$308,156 payment for 31st Quarter was received in December 2024. In February 2023, SBFCA received one FAPS payment totaling \$1,989,855 from DWR for ROW request for a Partial Closeout Retention Release of \$2,668,485. SBFCA and DWR have agreed for an immediate release of \$2,568,486 and SBFCA submitted the formal request for release in June, leaving a remainder of \$100,000 in pending retention until final closeout in 2026. The table below presents the current funding status of the Agency's UFRR Grant.

FRWLP DWR EIP/UFRR 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	[1]	\$0	\$0
Amendment 2	\$14,869,280	[3]	\$57,803,791	\$72,673,071
Amendment 3			\$43,861,587	\$43,861,587
Amendment 4			\$40,828,931	\$40,828,931
Amendment 5	-\$2,529,451	[5]	\$31,730,451	\$29,201,000
Amendment 6	\$0		\$0	\$0
Amendment 7	\$0		\$3,744,017	\$3,744,017
Amendment 8	\$0		\$0	\$0
TOTAL FUNDING	\$21,339,829		\$234,748,777	\$256,088,606.03
<i>Pending [6]</i>	\$0		\$2,568,486	\$2,568,486
TOTAL RECEIVED TO DATE	\$21,339,829		\$230,648,323	\$253,320,120
TOTAL PAYMENTS	\$21,339,829		\$234,648,777	\$255,988,606
GRANT BALANCE	\$0		\$100,000	\$100,000

[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 Requested Payments from DWR.

OWA (CDFW & WCB) Grant Agreements

SBFCA staff is working with the WCB and CDFW to process payments for the ongoing OWA work.

SBFCA submitted and received a ninth quarter package to WCB for the Thermalito Afterbay project, while a 10th and 11th Quarter packages will also be submitted in September. An eighth quarter package for the CDFW SFRA Thermalito Afterbay project was submitted and currently pending payment, while 9th and 10th quarter packages

are on track for submittal in September. The tables below present the funding status of the Agency's WCB Grants and CDFW Grants, respectively.

OWA Thermalito Afterbay Funding

	<u>Agreement</u>		<u>Total</u>
	<u>WCB</u>	<u>CDFW-SFRA</u>	
	Thermo Afterbay	Thermo Afterbay	
Grant Agreement No.	WC-2334CA	G2398072	
Grant Amount	\$4,415,000	\$3,305,756	\$7,720,756
TOTAL FUNDING	\$4,415,000	\$3,305,756	\$7,720,756
<i>Payment Received</i>			
PMT 1	\$58,555	\$129,443	\$187,998
PMT 2	\$125,098	\$57,582	\$125,098
PMT 3	\$115,015	\$103,643	\$115,015
PMT 4	\$57,547	\$101,655	\$57,547
PMT 5	\$118,403	\$45,342	\$118,403
PMT 6	\$114,801	\$41,572	\$114,801
PMT 7	\$51,653	\$71,912	\$51,653
PMT 8	\$46,029		\$46,029
PMT 9	\$82,717		\$82,717
<i>Pending [1]</i>			
PMT 8		\$68,514	\$68,514
PMT 9		\$63,133	\$63,133
PMT 10	\$79,540	\$349,251 [2]	\$428,791
PMT 11	\$69,178 [2]		\$69,178
TOTAL PAYMENTS	\$918,537	\$1,032,049	\$9,309,128
GRANT BALANCE	\$3,496,463	\$2,273,707	\$6,301,150

[1] No payments yet received.

[2] Package to be submitted prior to board meeting.

Additional State Funded Grants

SBFCA has secured and executed work on additional state-funded grants: The Floodplain Management, Protection and Risk Awareness (FMPRA) Robinson's Riffle; CDFW Robinson's Riffle, Regional Flood Management Planning Phase IV and V (RFMP IV and RFMP V); and Sutter Bypass East Levee (SBEL) projects.

SBFCA has formulated and submitted finalized FMPRA Robinson's Riffle packages through the 12th quarter. SBFCA has been in close coordination with DWR to get final approval on all pending costs through the 12th quarter. A retention release package has also been submitted. SBFCA is currently working closely with DWR for payment processing.

The seventh quarter and final CDFW Robinson's Riffle package was submitted in March and all payments from CDFW have been received.

SBFCA is currently formulating the first WCB Robinson's Riffle package to submit to the state for reimbursement. The first package will be finalized and submitted in September.

SBFCA has also received the first through fourth payment requests on the RFMP V grant totaling \$148,556 in payments received. A fifth quarter reimbursement request is currently being formulated for submittal in September.

A tenth reimbursement request package for SBEL was submitted to DWR in December and there are no currently pending payments. Eleventh and twelfth quarter packages are currently being finalized for submittal in September.

State Funding						
	Agreement					Total
	FMPRA Robinson's Riffle	CDFW Robinson's Riffle	WCB Robinson's Riffle	RFMP V	Sutter Bypass East Levee	
Grant Agreement No.	4600015071	Q2296026	WC-2561AH	4600016181	4600014883	
Grant Amount	\$1,484,823	\$2,115,000	\$31,665,922	\$391,500	\$4,000,000	\$39,657,245
TOTAL FUNDING	\$1,484,823	\$2,115,000	\$31,665,922	\$391,500	\$4,000,000	\$39,657,245
Receipts						
Received						
PMT 1	\$99,307	\$117,336		\$35,698	\$112,991	\$365,331
PMT 2	\$77,213	\$156,321		\$30,659	\$123,650	\$387,843
PMT 3	\$94,835	\$158,703		\$44,092	\$201,698	\$499,329
PMT 4	\$88,102	\$222,019		\$38,107	\$103,312	\$451,540
PMT 5		\$285,037			\$51,017	\$336,054
PMT 6		\$351,951			\$66,359	\$418,310
PMT 7		\$451,635			\$166,462	\$618,097
PMT 8					\$131,751	\$131,751
PMT 9					\$111,078	\$111,078
Pending [1]						
PMT 1			\$225,970 [2]			\$225,970
PMT 5	\$183,975			\$29,370 [2]		\$213,345
PMT 6	\$100,699					\$100,699
PMT 7	\$216,731					\$216,731
PMT 8	\$102,365					\$102,365
PMT 9	\$41,790					\$41,790
PMT10	\$32,481				\$151,216	\$183,697
PMT11	\$13,951				\$47,458	\$61,409
PMT12	\$10,748				\$117,173 [2]	\$127,921
PMT13					\$94,758 [2]	\$94,758
Retention Release						
TOTAL PAYMENTS	\$1,062,197	\$1,743,002	\$225,970	\$177,926	\$1,478,926	\$4,688,021
GRANT BALANCE	\$422,626	\$371,998	\$31,439,952	\$213,574	\$2,521,074	\$34,969,224

[1] No payments yet received

[2] Package to be submitted prior to board meeting.

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