



Sutter Butte Flood Control Agency

Board of Directors Agenda - Regular Meeting, March 12, 2025, 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

Jeremy Chapdelaine
Alt. Nancy Santana

City of Gridley

Bruce Johnson

City of Biggs

Bo Sheppard

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 February 12, 2025 Regular Board Meeting
2. Delegation of Authority to the Executive Director to enter into agreements with 5-Star Bank to provide an Irrevocable Standby Letter of Credit to comply with California Department of Fish and Wildlife Incidental Take Permit Security Conditions for the Tudor Flood Risk Reduction Project

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

3. Presentation of Agency Audited Financial Statements and Related Reports for Fiscal Year Ending June 30, 2023
4. Presentation and File Monthly Financial Report
5. Presentation and File Program/Project Update

ADJOURNMENT

The next regularly scheduled Board of Directors meeting will be held on Wednesday, April 9, 2025 at 1 p.m.



Sutter Butte Flood Control Agency

Board of Directors Regular Meeting Minutes, February 12, 2025, 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 Sutter:	Jeff Stephens, Karm Bains
County of Butte:	Tod Kimmelshue, Bill Connelly
City of Yuba City:	Marc Boomgaarden, Michael Pasquale
City of Biggs:	Bo Sheppard
City of Live Oak:	Jeremy Chapdelaine
City of Gridley:	Bruce Johnson
Levee District 9:	Mike Morris, Chris Schmidl
Levee District 1:	Drew Stresser, Gary Marler

MEMBERS ABSENT: Charlie Hoppin, Al Montna, Dave Shaw

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

MEETING/CALL TO ORDER

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

1. Selection of 2025 SBFCA Chair and Vice Chair

Director Michael Pasquale nominated Director Marc Boomgaarden as the Chair of the 2025 SBFCA Board of Directors. Director Jeff Stephens nominated Director Mike Ziegenmeyer as Vice Chair.

A motion to approve the Board Chair nomination was made by Director Michael Pasquale and seconded by Director Karm Bains. A motion to approve the Board Vice Chair nomination was made by Director Jeff Stephens and seconded by Director Tod Kimmelshue. The motions passed with no objection. The motion was approved as follows:

- Karm Bains- yes
- Marc Boomgaarden- yes
- Jeremy Chapdelaine - yes
- Bill Connelly- 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
- Drew Stresser - yes

PUBLIC COMMENT

Bruce Ross, staff for Senator Megan Dahle introduced himself to the board and wanted to let the board know that their office is here to support our agency's goals.

CONSENT CALENDAR

2. **Approval of the Minutes for the December 11, 2024 Regular Board Meeting**
3. **Approval of Task Order 23 Amendment No. 5 with HDR for Engineering Services related to the Feather River West Levee Project Right-of-Way Work**
4. **Approval of Task Order 5 Amendment No. 2 with R&F Engineering Inc. for engineering services related to the Oroville Wildlife Area Robinson's Riffle Project**
5. **Approval of Task Order 8 Amendment No. 1 with R&F Engineering Inc. for engineering services for the Oroville Wildlife Area Robinson's Riffle Project**
6. **Approval of Amendments to Consultant Agreements for Agency Support for Fiscal Year 2025-26 and fiscal year 2026-27**

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

- Karm Bains- yes
- Marc Boomgaarden- yes
- Jeremy Chapdelaine - yes
- Bill Connelly- 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
- Drew Stresser - yes

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

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

Budget Manager Sean Myers presented the monthly financial reports for November and December and answered questions regarding operating revenue of advanced funding. He also reported that our audit will be presented at the next board meeting. The entire report, along with a PowerPoint presentation is available on the SBFCA website at: <http://sutterbutterflood.org/board/meetings-agendas/>

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

Executive Director Michael Bessette started his presentation by welcoming our new board members Jeremy Chapdelaine and Jeff Stephens. He went onto thank Director Tod Kimmelshue for his service as our 2024 board chair. He continued his presentation by outlining the recent and ongoing activities of the agency.

He reported that the environmental and cultural mitigations are completed on the Feather River West Levee Project 1 and all easement transfers have been recorded.

It was reported that SBFCA's design and environmental teams continue their work on the Tudor Flood Risk Reduction Project. The design team received comments on the 100% submittal package and is working on preparing responses. Staff is coordinating with USACE on the items needed for the 408 approval and a meeting with Colonel Caldwell is scheduled for tomorrow to discuss the urgency of this process. It is anticipated that construction will begin this summer.

He went onto report that the project team continues to advance the design and permitting work for the Sutter Bypass East Levee repairs. The team is currently preparing the application for the USACE 408 approval process.

Staff is coordinating with DWR to pursue federal funding, through a FEMA grant, for the construction of the 5.2-mile levee improvement project. Mr. Bessette went onto report that our project has been selected to receive approximately \$49.9 million through the Building Resilient Infrastructure and Communities (BRIC) program. Coordination with Calpine is taking place which will result in strong federal advocacy support for the project.

He went onto report SBFCA is still assisting the City of Oroville to find other federal programs for funding opportunities. The levee is receiving a one-time inspection by USACE, which will take place in May. He went onto report that the City submitted a letter request to be included in the USACE Continuing Authorities Program. If approved this would result in a feasibility study to analyze deficiencies and recommend repair alternatives.

Mr. Bessette reported that staff is finalizing the planning report for the OWA Robinson's Riffle and completing pre-design and environmental surveys for the preferred alternative. He reported that follow up coordination is also underway with multiple agencies to discuss potential funding opportunities for the construction phase, which could begin as early as summer of 2026.

Lastly, Mr. Bessette report that next month he will be giving a presentation at the Sutter County Museum.

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 1:27 p.m.

ATTEST BY: _____

Terra Yaney, Board Clerk

Board Chair



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

March 12, 2025

TO: Board of Directors

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

SUBJECT: Delegation of Authority to the Executive Director to enter into agreements with 5-Star Bank to provide an Irrevocable Standby Letter of Credit to comply with California Department of Fish and Wildlife Incidental Take Permit Security Conditions for the Tudor Flood Risk Reduction Project

Recommendation

It is recommended that the Board of Directors authorize the Executive Director to execute any all necessary agreements, subject to counsel review and approval, with 5-Star Bank to secure an Irrevocable Standby Letter of Credit to meet California Department of Fish and Wildlife (CDFW) Incidental Take Permit (ITP) security conditions for the Tudor Flood Risk Reduction Project (TFRRP).

Background

SBFCA is required to obtain an ITP from the CDFW because of potential impacts to endangered, threatened, or candidate species as a result of construction of the TFRRP (Attachment A). CDFW imposes a myriad of conditions as part of the issuance of the ITP two of which include the following: 1) The requirement to purchase Covered Species credits from an approved mitigation or conservation bank, and 2) the planting and restoration of habitat for the impacted wildlife as a result of the project. The permit requires that SBFCA may only proceed with construction if these mitigation requirements have been satisfied, or it must ensure that the funding is provided (i.e. Security) to cover the mitigation and restoration requirements. CDFW has identified that an Irrevocable Standby Letter of Credit, issued by a bank, in the form provided by CDFW, (Attachment B) satisfies the Security requirement of the permit.

Discussion

To satisfy the Security requirements, SBFCA reached out to 5-Star Bank and requested a Letter of Expressed Interest to provide the Irrevocable Standby Letter of Credit (reference Attachment C). A Letter of Credit (LOC) is a loan instrument and thus requires the typical documentation and underwriting requirements associated with a loan. In this case, SBFCA would deposit the full amount of the requested LOC, \$192,390, effectively pre-paying the full estimated cost of the credit and habitat restoration plantings as collateral for the LOC. The deposit would serve as 100% collateral for the LOC. Because there is relatively low risk associated with this arrangement, the bank would be providing the LOC at a low cost to SBFCA and serve as the administrator of the LOC pursuant to the terms provided in Attachment A. The cost of the LOC including loan documentation, as noted in Attachment B, totals \$3,136.

5-Star Bank has already advanced this transaction through underwriting and is prepared to open the deposit accounts and prepare loan documentation once SBFCA is able to approve the deposit agreement and loan documentation. The purpose of the action requested by the Board today is to delegate authority to the Executive Director to execute any and all necessary agreements, subject to counsel review and approval, with 5-Star Bank. The attached resolution (Attachment D) provides this authority and would be provided by Staff to 5-Star Bank demonstrating the authority to execute the required agreements. Drafts of the agreements provided by 5-Star

Bank to date are included attached as Attachment E. There are remaining additional agreements and documents to be executed which are currently being prepared by the Bank. Hence the need for delegated authority to the Executive Director to execute all necessary documents for the contemplated transaction.

Fiscal Impact

Approval of the requested action and the documents with 5-Star will obligate SBFCA to deposit funds, \$192,390, effectively prepaying the cost of the Credits and Restoration planting. In addition, SBFCA would need to pay the fee for the LOC and the loan document preparation which is estimated to be \$3,136 to 5-Star Bank. The cost of the mitigation requirements and fees is within the expenditure limits for the remainder of fiscal year 2024-25 and fiscal year 2025-26 included within the Final Amended 2022-28 Budget. Budgets for the various services are included within the Capital Fund (731-7072-67621 to 67624). As a result, there is no net budgetary impact from the Board's approval of the recommended action.

Attachments:

- A. California Endangered Species Act Incidental Take Permit No. 2081-2024-033-02 TUDOR FLOOD RISK REDUCTION PROJECT
- B. Form of Irrevocable Standby Letter of Credit provided by CDFW
- C. Letter of Expressed Interest to provide the Irrevocable Standby Letter of Credit from 5-Star Bank dated February 20, 2025
- D. A resolution by the board of directors of the Sutter Butte Flood Control Agency delegating authority to the Executive Director to execute all documents necessary to obtain an irrevocable standby letter of credit to meet California department of fish and wildlife incidental take permit security conditions for the Tudor Flood Risk Reduction Project
- E. Template Deposit Agreement documents from 5-Star Bank



**California Department of Fish and Wildlife
North Central Region
1701 NIMBUS ROAD
RANCHO CORDOVA, CA 95670-4599**

California Endangered Species Act
Incidental Take Permit No. 2081-2024-033-02

TUDOR FLOOD RISK REDUCTION PROJECT

I. Authority:

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4).

Permittee:	Sutter Butte Flood Control Agency
Principal Officer:	Michael Bessette, Principal Engineer and Executive Director
Contact Person:	Bjorn Gregersen, (916) 782-9100
Mailing Address:	1445 Butte House Road, Suite B, P.O. Box M Yuba City, CA 95992

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **October 31, 2026**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 7.6 of this ITP.

¹ Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill".)

² The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

III. Project Location:

The Tudor Flood Risk Reduction Project (Project) is located in Sutter County, California. The Project is located west of Garden Highway (State Route [SR] 99), north of the Feather River, and northwest of the town of Nicolaus (See Figure 1). The Project Area is defined as a corridor along the levee segment that is approximately 1.65 miles long and generally 200 feet wide, for a total of approximately 43.7 acres. The approximate center of the Project Area is located at latitude 38.90265° N and longitude 121.603502° W within the Honcut Headwaters-Lower Feather River Watershed (Hydrologic Unit Code #18020159).

IV. Project Description:

The Project purpose is to provide public safety by improving the final section of the Feather River West Levee from its confluence with the Sutter Bypass (station 10+00) to just east of SR 99, approximate station 97+00). Project activities include pipe penetration improvements, a berm tie-in embankment, the construction of a cutoff wall, and surficial geometric corrections, grubbing and grading, trench digging, levee road reconstruction, non-native emergent vegetation removal, and other activities.

V. Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u>
1. Giant garter snake (<i>Thamnophis gigas</i>)	Threatened ³

This species and only this species is the “Covered Species” for the purposes of this ITP.

VI. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in the incidental take of individuals of the Covered Species include: grading, leveling, compaction, excavation, the installation of fencing or barriers, the installation and/or construction of temporary Project facilities and structures, general operation of vehicles and heavy equipment, noise, vibration, dust generating activities, and capture and relocation activities (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such potential crushing or entombment from operation of construction vehicles and equipment, capturing and relocating individuals out of harm’s way, dewatering of the Feather River within the work area, flushing snakes out of shelter leading to increased predation risk, as well as temporary adverse effects to water quality from erosion and siltation. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species from relocation of individuals outside of the Project Area. The areas where

³ See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(4)(E).

authorized take of the Covered Species is expected to occur include: roads, levees, and upland and aquatic habitat along the Feather River West Levee (collectively, the Project Area).

The Project is expected to cause the permanent loss of 0.018 acres of habitat for the Covered Species, and temporary loss of 25.5 acres of upland habitat and 0.087 acres of aquatic habitat for the Covered Species (See Figure 2). Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: stress resulting from noise and vibrations from Covered Activities, long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

VII. Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

VIII. Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking, and noise and vibration generating activities that may cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

1. **Legal Compliance:** The Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** The Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 2023010087) certified by Sutter Butte Flood Control Agency on May 18th, 2023, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
3. **LSA Agreement Compliance:** The Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and

Streambed Alteration Agreement (LSAA) (EPIMS Notification No. SUT-51904-R2) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.

- 4. ESA Compliance:** The Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the Feather River West Levee Project Biological Opinion (Biological Opinion No. 08ESMF00-2013-F-0342) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
- 5. ITP Time Frame Compliance:** The Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

6. General Provisions:

- 6.1. Designated Representative.** Before starting Covered Activities, the Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. The Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 6.2. Designated Biologist(s) and Biological Monitor(s).** The Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. The Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, and collecting and handling of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. The Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.
- 6.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid

the unauthorized take of an individual of the Covered Species. The Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. The Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

- 6.4. Education Program.** The Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. The Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 6.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. The Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 6.6. Trash Abatement.** The Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. The Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a

week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.

- 6.7. Dust Control.** The Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. The Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 6.8. Erosion Control Materials.** The Permittee shall prohibit the use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 6.9. Delineation of Property Boundaries.** Before starting Covered Activities along each part of the route in active construction, the Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. The Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. The Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 6.10. Delineation of Habitat.** The Permittee shall clearly delineate the habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 6.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. The Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. The Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If the Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 6.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, The Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.11 of this ITP.

- 6.13. Hazardous Waste.** The Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. The Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.14. CDFW Access.** The Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under the Permittee's control and shall otherwise fully cooperate with CDFW efforts to verify compliance with, or effectiveness of mitigation measures set forth in this ITP.
- 6.15. Refuse Removal.** Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

7. Monitoring, Notification and Reporting Provisions:

- 7.1. Notification Before Commencement.** The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 7.2. Notification of Non-compliance.** The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 7.3. Compliance Monitoring.** The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of once a week during periods of inactivity and after clearing, grubbing, and grading are completed. The Designated Biologist shall conduct compliance inspections to:
- (1) minimize incidental take of the Covered Species;
 - (2) prevent unlawful take of species;
 - (3) check for compliance with all measures of this ITP;
 - (4) check all exclusion zones; and

- (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.

7.4. Quarterly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 7.3 into a Quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Region 2 CESA Desk (R2CESA@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify the Permittee in writing of the new reporting schedule.

7.5. Annual Status Report. The Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year, beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.

7.6. CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.

7.7. Final Mitigation Report. No later than 45 days after completion of all mitigation measures, the Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

7.8. Notification of Take or Injury. The Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (916) 358-2900. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured or damaged and the ITP Number. Following initial notification, the Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

8. Take Minimization Measures: The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. The Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

8.1. Pre-construction Survey. No more than 24 hours prior to the commencement of initial ground disturbance, the Designated Biologist shall survey for the Covered Species within 200-feet of suitable aquatic habitat. The Designated Biologist will provide CDFW with a written report that adequately documents the monitoring efforts within 24 hours of commencement of initial ground disturbance. The Project Area shall be re-inspected by the Designated Biologist whenever a lapse in ground disturbance of two weeks or greater has occurred.

8.2. Seasonal Work Period. All ground disturbing construction activities that occur within 200 feet of Covered Species aquatic habitat shall occur between May 1 and October 1. If construction needs to occur between October 1 and April 30, exclusion fencing is required. Exclusion fencing shall be installed to exclude Covered Species from the construction area prior to September 15 upon approval of CDFW.

- 8.3. Seasonal Work Period Exception.** The Permittee may conduct work between October 2 and October 31, or April 1 and April 30, provided the ambient air temperatures exceed 75 degrees Fahrenheit (F) during work and maximum daily air temperatures have exceeded 75 degrees (F) for at least three consecutive days immediately preceding work. CDFW may consider requests to work outside of the Seasonal Work Period (Condition of Approval 8.2) on an activity-by-activity basis. The Permittee shall submit these requests in writing for review and approval by CDFW 48 hours preceding construction activities. Requests shall include a justification for the request and any additional information CDFW deems necessary.
- 8.4. Covered Species Injury.** If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. The Permittee shall identify the facility before starting Covered Activities. The Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 7.8. Notifications shall include the name of the facility where the animal was taken.
- 8.5. Covered Species Encounters.** When a Covered Species is encountered in the Project Area, the first priority will be to temporally stop activities in the immediate surrounding area that may result in injury, or death of the individual as determined by the Designated Biologist. The Designated Biologist will then assess the situation to select a course of action that will minimize adverse effects on the Covered Species. The Designated Biologist will determine if the appropriate course of action is to avoid contact with the Covered Species and allow it to move out of the Project Area on its own volition to a safe location. The Covered Species shall not be moved solely because it is not moving fast enough, or it is inconvenient for the Project schedule. This protocol only applies to situations where a Covered Species is encountered on the move to a location that contains covered species habitat that will not be damaged or destroyed by the Project.
- 8.6. Capture and Handling.** Uninjured snakes encountered during construction activities shall be allowed to move away from the area on their own volition. Capture and relocation of trapped or injured individuals shall be attempted only by the Designated Biologist with CDFW approval to handle the snakes. The Designated Biologist shall determine whether the animal should be captured and handled and shall minimize capture and handling to the extent feasible as most reptiles will experience stress in response to capture and short-term confinement.
- 8.7. Capture and Relocation Plan.** The Permittee shall develop a Capture and Relocation Plan for the Covered Species and submit it to CDFW for approval 30 days prior to initiating Covered Activities. CDFW will provide a written response within 15 business days of the submittal. The Capture and Relocation Plan shall describe how and where

the Covered Species will be captured and relocated if it becomes necessary to move them to avoid injury or mortality. All capturing and handling shall be conducted by the Designated Biologist with experience and expertise in handling the Covered Species. The Capture and Relocation Plan shall include the name and qualifications of the Designated Biologist responsible for capturing and handling the Covered Species, the methods that will be used to capture and relocate the Covered Species, and a map showing where the Covered Species will be released. The permittee shall quantify the amount, relative location, and quality of suitable habitat (aquatic and terrestrial) for relocation areas, including invasive and non-native species present, available upland burrows, suitable prey items, and potential barriers for movement. The permittee shall also identify a wildlife rehabilitation or veterinary facility that will be used if any captured Covered Species are injured. Relocation areas should be within the same watershed as the Project Area. If a Covered Species is found on the Project Site, the Designated Biologist shall be notified immediately. Covered Species encountered in active construction areas shall be allowed to leave on their own volition. The Designated Biologist shall only relocate the Covered Species if the animal is directly threatened by immediate Covered Activities and the animal is unable to move to a safe area on its own. The Designated Biologist shall only relocate the Covered Species to areas identified in the Capture and Relocation Plan. Relocated animals shall be released as soon as possible. The Designated Representative shall notify CDFW of the incident immediately or no later than noon on the next business day if the incident occurs outside of normal business hours. Notification to CDFW shall be via telephone or email, followed by a written incident report. Notification shall include the date, time, location, and circumstances of the incident.

8.8. Dewatering Aquatic Habitat. The Permittee shall dewater suitable Covered Species aquatic habitat (e.g., wetlands, drainages, canals) prior to any Covered Activities occurring in the suitable aquatic habitat. The Permittee shall ensure the habitat remains dry for at least 15 consecutive days after April 15 and prior to excavating or filling of aquatic habitat. The Permittee shall limit dewatering to the immediate Project Area and shall ensure that alternative aquatic habitat is available. Prior to the placement of any fill, the Designated Biologist(s) shall visually survey the area for the Covered Species.

8.9. Open Pipes Restriction. The Permittee shall thoroughly inspect all construction pipes or similar structures with a diameter of 0.25 inches or greater that are stored for one or more overnight periods for presence of the Covered Species before the pipe is subsequently moved, buried, or capped. If the individual is found within the fenced Project Site and cannot safely escape, the Designated Biologist(s) capture and relocate the individual outside of the area of construction (See Condition of Approval 8.7 Capture and Relocation Plan).

8.10. Avoid Covered Species Entrapment. The Permittee shall ensure all excavated locations, steep-walled holes, or trenches more than six (6) inches deep are

completely covered or one or more escape ramps of earth fill or wooden planks are installed at the end of each workday or 30 minutes prior to sunset, whichever occurs first. All steep-walled holes or trenches will be inspected by the Designated Biologist each morning to ensure that Covered Species, or other wildlife, has not become entrapped. All construction pipes, culverts, similar structures, construction equipment, and construction debris left overnight will be inspected for Covered Species by the Designated Biologist prior to being moved.

8.11. Erosion Control. The Permittee shall install erosion control structures concurrently with construction. The Permittee shall construct these structures, so runoff is directed away from ESAs. The Permittee shall ensure that all fiber rolls and erosion control blankets or netting are made of loose-weave mesh that is not fused at the intersections of the weave, such coconut (coir) fiber, or other products without welded weaves. Permittee shall not use products with plastic monofilament or jute netting or any material with cross joints in the netting that are bound/stitched (such as that found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of the Covered Species. The Permittee shall cover the edges of erosion control blankets or netting with soil, sandbags, or similar materials to prevent Covered Species from crawling underneath the material and become entrapped. The Permittee shall communicate this limitation to the contractor through the use of Special Provisions included in the bid solicitation package.

9. Compensatory Mitigation and Restoration: CDFW has determined that compensatory mitigation is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. Compensatory mitigation shall be in the form of mitigation or conservation bank credits and on-site restoration of Cover Species habitat. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall purchase 0.09 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 9.2 below. Purchase of Covered Species credits must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations. The Permittee shall also restore on-site 25.5 acres of temporarily impacted Covered Species habitat pursuant to Condition of Approval 9.2 below.

9.1. Covered Species Credits. The Permittee shall purchase 0.09 acres of Covered Species aquatic credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from initiating Covered Activities authorized in this ITP if Security is provided pursuant to Condition of

Approval 10 below. Prior to purchasing Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from initiating Covered Activities authorized in this ITP if Security is provided.

9.2. Habitat Restoration. The Permittee shall restore on-site the 25.5 acres of Covered Species habitat that will be temporarily disturbed during construction. All temporarily disturbed upland habitat within the Project Area will be restored to pre-Project conditions upon completion of the Project, wherever feasible. Within 90 days of issuance of this ITP, the Permittee shall prepare a Habitat Restoration and Enhancement Plan for CDFW review and approval to facilitate the restoration and enhancement of the 25.5 acres of temporary construction disturbance on-site and shall ensure that the Plan is successfully implemented. The plan shall include maintenance, monitoring, and reporting activities of the restored and enhanced Covered Species habitat shall occur annually for 2 years.

9.3. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete the restoration and enhancement of permanently and temporarily disturbed habitat described in Condition of Approval 9 above.

- Covered Species credit acquisition costs identified in Condition of Approval 9.1 are estimated at \$121,000/acre for 0.09 acres: **\$10,890.00**. Credit acquisition costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements.
- CDFW has estimated the cost sufficient for CDFW or its contractors to complete the restoration and enhancement of temporarily disturbed Covered Species habitat described in Condition of Approval 9.2, calculated at **\$181,500.00**.

10. Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

10.1. Security Amount. The Security shall be in the amount of **\$192,390.00** or in the amount identified in 9.3 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.1 and 9.2 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see

Attachment 3), or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

10.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days following the effective date of this ITP, whichever occurs first.

10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.

10.5. Security Transmittal. The Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.

10.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.

10.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits;
- A Habitat Restoration and Enhancement Plan accepted by CDFW and successfully completed by the Permittee, and
- Timely submission of all required reports including annual monitoring reports to CDFW.

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impact of the taking is minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

IX. Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable laws. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

X. Stop-Work Order:

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species, regardless of whether that species is a Covered Species under this ITP. The Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to the Permittee, CDFW may extend any stop-work order issued to the Permittee for a period not to exceed 30 additional days.

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

XI. Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. The Permittee is responsible for complying with all other applicable federal, state, and local laws.

XII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, the Permittee, and ITP Number (2081-2024-033-02) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Morgan Kilgour, Regional Manager
California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road
Rancho Cordova, CA 95760
(916) 358-2900
R2CESA@wildlife.ca.gov

and a copy to:

CESA@wildlife.ca.gov

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Unless the Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

R2CESA@wildlife.ca.gov

XIII. Compliance with the California Environmental Quality Act:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, Sutter Butte Flood Control Agency. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Environmental Impact Report for the Tudor Flood Risk Reduction Project, (SCH No.: 2023010087) dated May 18, 2023, that the Sutter Butte Flood Control Agency certified for the Tudor Flood Risk Reduction Project on September 18, 2023. At the time the lead agency certified the EIR and approved the Project, it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's EIR for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that the issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that the issuance of this ITP will not result in any significant, adverse impacts on the environment.

XIV. Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit.14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application, Environmental Impact Report for the Tudor Flood Risk Reduction Project, the results of consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent protection of land through purchasing Covered Species mitigation or conservation bank credits (2) habitat restoration and

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enhancement; (3) establishment of avoidance zones; (4) worker education; and (5) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW’s estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the purchase of 0.09 acres of compensatory habitat from a CDFW-approved mitigation or conservation bank and the restoration and enhancement of 25.5 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being disturbed by the Project, along with the minimization, monitoring, reporting, and enhancement requirements of this ITP which minimizes and fully mitigates the impacts of the taking caused by the Project;

- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain the Permittee’s objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species’ capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW’s findings are based, in part, on CDFW’s express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

XV. Attachments:

FIGURE 1	Project Location Map
FIGURE 2	Project Impact Maps
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON

2/6/2025

DocuSigned by:

Morgan Kilgour

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Morgan Kilgour, Regional Manager
North Central Region

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Figure 1: Project Location Map

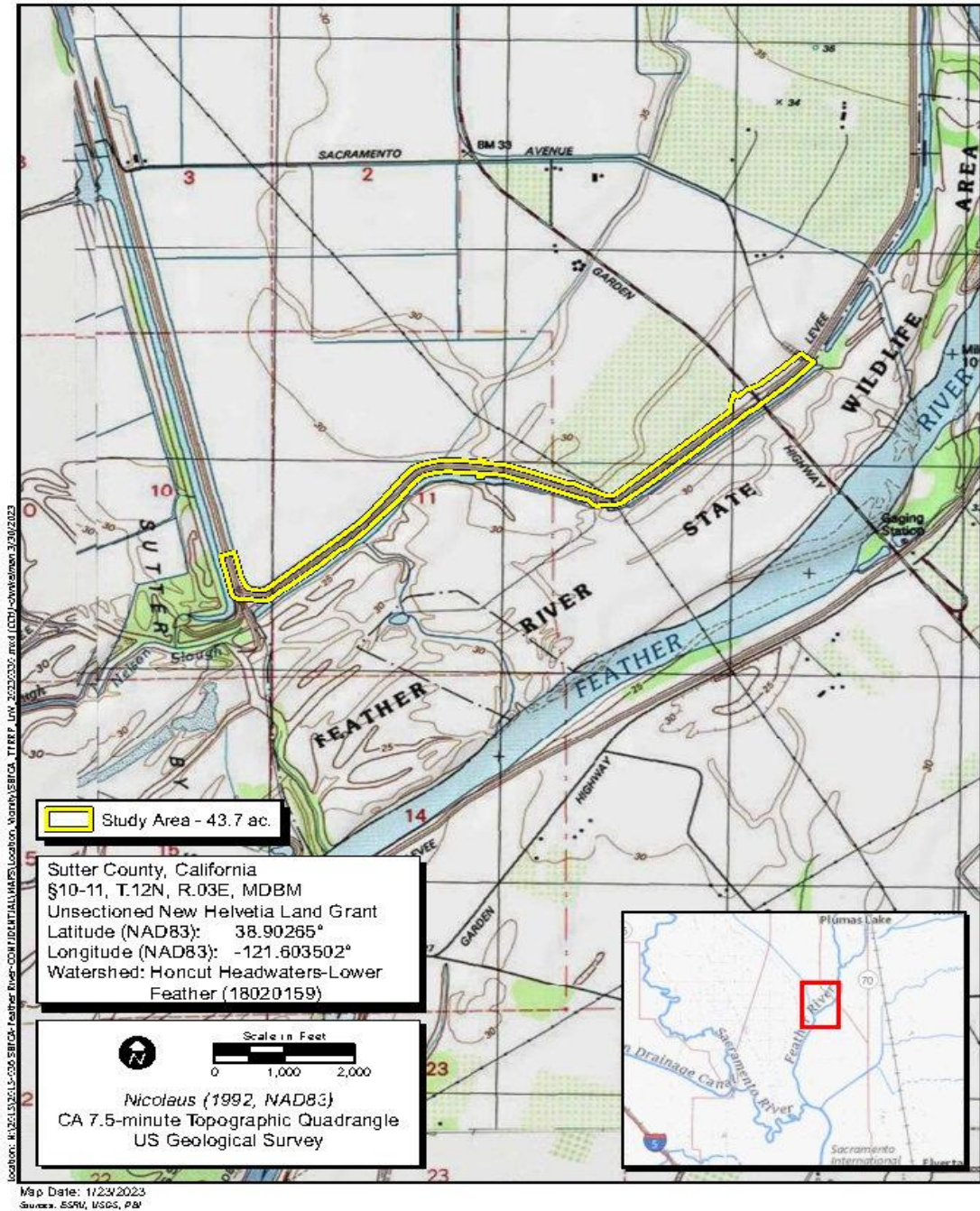


Figure 1. Study Area Location and Vicinity

2015-036.11 SBFA Tudor Flood Risk Reduction Project



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Figure 2: Project Impact Maps

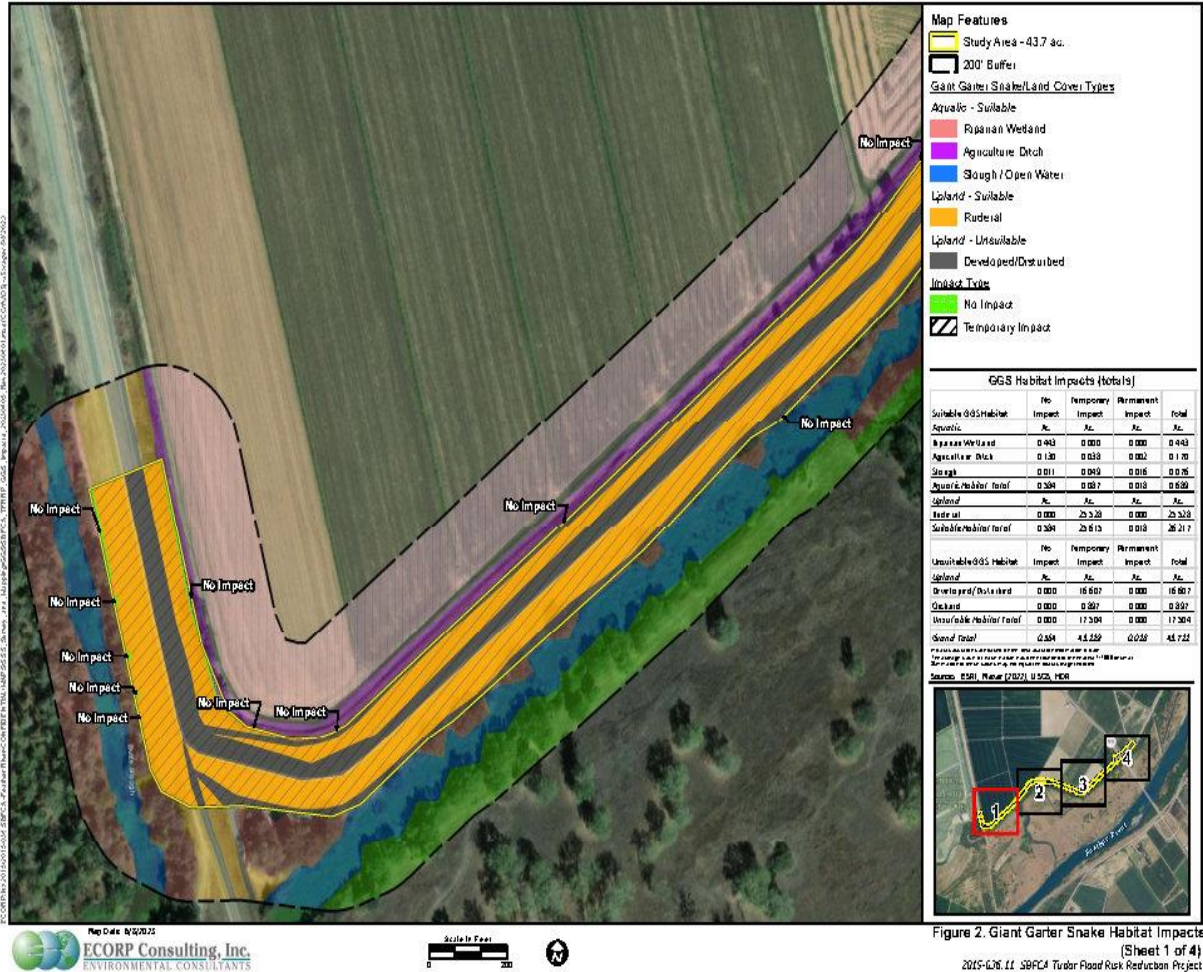


Figure 2. Giant Garter Snake Habitat Impacts (Sheet 1 of 4)
 2025-02-11, SRPCA Turbar Flood Risk Reduction Project

ECORP Consulting, Inc.
 ENVIRONMENTAL CONSULTANTS

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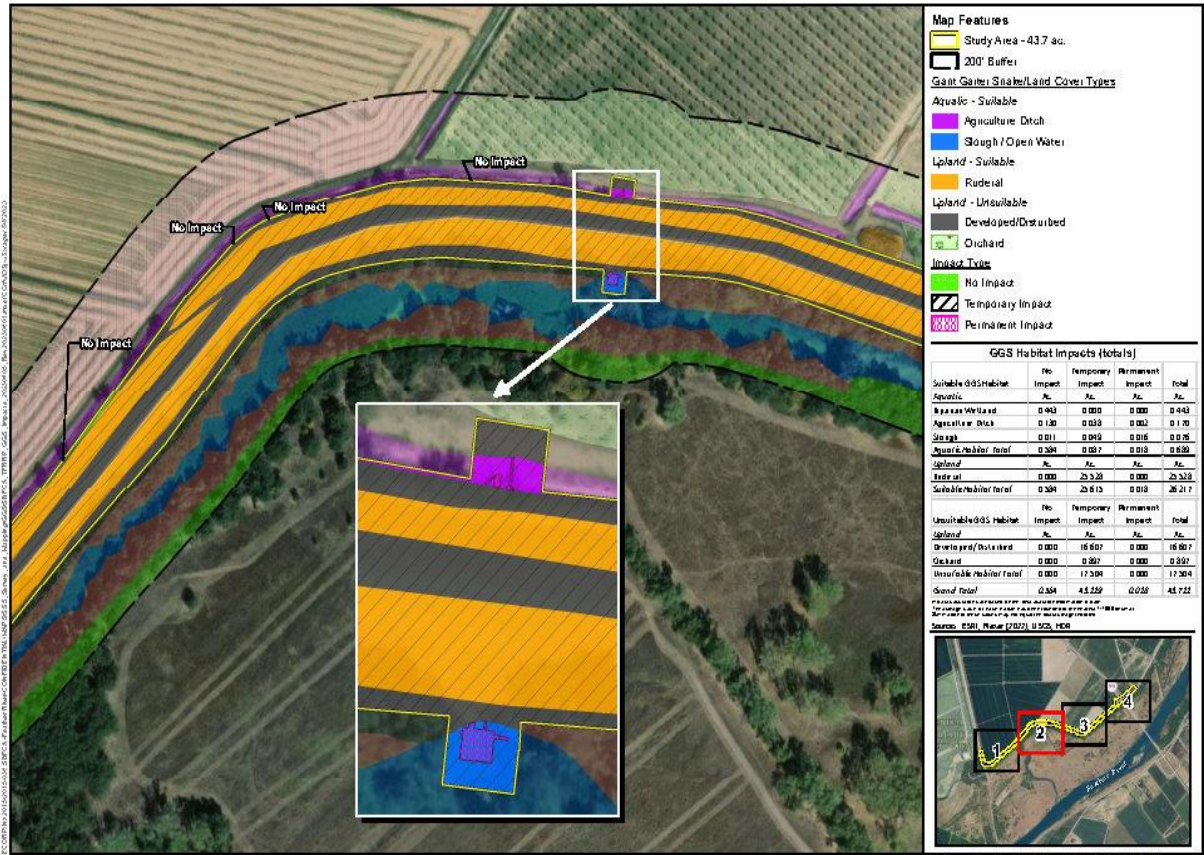


Figure 2. Giant Garter Snake Habitat Impacts (Sheet 2 of 4)
 2025-026.11. SRFCA Tudor Flood Risk Reduction Project

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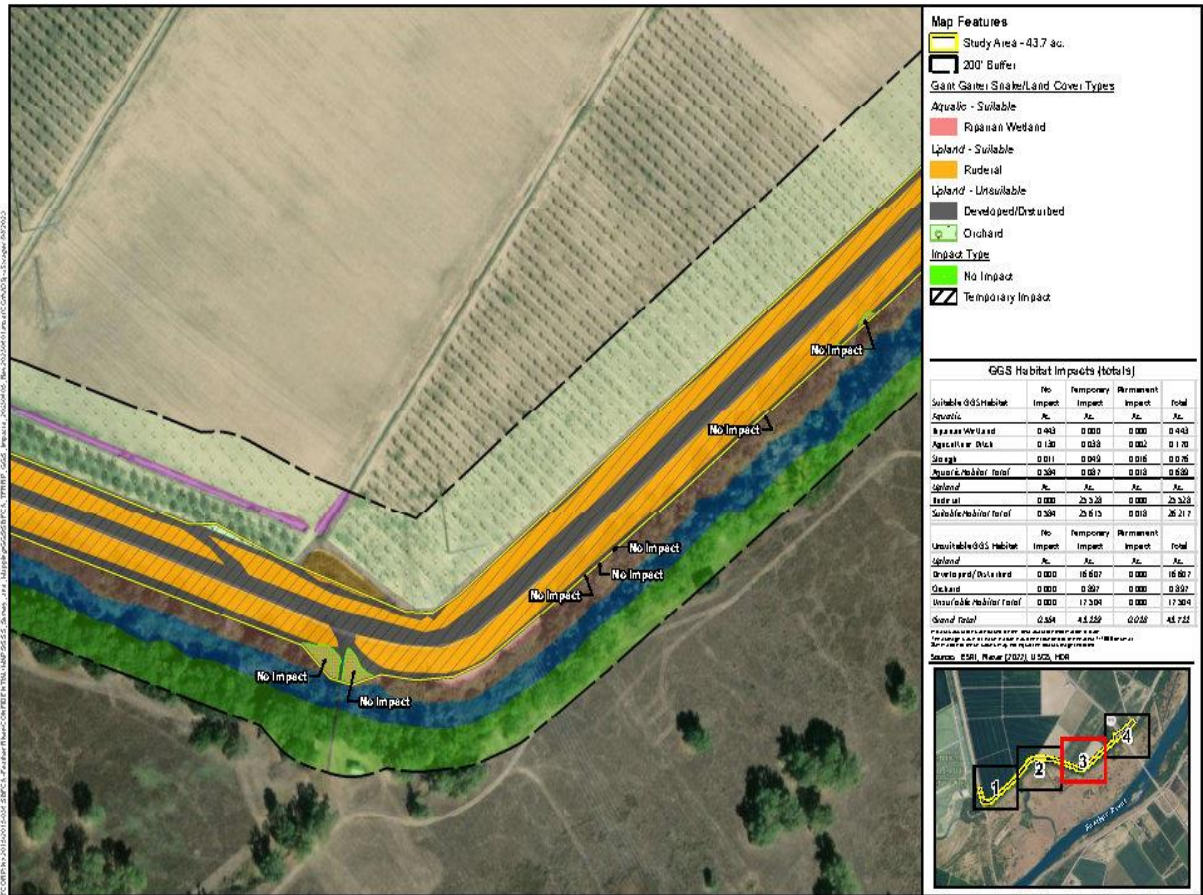
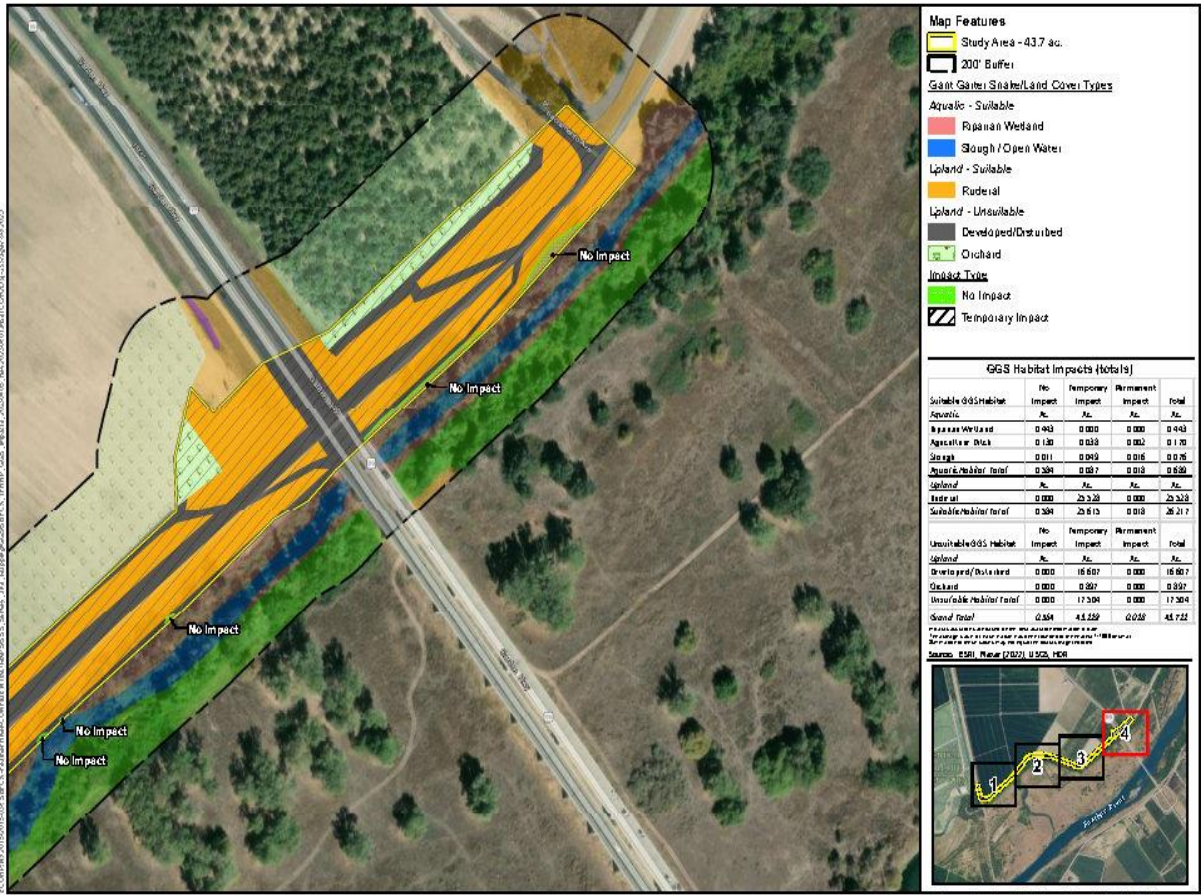


Figure 2. Giant Garter Snake Habitat Impacts (Sheet 3 of 4)
 2025-026.11. SRPCA Turbid Flood Risk Reduction Project

Map Date: 8/16/2022
ECORP Consulting, Inc.
 ENVIRONMENTAL CONSULTANTS

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[Financial institution letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT

NO. [*number issued by financial institution*]

Issue Date: [*date*]

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
960 Riverside Parkway, Suite 90
West Sacramento, CA 95605
Attn: HCPB Mitigation Funds

Amount: U.S. \$192,390.00

Expiry: [*Date*] at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, Sutter Butte Flood Control Agency (“Applicant”), we, [*name of financial institution*] (“Issuer”), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife (“CDFW”), this irrevocable standby letter of credit (“Credit”) in the principal sum of U.S. \$192,390.00 (“Principal Sum”).
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the Tudor Flood Risk Reduction Project issued by CDFW to the Applicant on 02/06/2025 (No. 2081-2024-033-02) (“Permit”).
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in conditions 9 and 10 in the Permit (“Mitigation Requirements”).
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing (“Certificate”) in the same form as Attachment A, which is attached hereto, at our office located at [*name and address of financial institution*].
6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.

8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled or the Principal Sum will be reduced upon receipt by us of Certificate of Cancellation/Reduction, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Manager of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, 960 Riverside Parkway, Suite 90, West Sacramento, CA 95605, Attn: HCPB Mitigation Funds; and (ii) for the Applicant: ***Sutter Butte Flood Control Agency, 1445 Butte House Road, Suite B, P.O. Box M, Yuba City, CA 95992.***
15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the laws of the State of California.
17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[Name of financial institution]

By: _____

Name: _____

Title: _____

Telephone: _____

ATTACHMENT A
CERTIFICATE FOR DRAWING

[CDFW Letterhead]

[Date]

[Name and address of financial institution]

Re: Irrevocable Standby Letter of Credit No. **[number issued by financial institution]**

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 of the above-referenced standby letter of credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this certificate as of this ___ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

[Insert one of the following: "Director" or "General Counsel" or "Regional Manager, [Name of Regional Office]" or "Branch Manager, Habitat Conservation Planning Branch"]

ATTACHMENT B

CERTIFICATE FOR CANCELLATION/REDUCTION

[CDFW Letterhead]

[Date]

[Name and address of financial institution]

Re: Irrevocable Standby Letter of Credit No. **[number issued by financial institution]**

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has presented documentary evidence of compliance with the following Mitigation Requirement[(s)] referenced in paragraph 3 of the Credit: **[insert brief description of requirement(s) or requirement number(s) completed]**." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. **[Insert one of the following statements:** "CDFW therefore requests the cancellation of the Credit." **or** "CDFW therefore requests a reduction in the Principal Sum in the amount of \$ _____, thereby making the new Principal Sum \$ _____."]

Therefore, CDFW has executed and delivered this certificate as of this ____ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

[Insert one of the following: "Director" **or** "General Counsel" **or** "Regional Manager, **[Name of Regional Office]**" **or** "Branch Manager, Habitat Conservation Planning Branch"]



February 20, 2025

Sutter Butte Flood Control Agency
Michael Bessette
Executive Director
1445 Butte House Road, Suite B
Yuba City, CA 95992

RE: Proposed Financing with Five Star Bank

Dear Michael,

This Expression of Interest letter is a follow-up to our recent discussion regarding your financing needs. This letter outlines the general terms of Five Star Bank's ("FSB") financing program as they would pertain to your requests. Consideration of the loan terms contained herein are subject to underwriting and due diligence, review, and acceptance of applicable third-party reports, and approval of the financing request by FSB in its sole discretion.

Sutter Butte Flood Control Agency - Letters of Credit

Borrower: Sutter Butte Flood Control Agency

Loan Purpose: Letter of Credit to Sutter Butte Flood Control Agency which will satisfy a condition from the California Department of Fish and Wildlife to mitigate project related impacts on covered species. The Project requires an Incidental Take Permit (ITP) issued by the California Department of Fish and Wildlife (CDFW). This letter of credit will serve as the financial security instrument for the permit.

Letter of Credit Amount: \$192,390

Letter of Credit Expiration: Matures 12/31/2027 or at the time funds are disbursed

Repayment Structure: Liquidation of cash collateral once letter of credit disbursed.

Collateral: The proposed loan shall be secured by the following collateral in the lien position specified with an advance rate/loan-to-value ratio ("LTV") not to exceed the percentage listed.

Description	Lien Position	Advance Rate/LTV
Possessory-Checking Account with balance equal to the loan amount	1st	100%

Fees: Borrower shall be responsible for payment of the following fees, in addition to expenses incurred directly or indirectly by FSB as a result of considering this application, including but not limited to title, escrow, appraisal, environmental, and legal fees, whether or not the proposed loan is approved and funded.

Fee Type	Fee Amount	Fee Percentage
Loan Origination	\$2,886.00	1.50% of Loan Amount
Loan Documentation	\$250.00	0.13% of Loan Amount

General Requirements

Other Conditions: Other conditions, including but not limited to providing periodic financial information of the borrower, will be memorialized in final loan documents if the proposed financing is approved.

Deposit Accounts: Consideration of the application for credit is contingent upon the borrower opening and maintaining a deposit relationship with FSB for the duration of the proposed loan.

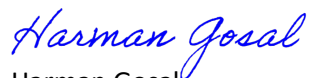
Please be advised that this Expression of Interest does not constitute a commitment by FSB to approve or fund the financing request as we have not performed our complete due diligence required to consider this request for financing, nor have we, in our sole discretion, considered this request for approval. To submit this loan request for consideration of approval, a complete package of financial information and other information for the applicant, guarantors, and any underlying collateral must be received by FSB and successfully analyzed.

The proposed rates, terms, and conditions included in this letter will terminate if this proposal is not accepted by the applicant within 15 days of the date of this letter.

If the proposal described herein meets your needs, please indicate by executing a copy of this Expression of Interest and returning it to FSB together with the good faith deposit.

Please call me with any questions that you may have.

Sincerely,



Harman Gosal

Senior Vice President / Business Development Manager

530.713.6023

hgosal@fivestarb.com

Application

The undersigned certifies that he/she/they are authorized to sign this loan application on behalf of the Applicant and that all statements in this application and on all information provided in support of this application are true, correct and complete to his/her/their knowledge. The undersigned authorizes Five Star Bank (bank) to make such inquiries and gather information as the bank deems necessary and reasonable concerning any information provided to the bank on the application or on any information provided. I (we), the undersigned, hereby authorize Five Star Bank or its designee to obtain my (our) past and current credit information for the purpose of granting a business or commercial real estate loan. This information and documentation includes but is not limited to, my/our past and present employment status, deposit accounts, copies of income tax returns, assets and liabilities, and credit record. I (we) hereby instruct and authorize that a photo static copy of this authorization in place of the original may be used for the purpose of verification and/or re-verification of data contained within my application. The undersigned further agrees to notify the bank promptly of any material change in any such information. At its discretion the bank may consider including the offer of a credit card with this application. The undersigned also acknowledges that this application for credit is subject to the provisions of Title 18, United States Code, Section 1001, which imposes penalties for intentional and/or negligent misrepresentations of information, and liability for monetary damages to the lender.

Acknowledged and agreed as of _____ [Date].

Borrower Name	Authorized Signature
Sutter Butte Flood Control Agency	X

Disclosures

(Please retain this page for your records and do not return it with your application)

ECOA NOTICE:

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut St, Box #11, Kansas City, MO 64106.

CUSTOMER IDENTIFICATION NOTICE (USA PATRIOT ACT):

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

APPRAISAL NOTICE:

1st Liens on Residential Dwellings - We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

Junior Liens on Residential Dwellings and/or Liens on Commercial Property – You have the right under Section 11423 of the California Business and Professional Code to a copy of the appraisal report obtained by this Bank in support of your application for credit, provided that you have paid for this appraisal. You may obtain a copy of this appraisal by writing us at: Five Star Bank, Loan Servicing, 3100 Zinfandel Drive #100, Rancho Cordova, CA 95670. We must hear from you no later than 90 days after we notify you about the action taken on your application or if you withdraw your loan request. If you have paid for the appraisal and request a copy, we will send you a copy at the address shown on your documentation. You are only entitled to receive a copy of the appraisal for purposes of evaluation your pending request for an extension of credit with this Bank.

DECLINED APPLICATION NOTICE:

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact Five Star Bank, Compliance, 3100 Zinfandel Drive #100, Rancho Cordova, CA 95670 within 60 days of the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of receiving your request.

QUESTIONS? If you have any questions about these notices, please contact your Business Development Officer or call (916) 626-5000 and ask for the Chief Regulatory Officer.

RESOLUTION NO. 2025-01

**A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
SUTTER BUTTE FLOOD CONTROL AGENCY
DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE ALL
DOCUMENTS NECESSARY TO OBTAIN AN IRREVOCABLE STANDBY LETTER
OF CREDIT TO MEET CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INCIDENTAL TAKE PERMIT SECURITY CONDITIONS FOR THE TUDOR FLOOD
RISK REDUCTION PROJECT**

WHEREAS, the Sutter Butte Flood Control Agency (SBFCA) is planning to construct the Tudor Flood Risk Reduction Project which will have impacts to Covered Species under the California Endangered Species Act and is thus required to obtain an Incidental Take Permit from the California Department of Fish and Wildlife.

WHEREAS, the Incidental Take Permit requires that SBFCA provide financial assurance (i.e. Security) to ensure compliance with permit conditions.

WHEREAS, SBFCA plans to provide security by procuring an Irrevocable Standby Letter of Credit, (an “LOC”) from 5-Star Bank.

WHEREAS, in order to obtain the LOC, SBFCA must execute certain agreements and documents with 5-Star Bank.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sutter Butte Flood Control Agency as follows:

1. All documents presented at the March 12, 2025 Board of Directors meeting related to this item are hereby approved.
2. The SBFCA Executive Director is authorized and directed to execute any all necessary documents and agreements, subject to Agency Counsel review and approval, with 5-Star Bank to obtain an Irrevocable Standby Letter of Credit and satisfy the security requirements of the Incidental Take Permit from the California Department of Fish and Wildlife for the Tudor Flood Risk Reduction Project.

ADOPTED as a resolution of the Board of Directors of the Sutter Butte Flood Control Agency at a regular meeting duly held on the 12th day of March, 2025.

BOARD CHAIR

APPROVED AS TO FORM:

AGENCY COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SUTTER)
SUTTER BUTTE FLOOD CONTROL AGENCY)

I, _____, Clerk of the Board of Directors of the Sutter Butte Flood Control Agency, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2025-____ adopted by the Board of Directors of the Sutter Butte Flood Control Agency, California, at a regular meeting thereof, held on the 12th day of March, 2025 by the following vote:

AYES:

NOES:

ABSENT:

BOARD CLERK



Contract for Deposit of Monies

THIS CONTRACT, relating to the deposit of monies, as of February 23, 2025, between Authorized Person's Name, (hereafter designated "Treasurer" acting in his or her official capacity as Authorized Person's Title (Treasurer, Finance Director, etc.) of Name of Public Entity (hereinafter designated "Depositor"), and Five Star Bank (hereinafter designated "Depository"), having a shareholder's equity of Two Hundred and Eighty Five Million, Seven Hundred Seventy Four Thousand Dollars (\$285,774,000) as of December 31, 2023.

WITNESSETH

WHEREAS, the Treasurer proposes to deposit in the Depository from time to time, commencing on February 23, 2025, monies in his/her custody in an aggregate amount on deposit at any one time not to exceed the total shareholder's equity of the Depository, and said monies will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California; and

WHEREAS, said provisions of the Government Code requires the Treasurer to enter into a contract with the Depository, setting forth the conditions upon which said monies are deposited; and

WHEREAS, in the judgment of the Treasurer, this contract is to the public advantage;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. This contract cancels and supersedes any previous contracts between the Treasurer and the Depository relating to the method of handling and collateralization of deposits of monies.
2. This contract, but not the deposits then held hereunder, shall be subject to termination by the Treasurer or the Depository at any time upon 30 days written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule or regulation, state or federal, which, in the opinion of the Administrator of the Local Agency Security, is inconsistent herewith, including any changes relative to the payment of interest upon monies so deposited by the Treasurer. Upon notification from the Administrator, the Treasurer may withdraw deposits in the event the Depository fails to pay assessments, fines, or penalties assessed by the Administrator.
3. Interest shall accrue on any monies so deposited as permitted by any act of the Congress of the United States or by any rule or regulation of any department or agency of the Federal Government adopted pursuant thereto. If interest may be legally paid, all monies deposited in accordance with this contract shall bear interest at a rate agreed upon by the Treasurer and the Depository.
4. The Depository shall issue to the Treasurer at the time of each inactive deposit, a receipt on a form agreed to by the Depository and the Treasurer, stating the interest to be paid, if any, the duration of the deposit, the frequency of the interest payments, and the terms of withdrawal. Each such deposit receipt is by reference made a part of this contract.
5. As security for said deposit, the Depository shall at all times maintain with the Agent of Depository named herein, commencing forthwith, eligible securities having a market value in excess of the actual total amount of local agency monies on deposit with the depository as per Government Code 53652. If the eligible security is determined by the Administrator of the Local Agency Security of the State of California in accordance with Government Code Section 53661 to be not qualified to secure public deposits, additional security shall be substituted immediately by the depository, as necessary, to comply with the requirements of this Paragraph.



6. Eligible securities are those listed in Government Code Section 53651, which may include the use of letters of credit issued by the Federal Home Loan Bank of San Francisco pursuant to Government Code 53651(p).
7. The Agent of Depository, authorized by the Treasurer and the Depository to hold the eligible securities posted as collateral under this contract is U.S. Bank (See Section 8 below). Said Agent of Depository has filed with the Administrator of Local Agency Security of the State of California an agreement to comply in all respects with the provisions of Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code.
8. Authority for placement of securities for safekeeping in accordance with Government Code Section 53659 is hereby granted to the Agent of Depository, including placement with any Federal Reserve Banks or branch thereof, pursuant to Government Code Section 53657, or the Federal Home Loan Bank of San Francisco.
9. If the Depository fails to pay all or part of any deposits of the Treasurer which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt (which is by reference made a part hereof), the Treasurer will immediately notify, in writing, the Administrator of the Local Agency Security. Action of the Administrator in converting the collateral required by Paragraph 5 above for the benefit of the Treasurer is governed by Government Code Section 53665.
10. The Depository may add, substitute, or withdrawal eligible securities being used as security for deposits made hereunder in accordance with Government Code Section 53654, provided the requirements of Paragraph 5 above are met.
11. The Depository shall have and hereby reserves the right to collect the interest on the securities, except in cases where the securities are liable to sale or are sold or converted in accordance with the provisions of Government Code Section 53665.
12. The Depository shall bear and pay the expense of transportation of eligible securities to and from the designated Agent of Depository.
13. This contract, the parties hereto, and all deposits governed by this contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code, and of all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force or hereafter enacted or promulgated, all of which are by this reference made a part hereof.
14. The Treasurer named herein waives the right to collateral based on insurance provided by the Federal Deposit Insurance Corporation not to exceed the maximum amount insured pursuant to federal law, in accordance with Government Code Section 53653.

IN WITNESS WHEREOF, the Treasurer, in his/her official capacity has signed this contract in duplicate and the Depository has caused this contract to be executed in like number by its duly authorized officers.

PUBLIC ENTITY NAME

FIVE STAR BANK

Name of Public Entity

NAME OF AUTHORIZED PERSON

NAME OF AUTHORIZED PERSON

Authorized Person's Name & Title

Heather Luck, SVP, Chief Financial Officer

SIGNATURE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

March 12, 2025

TO: Board of Directors

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

SUBJECT: Presentation of Agency Audited Financial Statements and Related Reports for Fiscal Year Ending June 30, 2024

Recommendation

Staff recommends that the Board accept the attached financial statements and related audit reports for filing.

Background

In accordance with the Agency's Joint Exercise of Powers Agreement, the Agency's Board of Directors is to have an independent audit of its financial statements conducted on an annual basis. The purpose of this item is to present the fiscal year ending June 30, 2024, financial statements and related audit results and management report to the Board for its review and acceptance.

As has been the practice in the past, the Agency has engaged the same Auditor as the City of Yuba City. This is the fifth year the City and SBFCA have worked with Badawi & Associates.

The three documents provided to the Board's for its review and acceptance include:

- Basic Financial Statements and Independent Auditors' Report – Fiscal Year Ending June 30, 2024;
- Auditors' Communication with Those Charged with Governance - Fiscal Year Ending June 30, 2024;
- Auditors' Communication of No Material Weaknesses - Fiscal Year Ending June 30, 2024.

Analysis

The Management's Discussion and Analysis (MD&A) included within the Annual Financial Report provides an analysis of the financial activities that took place during Fiscal Year 2023-24 and a review of the accompanying financial statements. The MD&A also lists the major financial highlights of the year. The Board adopted the Agency's first Strategic Plan in February 2016, approved an updated plan in 2018 and most recently updated the plan again in December 2021. Fiscal Year 2023-24 reflected the seventh year with that plan in place and the Board's adopted budget for the year was geared toward the Plan's implementation. In addition to the Board's efforts to implement the Strategic Plan, fiscal year 2023-24 also reflected the balance of the Agency's restoration of the Oroville Wildlife Area, Feasibility Study for Small Communities, and Sediment Removal projects. The following reflects SBFCA's financial activities consistent with the Strategic Plan and the significant emergency work completed in Fiscal Year 2023-24:

- Continued advancement toward completion and closeout of the Feather River West Levee Project Urban Flood Risk Reduction funding agreement with the State of California, Department of Water Resources, including efforts related to Right of Way, encroachments, and financial closeout;

- Completion of the Federal Increment (Tudor Rd. to Cypress Ave.) to of the Feather River West Levee Project;
- Completion of the Small Community Feasibility Studies for the communities of Tudor and Sutter;
- Significant advancement toward completion of the Oroville Wildlife Area projects funded by California Department of Fish and Wildlife and Wildlife Conservation Board grants;
- Completion of a majority of the Sediment Removal Project with the Star Bend Boat ramp completed in 2024-25;
- Advancement of environmental review and design work on Sutter Bypass East Levee efforts with funding from the State Department of Water Resources;
- Advancement of design efforts on the Tudor Flood Risk Reduction Project;
- Facilitation of the stand-up of the Feather River West Levee Financing Authority (FRWLFA) during its second year of collection of its Operations and Maintenance Assessment District under the services agreement between SBFCA and FRWLFA; and,
- Execution of the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee to help fund future projects within the basin.

SBFCA's spent nearly \$3.6 million, net of debt service, during the fiscal year advancing capital project work.

As SBFCA works to close out its current projects and receive all remaining reimbursements from grant funded activities completed during the fiscal year, it is preparing to implement projects in the coming years in the rural portions of the Sutter Butte basin. During 2024, SBFCA's fund balances increased, and this increase helps position the Agency to deliver the projects being planned on the Lower Feather River and Sutter Bypass East Levee consistent with Board's adopted Strategic Plan. SBFCA's annual agency budget adopted in June 2024 projects a remaining working capital balance of more than \$21.7 million by June 2025. This cash will be available to advance remaining work within SBFCA's strategic plan.

Audit

SBFCA again has received an unqualified opinion, otherwise known as a "clean audit," from its independent auditor for its Fiscal Year 2023-24 audited financial statements.

With regard to the Auditor's Communications covering the auditor's review of internal controls for the fiscal year audited, the auditor made no findings. Further, there were no prior year findings made by our Audit firm to address with this year's audit.

The Audited Financial Report will be incorporated into the Agency's Continuing Disclosure report filed as part of our ongoing obligations associated with our outstanding Assessment Bonds. Staff will be posting the Continuing Disclosure Report to the Electronic Municipal Market Access website (<https://emma.msrb.org/>) prior to the March 12, 2025 Board meeting.

Fiscal Impact

This is an informational item only, there is no net budgetary impact as a result of the Board's approval of staff's recommendation.

Attachments

(Note – The Annual Agency Audit is not available prior to finalization of the Agenda Packet. The following supporting materials will be available prior to the start of the Board Meeting.)

1. Sutter Butte Flood Control Agency Basic Financial Statements and Independent Auditors' Reports for the year ended June 30, 2024;
2. Sutter Butte Flood Control Agency Auditor's Communication with Those Charged with Governance for the year ended June 30, 2024;

3. Sutter Butte Flood Control Agency Auditor's Communication of No Material Weaknesses for the year ended June 30, 2024.



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

March 12, 2025

TO: Board of Directors

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

SUBJECT: Receive and File Monthly Financial Reports (January 2025)

Recommendation

Staff recommends that the Board receive and file the January 2025 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 January 2025. Staff's oral presentation will cover the financial activities of the Agency through January 2024.

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 January 2025. The information presented is compared to the Final Amended Final Budget for 2024/25.

Fiscal Impact

This is an informational item with no fiscal impact.

Attachments

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

Yuba City Finance Department Memorandum, March 12, 2025 re: Monthly Financial Report: January 2025



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

March 12, 2025

TO: Board of Directors
FROM: Michael Bessette – Executive Director
SUBJECT: Receive and File Program/Project Update Report

Recommendation

Receive and file the March 2025 Program/Project update report.

Background

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

Feather River Regional Flood Management Planning

Staff recently received the fifth round of funding for the regional planning project in the amount of \$356,600. This new funding agreement from the Department of Water Resources (DWR) is to help fund SBFCA's efforts to advance important planning efforts in the region, including; coordination on the 2027 Central Valley Flood Protection Plan 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, participate in efforts related to the Oroville Citizen's Advisory Committee, and identify and implement other regional flood risk reduction projects.

Oroville Wildlife Area (OWA) Projects

Staff is finalizing the Planning Report for the Oroville Wildlife Area Robinson's Riffle planning project and completing pre-design and environmental surveys for the preferred alternative. The first design project resulting from the planning effort is advancing and being coordinated with the California Department of Fish & Wildlife (CDFW), who are funding the design project, and other stakeholders. The project team continues to coordinate with CDFW and DWR on development of the 30% design plans, which have just been completed and distributed for review in late February. Follow up coordination is also underway with multiple agencies to discuss potential funding opportunities for the construction phase, which could begin as early as summer of 2026. Staff will be submitting a concept proposal to CDFW under their Fisheries Restoration Grant Program (FRGP) in the beginning of March requesting up to \$5M in construction funds.

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

The project team recently met with USACE and found out that the required 408 approval will not be issued in time for construction to occur this year. The design plans have been submitted to USACE and the team is working through both the Section 404 and 408 review processes in order to bid the project later this year and construct next year. Draft 100% plans have also been submitted to DWR for required reviews to be completed by the Division of Engineering, State Architect, and State Fire Marshall. The 401 Water Quality Certification was received in January and SBFCA is also working on acquiring FERC approval, State Lands Commission approval, the CDFW Lake and Streambed Alteration Agreement, the CDFW Consistency Determination, and the DWR Right of Entry

Agreement. Due to the tight work window for in-water construction (July – October), construction will be delayed to 2026 as all the necessary regulatory approvals will not be processed in time for construction this year.

City of Oroville Levee Repair Project

SBFCA's Executive Director will provide a status update on this item at the March 7th Oroville Citizen's Advisory Commission meeting. The main update is that the U.S. Army Corps of Engineers (USACE) has agreed to provide a onetime Levee Inspection under their National Levee Safety Program for the City's 1.1-mile-long levee. The inspection is being coordinated now and will occur in May. 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 (see attached letter). USACE recently notified us that due to federal budget issues we may not hear back on this request until a new federal budget is passed and USACE knows what their program funding looks like.

Sutter Bypass Critical Levee Repairs

The project team continues to advance the design and permitting work funded by the \$4M funding agreement from DWR. The design team submitted the 65% design in January for DWR and IPE review and recently had a very productive plan review meeting with DWR. The team is currently preparing the application to initiate the USACE 408 approval process and is also working with DWR to develop the CEQA IS/MND. In addition, staff is coordinating with DWR on federal funding, through a FEMA grant, for the construction of the 5.2-mile levee improvement project. FEMA notified applicants on July 2, 2024 that our project has been selected to receive approximately \$49.9 million through the Building Resilient Infrastructure and Communities (BRIC) program. Coordination with Calpine, who have a large energy facility protected by the project, is taking place and will result in strong federal advocacy support for the levee repair project and possibly private funding for the project. Outreach to utility owners within the project limits is taking place so that relocations, if necessary, are coordinated with the owners.

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

SBFCA's design and environmental teams continue their work on the levee repair project. The design team received comments from USACE on the 100% submittal package on January 22 and is working with USACE to close out the comments. SBFCA staff is also coordinating with USACE to close out the remaining other items needed for 408 approval and have scheduled a second meeting with Colonel Caldwell on March 31 to discuss the timing for USACE to deliver their approval. The SBFCA environmental team is also working on acquiring the needed USACE 404 and CDFW Incidental Take Permit. The project will be going out to bid on March 5 with the bid opening scheduled on April 3. Staff will take a construction contract award to the SBFCA Board at their April board meeting.

Sutter Basin Flood Risk Management Project (federal project)

We recently received an update from USACE on the Project Partnership Agreement (PPA) amendment. The Sacramento District office (SPK) received comments from USACE Head Quarters (HQ) prior to holidays. SPK has addressed comments and responses were provided to the Division office in San Francisco on 7th of Jan. Once the Division office submits to HQ and HQ has the new updates, SPK anticipates submittal to the Assistant Secretary of the Army (ASA) office shortly afterwards. The Division office is in the process of arranging a new submittal to HQ based on HQ direction. Once the package is at ASA's office, it is not known when they will approve so that everyone can execute the amendments. However, HQ will push it with ASA because they understand the importance of the credit transfer. We are now thinking it will be May at the earliest for Central Valley Flood Protection Board to approve on the amendment which will allow both SBFCA and SJAFCA to execute it.

Sutter County FEMA Accreditation

Staff recently attended a meeting with FEMA and Sutter County on FEMA's remapping of all of Sutter County. 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 comments on the proposed accreditation package on January 20 and is currently working on preparing responses.

State & Local Funding and Coordination

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. In February, SBFCA received one FAPS payment totaling \$1,989,855 from DWR for ROW request for a Partial Closeout Retention Release of \$2,668,485. Additional final closeout work is also underway. The table below presents the 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 [2]	\$0
Amendment 2	\$14,869,280 [3]	\$57,803,791 [4]	\$72,673,071
Amendment 3		\$43,861,587	\$43,861,587
Amendment 4		\$40,828,931	\$40,828,931
Amendment 5	-\$2,529,451 [5]	\$31,730,451 [5]	\$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	\$0	\$0
TOTAL RECEIVED TO DATE	\$21,339,829	\$230,648,323	\$253,420,121
TOTAL PAYMENTS	\$21,339,829	\$232,080,291	\$253,420,121
GRANT BALANCE	\$0	\$2,668,486	\$2,668,486

- [1] Amendment 1 to the Design Agreement amended the term of the agreement.
- [2] Amendment 1 to the Construction Agreement amended the scope agreement to include the closure of gaps (at reaches 13 and 24) in Area C.
- [3] Amendment 2 to the Design Agreement increased the cost share from 50% to 76% State Cost Share and increased the State funding limit.
- [4] Amendment 2 to the Construction Agreement increased the scope to include Areas B & D2A and increased the State funding limit. It also incorporated many of the guideline provisions of the UFRR Program.
- [5] Reflects pending transfer of remaining design funding to the CFA.
- [6] Pending Payments per DWR.

OWA (CDFW & WCB) Grant Agreements

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

Payments on the CDFW Veg Planting grant for the first through sixteenth quarters were received in the sum amount of \$1,579,097 with \$8,962 currently pending. A final 18th Quarter package is currently being formulated and will be submitted in March. Closeout efforts are also underway for this grant for March 15, 2025 deadline.

SBFCA submitted the fifth quarter package to WCB for the Thermalito Afterbay project in November. A third quarter package for the CDFW SFRA Thermalito Afterbay project was also formulated and submitted in November. Additional packages for the WCB and CDFW SFRA grants are currently being finalized and will be sent for reimbursement this month. The tables below present the funding status of the Agency's WCB Grants and CDFW Grants, respectively.

OWA CDFW Funding

	<u>Agreement</u> <u>Veg Restoration</u>	<u>Total</u>
Grant Agreement No.	Q1996015	
Grant Amount	\$1,716,847	\$1,716,847
TOTAL FUNDING	\$1,716,847	\$1,716,847
Receipts		
Received		
PMT 1	\$404,324	\$404,324
PMT 2	\$113,379	\$113,379
PMT 3	\$56,180	\$56,180
PMT 4	\$42,759	\$42,759
PMT 5	\$139,725	\$139,725
PMT 6	\$102,987	\$102,987
PMT 7	\$112,641	\$112,641
PMT 8	\$86,177	\$86,177
PMT 10	\$300,653	\$300,653
PMT 11	\$27,633	\$27,633
PMT 13	\$25,100	\$25,100
PMT 9	\$111,059	\$111,059
PMT 12	\$27,633	\$27,633
PMT 14	\$8,905	\$8,905
PMT 15	\$18,887	\$18,887
PMT 16	\$5,505	\$5,505
PMT 17	\$8,962	\$8,962
TOTAL PAYMENTS	\$1,592,509	\$1,592,509
GRANT BALANCE	\$124,338	\$124,338

OWA Thermalito Afterbay Funding

	<u>Agreement</u>		<u>Total</u>
	<u>WCB</u>	<u>CDFW-SFRA</u>	
	<u>Thermo Afterbay</u>	<u>Thermo Afterbay</u>	
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		\$58,555
PMT 2	\$125,098		\$125,098
PMT 3	\$115,015		\$115,015
<i>Pending [1]</i>			
PMT 1		\$129,443	\$129,443
PMT 2		\$57,582	\$57,582
PMT 3		\$103,643	\$103,643
PMT 4	\$57,547		\$57,547
PMT 5	\$118,403		\$118,403
TOTAL PAYMENTS	\$474,619	\$290,669	\$7,833,161
GRANT BALANCE	\$3,940,381	\$3,015,087	\$7,486,448

[1] No payments yet received.

CNRA Proposition 68 Sediment Management Project

SBFCA staff finalized a grant with California Natural Resources Agency (CNRA) for Sediment Management along the Feather River in February 2020 for \$5,000,000. Payments on all packages through the 8th Quarter have been received. A 9th invoice package was submitted to CNRA in February, and an extension of the closeout of the grant beyond the initial closeout date of March 1, 2025 has been granted. SBFCA has been in close contact with CNRA to process payments and begin the closeout process for September of 2025.

CNR Sediment Removal Funding

	<u>Agreement</u>	<u>Total</u>
Grant Agreement No.	R31866-0	
Grant Amount	\$5,000,000	\$5,000,000
TOTAL FUNDING	\$5,000,000	\$5,000,000
Receipts		
Received		
PMT 1	\$15,477	\$15,477
PMT 2	\$233,338	\$233,338
PMT 3	\$151,111	\$151,111
PMT 4	\$258,997	\$258,997
PMT 5	\$209,605	\$209,605
PMT 6	\$2,916,496	\$2,916,496
PMT 7	\$230,211	\$230,211
PMT 8	\$144,214	\$144,214
Pending	\$0	\$0
PMT 9	\$214,602	\$214,602
TOTAL PAYMENTS	\$4,374,051	\$4,374,051
GRANT BALANCE	\$625,949	\$625,949

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 (RFMP IV); and Sutter Bypass East Levee (SBEL) projects.

A sixth reimbursement package for FMPRA Robinson’s Riffle was submitted to DWR in August for \$104,686. SBFCA has received payment through the fourth quarter, totaling \$359,457 received with \$288,848 in pending receivables for this grant. A subsequent seventh package is being formulated for submittal in March.

The first package for CDFW Robinson’s Riffle grant was also submitted in November for \$117,336. A second quarter package is currently being finalized for submittal in March.

A reimbursement package for RFMP IV was submitted to DWR in August requesting \$29,612, totaling \$128,568 in receivables received to date. SBFCA has received payment through the 3rd Quarter with 4th and 5th Quarter payments amounting to \$82,119 still pending. A final 6th package is currently being finalized for submittal in March.

The seventh reimbursement request package for SBEL was submitted to DWR in February for \$166,463, totaling \$824,271 in submitted reimbursements to date. SBFCA has received reimbursement for all quarters through the sixth quarter request. A seventh eighth quarter reimbursement request package will be formulated and submitted in April.

State Funding

	Agreement				Total
	FMPRA Robinson's Riffle	CDFW Robinson's Riffle	RFMP IV	Sutter Bypass East Levee	
Grant Agreement No.	4600015071	Q2296026	4600015037	4600014883	
Grant Amount	\$1,144,800	\$2,115,000	\$260,000	\$4,000,000	\$7,519,800
TOTAL FUNDING	\$1,144,800	\$2,115,000	\$260,000	\$4,000,000	\$7,519,800
Receipts					
Received					
PMT 1	\$99,307	\$117,336	\$12,832	\$112,991	\$342,466
PMT 2	\$77,213		\$60,872	\$123,650	\$261,735
PMT 3	\$94,835		\$54,864	\$201,698	\$351,398
PMT 4	\$88,102			\$103,312	\$191,414
PMT 5				\$51,017	\$51,017
PMT 6				\$65,139	\$65,139
Pending					
PMT 4			\$52,507		\$52,507
PMT 5	\$184,163		\$29,612		\$213,775
PMT 6	\$104,686				\$104,686
PMT 7				\$166,463	
TOTAL PAYMENTS	\$648,305	\$117,336	\$210,687	\$824,271	\$1,800,599
GRANT BALANCE	\$496,495	\$1,997,664	\$49,313	\$3,175,729	\$5,719,201

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