



# Sutter Butte Flood Control Agency

Board of Directors Agenda - Regular Meeting, August 14, 2024, 1 p.m.  
City of Yuba City Council Chambers – 1201 Civic Center Blvd., Yuba City

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

### County of Sutter

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

### County of Butte

Bill Connelly  
Tod Kimmelshue

### City of Yuba City

Marc Boomgaarden  
Wade Kirchner  
Alt. Dave Shaw  
Alt. Michael Pasquale

### City of Live Oak

Lakhvir Ghag  
Alt. Nancy Santana

### City of Gridley

Bruce Johnson

### City of Biggs

Bo Sheppard  
Alt. Chuck Nuchols

### Levee District 1

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

### Levee District 9

Mike Morris  
Chris Schmidl

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

## AGENDA SUMMARY

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

- Roll Call
- Pledge of Allegiance

### **PUBLIC COMMENT**

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

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

### **CONSENT CALENDAR**

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

1. Approval of the Minutes for the July 10, 2024 Regular Board Meeting
2. Approval of Plans and Specifications and Consideration of Award of the Feather River West Levee Relief Well Enclosure Modification Project Construction Contract (Contract No. 2024-02) to Lund Construction Company
3. HDR Task Order 26, Amendment 4 – Relief Well Monitoring and Testing
4. WSP Task Order 19 for Construction Management Services for Relief Well Enclosure Modification Project
5. Approval of Amendment No. 8 to Professional Services Agreement with Sacramento Valley Conservancy related to the Star Bend Setback and Mathews Mitigation Areas

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

6. Presentation and File Monthly Financial Report
7. Presentation and File Program/Project Update

### **ADJOURNMENT**

The next regularly scheduled Board of Directors meeting will be held on Wednesday, September 11, 2024 at 1 p.m.



# Sutter Butte Flood Control Agency

Board of Directors Regular Meeting Minutes, July 10, 2024, 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:	Mat Conant
County of Butte:	Tod Kimmelshue, Bill Connelly
City of Yuba City:	Wade Kirchner, Michael Pasquale
City of Gridley:	Bruce Johnson
City of Biggs:	Bo Sheppard
City of Live Oak:	Lakhvir Ghag
Levee District 9:	Mike Morris, Chris Schmidl
Levee District 1:	Charlie Hoppin, Al Montna

**MEMBERS ABSENT:** Nicolas Micheli, Marc Boomgaarden

**STAFF PRESENT:** Michael Bessette, Executive Director; Chris Fritz, Director of Engineering, Agency Counsel; Andrea Clark; Seth Wurzel, Budget Manager, 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.

## CONSENT CALENDAR

1. Approval of the Minutes for the June 12, 2024 Regular Board Meeting
2. Approval of Plans and Specifications and Consideration of Award of the Feather Water District Meter Vault Rehabilitation Project Construction Contract (Contract No. 2024-01) to T & S Construction Company
3. Approval of the Agreement between Sutter Butte Flood Control Agency and Yuba County regarding grant funding for the Star Bend Sediment Removal Project
4. Approval of Task Orders with R&F Engineering Inc., Cramer Fish Sciences, and ECORP Consulting Inc. for required work efforts related to management, engineering design, environmental, and permitting services for the Oroville Wildlife Area Robinson's Riffle Project
5. Approval of Task Order 6 Amendment No. 1 with R&F Engineering, Inc. for required work efforts related to management and engineering services for the Oroville Wildlife Area Thermalito Recreation Improvements
6. Adoption of Workplace Violence Prevention Plan

A motion to approve the Consent Calendar was made by Director Mike Morris and seconded by Bruce Johnson, Director Lakhvir Ghag abstained. The motion passed with no objection. The Consent Calendar was approved as follows:

- |                         |                          |
|-------------------------|--------------------------|
| • Mat Conant- yes       | • Wade Kirchner- Yes     |
| • Bill Connelly– yes    | • Al Montna - yes        |
| • Lakhvir Ghag– abstain | • Mike Morris - yes      |
| • Charlie Hoppin - yes  | • Michael Pasquale - yes |

- Bruce Johnson– yes
- Tod Kimmelshue - yes

- Bo Sheppard - yes
- Chris Schmidl - 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

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

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

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

Executive Director Michael Bessette gave a presentation outlining the recent and ongoing activities of the agency. He reported that the design team continues to coordinate with Levee District 1 for repairs to the Reach 7 relief wells and to document the cause of the wells to partially plug-up with sediment. The project is currently out to bid. We will open bids on July 25 and will award the contract next month. It is anticipated that the repair work will occur later this summer.

It was reported that SBFCA's design and environmental teams continue their work on the Tudor Flood Risk Reduction Project. The 90% design package has been submitted. The design team is addressing comments they have received on the 90% package and moving toward completing a 100% submittal package which is scheduled to be completed in the next week. Staff is working on advancing the permitting process, design and environmental meeting continue to be held weekly, or as needed. It is anticipated that the design and permitting effort will be concluded by the end of 2024 with construction scheduled to begin in 2025.

He went onto report that the project team continues to advance the design and permitting work for the Sutter Bypass East Levee repairs. The 30% design plans have been finalized and submitted to SBFCA, IPE/SAR, and our state partners for review. Staff is coordinating with DWR to pursue federal funding, through FEMA grants, for the construction of the 5.2-mile levee improvement project. Grant applications for BRIC and FMA were submitted to FEMA by CalOES in February, we anticipate hearing results later this summer. Coordination with Calpine is taking place and will result in strong federal advocacy support for the grant applications. In addition, both Sutter County and Yuba City sent support letters to Congressman LaMalfa on behalf of SBFCA's FEMA grant applications.

It was reported that staff continues to make progress on the OWA Robinson's Riffle planning grant. Work on the project continues. A meeting with CDFW to discuss the design project was held on June 24<sup>th</sup> and resulted in approval by CDFW staff to advance the project. SBFCA is working towards kicking off later this month.

Mr. Bessette reported that we are still waiting to hear on grant applications submitted to NOAA fisheries for Sediment Removal. We are expecting to hear results later this summer. He went onto report that staff also continues to coordinate with Yuba County to remove sediment at the Star Bend boat ramp on the east side of the Feather River. Yuba County recently put the Star Bend Boat Ramp Project out to bid with construction planned for July and August.

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*

August 14, 2024

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director

**SUBJECT:** Approval of Plans and Specifications and Consideration of Award of the Feather River West Levee Relief Well Enclosure Modification Project Construction Contract (Contract No. 2024-02) to Lund Construction Company

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## Recommendations

1. Approve the Plans and Specifications for the Feather River West Levee Relief Well Enclosure Modification Project Construction Contract (Contract No. 2024-02).
2. Authorize the Executive Director to award and execute a contract for the Feather River West Levee Relief Well Enclosure Modification Project Construction Contract (Contract No. 2024-02) to Lund Construction Company in the amount of \$143,670.
3. Authorize the Executive Director to take any and all actions reasonably necessary to complete the work described in the contract, including the approval of minor contract amendments that, in the judgment of the Executive Director, will not materially alter the purpose of the contract or increase the total compensation due under the contract by more than \$14,367 (10%), and to issue monthly progress payments to the contractor.

## Background

To protect human health and safety, and prevent adverse effects on property and the regional economy, the Sutter Butte Flood Control Agency (SBFCA) was formed as a Joint Powers Authority in 2007 through a Joint Exercise of Powers Agreement by the Counties of Sutter and Butte; the Cities of Yuba City, Gridley, Live Oak, and Biggs; and Levee Districts 1 and 9 (LD 1, LD 9). SBFCA was established to coordinate the planning and construction of flood protection facilities and to finance the local share of flood management projects. SBFCA is constructing the Feather River West Levee Project (FRWLP) to rehabilitate Feather River levees to achieve the Agency's goals. The Relief Well Enclosure Modification Project is an important flood protection feature of the FRWLP.

SBFCA prepared an Environmental Impact Report (EIR) under CEQA, and an Environmental Impact Statement (EIS) under NEPA for the Feather River West Levee Project, which includes evaluation of the project specific impacts of this shed and trailer demolition project. The SBFCA Board certified the subject CEQA document on April 10, 2013.

## Discussion

The Feather River West Levee Project – Relief Well Enclosure Modification Project Construction Contract (Contract No. 2024-02) is consistent with SBFCA's Strategic Plan as a necessary component of the FRWLP.

Sealed bids for the Feather River West Levee Relief Well Enclosure Modification Project Construction Contract (Contract No. 2024-02) were received and opened on July 25, 2024 at 2:00 p.m. Three (3) sealed bids were received and opened, with the results as follows ranked by lowest bid:

<u>Rank</u>	<u>Contractor</u>	<u>Total Bid Price</u>
1.	Lund Construction Company	\$143,670
2.	Hyatt Construction Company	\$154,700
3.	T&S Construction Company	\$172,750

The Engineer's Estimate for the project is \$101,500. Staff has confirmed with the Contractor's State License Board that the low bidder holds a current and proper license to legally perform the work and is in good standing.

**Fiscal Impact**

The Board's approved Final Amended 2022-28 Budget includes sufficient budget authority to execute the contract consistent with staff's recommendation within account 731-99-5(6)001-68930 (completion work). Finally, the proposed services are included within the current planned cost estimates for the Feather River West Levee Project. There is no net impact to the approved budget as a result of Board's approval of the recommended action.

Attachment: Example Contract

**AGREEMENT**

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of August 2024, between Sutter Butte Flood Control Agency, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter referred to as SBFCA, and Lund Construction Company, hereinafter referred to as "Contractor."

**WITNESSETH:**

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

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

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

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

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

**1. CONTRACT DOCUMENTS**

The following documents are by this reference incorporated in and made a part of this Agreement: the Agreement Form; the Plans; the Standard Forms; Supplemental Drawings; all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the Contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

**2. SCOPE OF WORK**



The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2024-02, including clearing, grubbing, minor earthwork, removing and reinstalling manhole frame and lid, placing rebar, and forming and placing concrete as shown on Attachment F -UPRR and Reach 7 Relief Well Enclosure Modifications Plans. and other work as necessary to complete the UPRR and Reach 7 Relief Well Enclosure Modification Project (Contract No. 2024-02).

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

### **3. DEFINITIONS**

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

### **4. COMPLETION**

Said work shall be completed and ready for acceptance by October 16, 2024.

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

### **5. PAYMENT**

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

SBFCA agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: \$143,670.00. Said sum shall be paid in accordance with Section 8 of these Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

### **6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

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

## **7. PREVAILING WAGES**

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

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

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

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

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

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

## **8. INSURANCE**

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

**9. WORKERS' COMPENSATION CERTIFICATION**

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

**10. INDEMNIFICATION**

The Contractor shall defend, indemnify, and save harmless SBFCA and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6 of the General Specifications.

**11. NO WAIVER OF REMEDIES**

Neither the inspection by SBFCA or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by SBFCA, nor any extensions of time, nor any position taken by SBFCA or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to SBFCA or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and SBFCA shall have any and all equitable and legal remedies, which it would in any case have.

**12. NON-DISCRIMINATION IN EMPLOYMENT**

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

employees and applicants for employment, notices that CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

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

### **13. CERTIFICATION OF NON-DEBARMENT**

Reference Government Debarment and Suspension (49 CFR Part 29)

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

### **14. UNFAIR COMPETITION**

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

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

### **15. CHILD AND FAMILY SUPPORT OBLIGATIONS**

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

the State Employment Development Department.

**16. ASSIGNMENT**

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

**17. NO THIRD-PARTY BENEFICIARIES**

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

**18. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

CONTRACTOR

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Print

Forms Approved by SBFCA Counsel

\_\_\_\_\_  
Agency Counsel

# EXHIBIT A

UPRR and Reach 7 Relief Well Enclosure Modifications  
Contract No. 2024-02

Attachment B  
Bid Form  
2 of 11

<b>Bid Schedule – Feather River West Levee Project</b>					
<i>UPRR and Reach 7 Relief Well Enclosure Modifications</i>					
<b>Line Item</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization and Demobilization	1	LS	5,000.00	\$ 5000.00
2	Traffic Control	1	LS	4,330.00	\$ 4,330.00
3	Remove and Reinstall Manhole Frame and Lid	21	EA	2530.00	\$ 53,130.00
4	Excavation and Backfill	42	CY	1,247.00	\$ 52,374.00
5	Reinforced Concrete	5	CY	4,650.00	\$ 23,250.00
6	Sawcut, Remove, and Dispose of Existing Enclosure Concrete	21	EA	266.00	\$ 5,586.00
<b>TOTAL:</b>					<b>\$ 143,670.00</b>

\*See notes following Bid Schedule Summary Table.

Notes:

1. All quantities are in-place quantities.
2. Prices must be submitted on all individual items of this Bid Schedule. Failure to do so will result in rejection of bids.
3. The cost of mobilization and demobilization shall be limited to 5% of the total bid schedule cost.
4. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

ALL QUESTIONS AND CORRESPONDENCE CONCERNING THIS NOTICE TO CONTRACTORS SHALL BE DIRECTED AS FOLLOWS:

Michael W. Bessette, P.E.  
Executive Director  
Sutter Butte Flood Control Agency  
[m.bessette@sutterbutteflood.org](mailto:m.bessette@sutterbutteflood.org)

All substantive and/or technical questions shall be submitted in writing and will be responded to in writing via Addendum issued to all Contract Document holders. The deadline for submitting questions will be 5:00 p.m. on July 18, 2024.



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

August 14, 2024

**TO:** Board of Directors

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

**SUBJECT:** Approval of Task Order 26 Amendment No. 4 with HDR for Monitoring and Engineering Services related to the Reach 7 Relief Wells.

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## Recommendation

It is recommended that the Board of Directors approve and authorize the Executive Director to execute Task Order 26 Amendment No. 4 with HDR in the amount of \$72,796 to provide monitoring and engineering services for the Reach 7 relief wells under the Master Services Agreement subject to legal counsel's final review and approval.

## Background

The HDR team, in support of the Sutter Butte Flood Control Agency, prepared surveys, field explorations, analyses, right-of-way support, right-of-way mapping, reports, designs, and construction packages for various projects along the Feather River West Levee (FRWL) that span Project Areas A, B, C, D and the Oroville Wildlife Area.

The intent of Task Order 26 Amendment No. 4 is to provide SBFCA with continued design support to investigate and provide recommendations for remediating issues observed by Levee District 1 (LD1) during recent pump testing of relief wells at Reach 7 and Union Pacific Railroad (UPRR) located along the Feather River West Levee (FRWL). HDR will also provide bid and engineering services during construction of the upcoming relief well modifications, which are scheduled to be constructed this summer and fall.

For the work performed under Amendment No. 4, the HDR team will perform quarterly site visits to the Reach 7 relief wells for a period of two years to measure groundwater depth, total well depth, and to collect groundwater samples. The data collected during the site visits will be summarized in quarterly memorandums and will be used to provide recommendations for mitigating the sediment accumulation issues. HDR will perform the tasks as listed in the scope under the direction from SBFCA's Executive Director.

Work under Task Order 26 Amendment No. 4 includes the following tasks:

- Project Management
- Relief Well Enclosure Modifications Bid and Construction Support
- Relief Well Monitoring

## Fiscal Impact

The recommended action requests the approval of HDR Task Order 26 Amendment No. 4. This action will obligate SBFCA to pay for the associated services delivered on a time and materials basis up to the Task Order 26 Amendment No. 4 budget increase of \$72,796, a total not-to-exceed amount of \$697,768. The current budget for FY 2024-25 includes sufficient authorization within the EIP/UFRR Program (731-99-5001/6001-

67202/68202/68802 Design Support for Project Areas B, C & D) as well as the Federal Budget (731-99-1066-65648) accounts. As a result, there is expected to be no net budgetary impact from the Board's approval of the recommended action.

Attachments: HDR Task Order 26 Amendment No. 4 Scope and Fee



# HDR Engineering Inc.

## Task Order 26 – Amendment 4

### FRWLP – Relief Well Monitoring and Enclosure Modifications

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

#### Scope of Work

See attached scope dated August 2, 2024.

#### Schedule

The assumed schedule is included in the scope of referenced above.

#### Budget

The budget for this amendment is not-to-exceed \$72,796 based on the provisions of the Master Agreement. An assumed breakdown of work effort is provided in the attached Fee Summary table included with the Scope of Work.

#### Special Provisions

None

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

SUTTER BUTTE FLOOD CONTROL AGENCY

HDR ENGINEERING INC.

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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



August 2, 2024

Mr. Michael Bessette  
Sutter Butte Flood Control Agency  
Via email: [m.bessette@sutterbutteflood.org](mailto:m.bessette@sutterbutteflood.org)

**RE: Scope and Fee Estimate for Relief Well Monitoring and Engineering Services During Construction (ESDC) Support – Amendment No. 4**

Dear Mr. Bessette,

The Sutter Butte Flood Control Agency (SBFCA) engaged the HDR Engineering, Inc. (HDR) Team to support the investigation of and remediation of issues observed at the Reach 7 and Union Pacific Railroad (UPRR) relief wells by the Levee District 1 (LD1) District Engineer, MHM Engineers. Under Amendment No. 3 of Task Order 26, Wood Rodgers, as subconsultant to HDR, investigated the development of sediment within the Reach 7 relief wells. Wood Rodgers evaluated the amount and composition of the sediment and determined that there is a strong possibility that biologic activity within the aquifers is resulting in the development of biologic mass that is settling to the bottom of the relief wells. A summary of the relief well issue and findings is contained in the Technical Memorandum prepared by Wood Rodgers dated February 23, 2024, and entitled, *Levee District No. 1 Feather River Relief Wells – Assessment of Sedimentation*.

This Task Order 26 amendment is for additional monitoring of the Reach 7 relief wells for providing bidding and ESDC for the UPRR and Reach 7 Relief Well Enclosure Modification Project (Project).

## SCOPE OF WORK

The work outlined in this Scope of Work includes activities that fall within the following tasks:

- Project Management
- Bid and ESDC Support
- Relief Well Monitoring

### 1 – Project Management

HDR's Project Manager will administer the contract scope, schedule, and budget for this Task Order Amendment consistent with the overall Task Order. HDR will prepare monthly invoices, including subcontractor invoices, and document project activities by task and team progress.

**ASSUMPTIONS:**

- Notice to Proceed will be provided in August of 2024.
- Work associated with this amendment will be completed by August 2026.

**DELIVERABLES:**

- Invoices and progress reports (PDF)

## 10 – Bid and ESDC Support

Bid and ESDC support will be provided for the UPRR and Reach 7 Relief Well Enclosure Modification Project. Bid support includes attending a pre-bid meeting, addressing requests for information (RFIs) and/or questions from prospective bidders, as well as preparing required addenda.

Additionally, the HDR Team will provide ESDC support of the Project, including reviewing construction submittals, responding to RFIs, preparing design revisions, preparing as-built drawings, and attending up to one (1) field meeting.

**ASSUMPTIONS:**

- Construction of the Project will take approximately 2 months and be completed in 2024.
- One bid addenda bill be required.
- RFIs and submittals will be routed through the Construction Management team for coordination with the construction contractor. Up to 20 RFIs and submittals are anticipated.

**DELIVERABLES:**

- Bid Addenda (PDF)
- Design Revisions (PDF)
- Responses to RFIs and Submittal (PDF)

## 11 - Relief Well Monitoring

Wood Rodgers will perform quarterly site visits to Reach 7 and will measure the depth to static groundwater, as well as the total well depth. Procedures outlined in the Operations and Maintenance (O&M) Manual for measuring total well depth will be followed, including use of an electronic water level sounder (typically used to measure groundwater levels).

In addition to the procedures outlined in the O&M Manual, and in conjunction with our quarterly visit, groundwater samples will be collected (casing and aquifer) during the fourth quarter of each year. Samples will be collected from Relief Well R7-RW-6, with a provision to collect one additional sample upon request (up to three (3) groundwater samples total). The well will be purged for a period of one

hour following measurement of the total well depth and collection of the casing sample to collect an aquifer sample. Pumped water will be discharged to the adjacent concrete "V" ditch under existing discharge permits. Collected samples will be sent to Water System Engineering (WSE) in Ottawa, Kansas, for bacteriological analysis.

The data collected from the site visit will be summarized in brief quarterly memoranda, including a tabular representation of total well depth, static groundwater level, depth to top-of-sediment fill, and rate of accumulation for that monitoring period. Summaries of bacteriological reports and testing will be included in the respective quarterly memorandum.

**ASSUMPTIONS:**

- Work is expected to begin in August 2024 and be completed by August 2026.

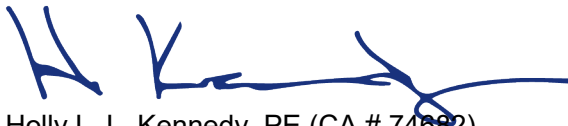
**DELIVERABLES:**

- Quarterly Relief Well Monitoring Reports (PDF) – Up to eight.

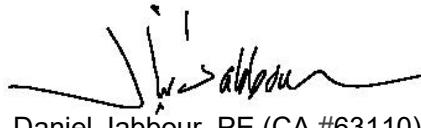
## Fee Estimate

Attached please find the fee estimate for the Scope of Work described herein for Task Order 26 Amendment No. 4.

Sincerely,  
HDR Engineering, Inc.



Holly L. L. Kennedy, PE (CA # 74682)  
Senior Vice President



Daniel Jabbour, PE (CA #63110)  
Project Manager

**SUTTER BUTTE FLOOD CONTROL AGENCY  
RELIEF WELL SUPPORT  
TOTAL FEE SUMMARY - TASK ORDER 26 - Amednment No. 4**

No.	Task Description	HDR	WR	Total Costs
<b>Engineering and Closeout</b>				
<b>1 Project Management</b>				
1.1	Project Management	\$ 7,499	\$ 2,469	\$ 9,968
Subtotal Project Management			\$ 2,469	\$ 2,469
<b>10 Relief Well Enclosure Modification Plan</b>				
10.1	Bid Support		\$ 4,966	\$ 4,966
10.2	Construction Support		\$ 6,427	\$ 6,427
Subtotal Relief Well Enclosure Modification Plan			\$ 11,393	\$ 11,393
<b>11 Relief Well Monitoring</b>				
11.1	Relief Well Monitoring		\$ 49,842	\$ 49,842
Subtotal Relief Well Monitoring		\$ -	\$ 49,842	\$ 49,842
<b>Subconsultant Markup (2.5%)</b>				<b>\$1,593</b>
<b>Subtotal Effort</b>		<b>\$7,499</b>	<b>\$63,705</b>	<b>\$71,203</b>
<b>Subtotal Effort w/ Sub Markup</b>		<b>\$7,499</b>	<b>\$65,297</b>	<b>\$72,796</b>

**SUTTER BUTTE FLOOD CONTROL AGENCY  
RELIEF WELL SUPPORT  
TOTAL FEE SUMMARY - TASK ORDER 26 - Amednment No. 4  
HDR**

No.	Task Description	Labor											Acct	Clerical	Total Hours	Total Labor (\$)	Expenses	Total	
		E7	E6	E5	E4	E3	E2	E1	T4	T3	T2	T1							
	Rates	326.69	269.90	243.62	215.96	170.26	145.34	123.20	160.58	139.81	128.72	98.28	145.34	123.20					8%
<b>Engineering and Closeout</b>																			
1	Project Management																		
1.1	Project Management	4											32	8	44	\$ 6,943	\$ 555.46	\$ 7,499	
	Subtotal Project Management	4	0	0	0	0	0	0	0	0	0	0	32	8	44	\$ 6,943	\$ 555	\$ 7,499	
10	Relief Well Enclosure Modification Plan																		
10.1	Bid Support														0	\$ -	\$ -	\$ -	
10.2	Construction Support														0	\$ -	\$ -	\$ -	
	Subtotal Relief Well Enclosure Modification Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
11	Relief Well Monitoring																		
11.1	Relief Well Monitoring														0	\$ -	\$ -	\$ -	
	Subtotal Relief Well Monitoring	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
<b>TOTAL EFFORT</b>		<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>8</b>	<b>44</b>	<b>\$ 6,943</b>	<b>\$ 555</b>	<b>\$ 7,499</b>	

**SUTTER BUTTE FLOOD CONTROL AGENCY  
RELIEF WELL SUPPORT  
TOTAL FEE SUMMARY - TASK ORDER 26 - Amednment No. 4  
Wood Rodgers**

No.	Task Description	Labor												Acct	Clerical	Total Hours	Total Labor (\$)	Expenses	Outside Services	Total		
		E7	E6	E5	E4	E3	E2	E1	T4	T3	T2	T1	Survey									
	Rates	290.69	256.09	242.25	228.40	207.63	179.96	166.11	159.18	138.42	110.74	90.51	359.37	131.49	131.49			2.5%				
<b>Engineering</b>																						
<b>1</b>	<b>Project Management</b>																					
1.1	Project Management	3	6															9	\$ 2,409	\$ 60		\$ 2,469
	Subtotal Project Management	3	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	\$ 2,409	\$ 60		\$ 2,469
<b>10</b>	<b>Relief Well Enclosure Modification Plan</b>																					
10.1	Bid Support		10		10													20	\$ 4,845	\$ 121		\$ 4,966
10.2	Construction Support		12		14													26	\$ 6,271	\$ 157		\$ 6,427
	Subtotal Relief Well Enclosure Modification Plan	0	12	0	14	0	0	0	0	0	0	0	0	0	0	0	0	26	\$ 11,116	\$ 278		\$ 11,393
<b>11</b>	<b>Relief Well Monitoring</b>																					
11.1	Relief Well Monitoring	10	32		128													170	\$ 40,337	\$ 1,008	\$ 8,497	\$ 49,842
	Subtotal Relief Well Monitoring	10	32	0	128	0	0	0	0	0	0	0	0	0	0	0	0	170	\$ 40,337	\$ 1,008		\$ 49,842
<b>TOTAL EFFORT</b>		<b>13</b>	<b>50</b>	<b>0</b>	<b>142</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>205</b>	<b>\$ 53,861</b>	<b>\$ 1,347</b>	<b>\$ -</b>	<b>\$ 63,705</b>



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

August 14, 2024

**TO:** Board of Directors

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

**SUBJECT:** Approval of Task Order 19 under the Master Services Agreement with WSP (formerly Parsons Brinckerhoff, Inc.) to provide construction management services for the Feather River West Levee Relief Well Enclosure Modifications.

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## Recommendation

It is recommended that the Board of Directors approve and authorize the Executive Director to execute Task Order 19 with WSP in the amount of \$19,594 to provide construction management services for Feather River West Levee (FRWL) Relief Well Enclosure Modifications subject to legal counsel's final review and approval.

## Background

In August and September of 2012, SBFCA conducted a solicitation and interview process to identify a qualified construction management services company (CM) to provide constructability review, resident engineer, project inspection, and construction management services for the Feather River West Levee Project. SBFCA received Statements of Qualifications from four CM firms and interviewed all four. The interview panel unanimously selected WSP (formerly known as Parsons Brinckerhoff, or PB) as the most qualified firm. SBFCA subsequently entered into a contract with WSP for Project Area C CM services, which began construction in the summer of 2013, and also a contract for Project Area B and D CM services in early 2014. On November 18, 2015, SBFCA entered into a Master Services Agreement (MSA) with WSP to provide additional construction management services on a Task Order basis.

Today's recommended action would approve Task Order 19, to fund the construction management services needed for the Relief Well Enclosure Modifications Project. WSP's scope of work for Task Order 19 includes the following:

- Documentation of Preconstruction Conditions
- Construction Management Plan
- Safety
- Administration of Construction Meetings
- Schedule Review
- Cost Control
- Document Control
- Administration of Contract Change Orders
- Field Inspections
- Materials Testing
- Quality Management
- Project Closeout



**Fiscal Impact**

The board's approval of this action obligates SBFCA to pay for the associated services delivered up to the authorized total Task Order 19 budget amount of \$19,594 on a time and materials basis. This authorization is within the appropriated expenditure limits of the current Board Approved 2024 through 2025 budget (SBFCA Expenditure Account 731-99-5(6)001-68930). There is no net budgetary impact for Board's approval of the recommended action.

Attachment: WSP Task Order 19

**WSP  
Construction Management Contract  
187267  
Task Order 19**

**Construction Management Services for the  
Feather River West Levee Relief Well Enclosure Modifications Project**

This Task Order is associated with the Master Services Agreement between the Sutter Butte Flood Control Agency and WSP (formerly Parsons Brinckerhoff) dated November 18, 2015.

**Scope of Work**

See attached 'Cost Proposal' dated July 11, 2024.

**Schedule**

August 1, 2024 to October 31, 2024.

**Budget**

The budget for this task order is not-to-exceed \$19,594 based on the provisions of the Master Agreement and the attached 'Cost Proposal'.

**Special Provisions**

None

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

SUTTER BUTTE FLOOD CONTROL AGENCY

WSP

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Attachment: WSP – Task Order 19 Proposal (FRWL Relief Well Enclosure Modifications)

# COST PROPOSAL

FOR

## ***Sutter Butte Flood Control Agency (SBFCA) FRWL Reach 7 Relief Well Enclosure Modifications***

Construction Management Services

From:



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

Date: 7/11/2024

To:



7/11/2024

### Basis For Estimate

- 1 WSP Task Order contract expected to start **August 2024 and end October 2024.**
- 2 Construction expected to begin **August 2024 and end October 2024.**
- 3 SBFCA office space to be available for personnel use.
- 4 Based on available Plans and Specifications.

**COST PROPOSAL SUMMARY**

**1) BURDENED LABOR COSTS (Includes Profit)**

REGULAR TIME	17,114
OVERTIME	-
PREMIUM TIME	-

<b>SUBTOTAL</b>	<u>17,114</u>
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**2) SUBCONSULTANTS:**

<b>3) MISCELLANEOUS EXPENSES</b>	2,480
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<b>SUBTOTAL</b>	<u>2,480</u>
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<b>TOTAL CONTRACT AMOUNT:</b>	<u><u>19,594</u></u>
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**4) ADDITIONAL SERVICES (None)**

**WSP STAFFING SCHEDULE**  
 (REGULAR TIME HOURS - ENTIRE TEAM)

YEAR:			2024													2025	
PRECONSTRUCTION																	
CONSTRUCTION																	
POSTCONSTRUCTION																	
MONTH:			D	J	F	M	A	M	J	J	A	S	O	N	D	J	
POSITION	NAME	FIRM	12	1	2	3	4	5	6	7	8	9	10	11	12	1	TOTAL HOURS
Project Manager	Bob Nichols	WSP									4	4	2				10
RE	Kevin Barker	WSP									40	40	20				100
Project Administration	Kavleen Kaur	WSP									1	1	1				3
0	0	0															0
0	0	0															0
0	0	0															0
0	0	0															0
																	113

**WSP LABOR COSTS**  
 (REGULAR TIME)

			2024			2026		
			TOTAL HRS	BURDENED RATE	BURDENED WAGE COST	TOTAL HRS	BURDENED RATE	BURDENED WAGE COST
POSITION	NAME	FIRM						
Project Manager	Bob Nichols	WSP	10	\$254	\$2,540	0	\$272	\$0
RE	Kevin Barker	WSP	100	\$141	\$14,100	0	\$151	\$0
Project Administration	Kavleen Kaur	WSP	3	\$158	\$474	0	\$169	\$0
0	0	0	0	\$51	\$0	0	\$55	\$0
0	0	0	0	\$95	\$0	0	\$102	\$0
0	0	0	0	\$182	\$0	0	\$195	\$0
0	0	0	0	\$175	\$0	0	\$187	\$0
<b>TOTALS:</b>			<b>113</b>		<b>\$ 17,114.00</b>	<b>0</b>		<b>\$ -</b>

Total \$17,114

**WSP ESTIMATED MISCELLANEOUS EXPENSES**

				UNIT		
				UNIT	QTY	COST (\$)
						SUBTOTAL (\$)
						TOTAL (\$)
<b>A) FIELD COSTS</b>						
(Includes vehicles lease and O & M; mobile phones; digital cameras; video recorder; field, survey and safety equipment.)						
Total Hours for Field CM Staff						
Project Manager	Bob Nichols	Hours			10	\$14
						\$140
RE	Kevin Barker	Hours			100	\$14
						\$1,400
Project Administration	Kavleen Kaur	Hours			3	\$0
					0	\$14
					0	\$14
					0	\$14
					0	\$14
					0	\$14
						\$1,540
<b>B) OFFICE COSTS</b>						
Computers		Hour			113	\$0.35
						\$40
Miscellaneous Supplies		Month			3.0	\$250
						\$750
Printing		Month			3.0	\$50
						\$150
						\$940
<b>TOTAL DIRECT EXPENSES</b>						<b>2,480</b>



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

August 14, 2024

**TO:** Board of Directors

**FROM:** Michael Bessette, Executive Director

**SUBJECT:** Approval of Amendment No. 8 to Professional Services Agreement with Sacramento Valley Conservancy related to the Star Bend Setback and Mathews Mitigation Areas

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## Recommendation

Approve and authorize the Executive Director to execute Amendment No. 8 modifying the previously approved Professional Services Agreement with Sacramento Valley Conservancy (SVC) to increase the total compensation allowed to be paid by SBFCA to \$274,638, an increase of \$15,000.

## Background

As part of the FRWLP, SBFCA is responsible for the implementation of several mitigation measures, including compensation for impacts to the valley elderberry longhorn beetle (VELB) and riparian habitat. A total of 91 elderberry shrubs/clusters were identified to be impacted by the FRWLP. In addition, 23.48 acres of riparian forest would also be impacted as a result of the FRWLP. All VELB mitigation and a portion of the riparian mitigation is being fulfilled between two sites – Star Bend (Phase 2) and Matthews. The remaining mitigation requirements for riparian habitat have been fulfilled at the Cosumnes Floodplain Mitigation Bank operated by Westervelt Ecological Services and approved by both the California Department of Fish and Wildlife and United States Department of Fish and Wildlife agencies

The U.S. Fish and Wildlife Service (USFWS) issued a Biological Opinion (BO) for the FRWLP on May 2, 2013 (Biological Opinion Reference No. 08ESMF00-2013-F-0342-1). Conservation measures for the VELB included transplanting elderberry shrubs to be impacted and planting replacement seedlings (1,470 elderberries and 1,470 associated native riparian plants at least 12.15 acres).

Elderberry shrubs to be impacted were relocated to both the Star Bend Phase 2 and Matthews sites in February 2014 and February 2015, respectively. A total of 50 (389 stems) shrubs were transplanted at Star Bend, resulting in 144 transplant locations (watering basins). A total of 28 (139 stems) shrubs were transplanted at Matthews, resulting in 47 watering basins at the site. Remaining shrubs that were not transplanted were either not salvageable or left in place during levee construction. To fulfill the replacement planting for VELB impacts, elderberry and associated native riparian seedlings were installed at the Star Bend and Matthews sites between 2014 and 2016. Monitoring is required annually over a period of 10 years. Collectively, 60% (882) of the elderberries and 60% (882) of the associated native plantings must be alive at the end of the 10-year monitoring period.

Mitigation for impacts to riparian habitat require the planting of native riparian trees and shrubs on 46.96 acres. In the process of creating habitat for the VELB, riparian habitat mitigation for the FRWLP is being partially fulfilled at the Star Bend Phase 2 and Matthews VELB Mitigation Sites. These include 13.8 acres at Star Bend Phase 2 and 8.1 acres at Matthews, totaling 21.9 acres. At each site, 80% of the mitigation plantings must be surviving at the end of a 20-year period. Monitoring is being completed during the first 10 years coinciding with the VELB mitigation monitoring requirements, followed by additional monitoring in Years 15 and 20 of the sites to complete all riparian mitigation monitoring obligations.



In June 2018, SBFCA identified SVC as the preferred entity to be the conservation easement holder and manager of the valley elderberry long horned beetle mitigation preserves. The mitigation preserves are required by the environmental permits related to the Feather River West Levee Project (FRWLP). In order to establish the mitigation preserves a series of documents needs to be prepared. SBFCA and SVC entered into a Professional Services Agreement to complete the required documents including conservation easements and a management plan. As SBFCA and SVC have advanced this effort, additional reviews by the resource agencies have extended the time frame expected for this effort, resulted in additional work and changes resulting in additional costs. The proposed contract amendment will provide the necessary resources to complete the contemplated transaction and comply with SBFCA permit requirements. Amendment No. 8 to the previously approved Services Agreement between SBFCA and SVC increases to total contract amount up to a maximum of \$274,638, an increase of \$15,000.

**Fiscal Impact**

Approval of the proposed amendment will obligate SBFCA to pay for the services provided up to the limit of the agreement, \$274,638. The work described above is associated with SBFCA's requirements for mitigation as part of the regulatory approvals of the Feather River West Levee Project. The approved capital budget for FY's 2020/21 through 2023/24 include budget for Environment Mitigation within accounts 731-6740(0,1), 6840(0,1) and 6890(0,1) for Areas C, B and D respectively. The Board Approved budget for the accounts are sufficient to cover the mitigation obligations of the FRWLP which include this Services Agreement with SVC. As a result, there is no net budgetary impact from the Board's approval of the recommended action.



# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

August 14, 2024

**TO:** Board of Directors

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

**SUBJECT:** Receive and File Monthly Financial Reports (June 2024)

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## **Recommendation**

Staff recommends that the Board receive and file the June 2024 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 May 2024. Staff's oral presentation will cover the financial activities of the Agency through June 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 June 2024. The information presented is compared to the Final Amended Final Budget for 2023/24.

## **Fiscal Impact**

This is an informational item with no fiscal impact.

## **Attachments**


Yuba City Finance Department Memorandum, August 14, 2024 re: Monthly Financial Report: June 2024



**Yuba City  
Finance Department  
Memorandum**

**Date:** August 14, 2024

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

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

**Subject:** Monthly Financial Report: June 2024

Attached is the Monthly Financial Report for the Sutter Butte Flood Control Agency for the month of June covering fiscal year 2023-24. This Monthly Financial Report includes the following information prepared by SBFCA:

- Total working capital reconciliation: A reconciliation of total working capital for fiscal year 2023-24 through June 2024 as compared to the amended SBFCA Budget is shown. The statement shows an estimated amount of invoiced expenditures and revenues received to date for fiscal year 2023-24. The total preliminary working capital for the Agency as of June 30, 2024 is \$26,421,578 (**Exhibit A**).

As of the date of this report, the estimated difference between invoiced expenditures and paid expenditures is approximately \$248,571.

For fiscal year 2023-24 through June, the total amount of revenue received through grants from the State of California and assessment collection included in the working capital totals \$7,125,200. This represents combined Proposition 1E revenue for the EIP/UFRR, Small Communities, Regional Planning, and various OWA projects and Proposition 13 revenue for the Feasibility Study.

SBFCA has drawn the balance of its 2013 Assessment Revenue Bond proceeds. Since final draw on the proceeds in October 2014, additional interest has been received into the Project Fund.

**SBFCA Monthly Financial Report: June 2024**  
**August 14, 2024**

Taking into consideration payable expenses, assessment revenues received, State funding received, financing draws, and the repayment of debt, the Total Preliminary Working Capital for the Agency is approximately \$29,699,314.

- Summary statement of cumulative activities for fiscal year 2023-24 through June 2024: This statement shows the expenditures by fund and by the major expenditure category – Operations & Capital (USACE Study, EIP, Stakeholder Management, Regional Planning, Emergency Response Planning, etc.). This statement also shows the amounts received and expended through June 2024, as compared to the Final Amended SBFCA Budget for fiscal year 2023-24. This statement has been reconciled by SBFCA staff to the City of Yuba City's financial system (**Exhibit B**).

Check registers reflecting all checks issued on behalf of the Agency for June 2024 for fiscal year 2023-24 are also included.

This correspondence is informational only. Please review and file.

Thank you.

**SBFCA BUDGET  
TOTAL WORKING CAPITAL RECONCILIATION**

	FY 2023/24		
Line Item Description	Amended 2023-24 Budget [1]	Month Ending June 2024	Rec'd/Invoiced to Date
<b>Working Capital Beginning of Period</b>			
Operational Fund 730	5,106,649	6,293,373	6,293,373
Capital Fund 731 - USACE Study	(9,711,179)	(9,925,292)	(9,925,292)
Capital Fund 731 - EIP/UFRR	41,126,895	42,188,278	42,188,278
Capital Fund 731 - Stakeholder	23,267	23,267	23,267
Capital Fund 731 - RFMP	(241,946)	(318,562)	(318,562)
Capital Fund 731 - OWA	652,798	(252,355)	(252,355)
Capital Fund 731 - ER Planning	(69,991)	(69,991)	(69,991)
Capital Fund 731 - Gridley Bridge	(73,099)	(73,099)	(73,099)
Capital Fund 731 - FSRP	(1,775,291)	(1,776,671)	(1,776,671)
Capital Fund 731 - FRWLP Phase II	(1,049,230)	(852,790)	(852,790)
Capital Fund 731- ULOP	(6,844)	(6,844)	(6,844)
Capital Fund 731 - Small Communities/Sutter Bypass	(1,444,611)	(411,958)	(411,958)
Capital Fund 731 - Flood & Emergency	(604,097)	1,895,697	1,895,697
Capital Fund 731 - Sediment Removal	(4,227,916)	(7,472,243)	(7,472,243)
Capital Fund 731 - FRWLFA	(499,808)	(673,196)	(673,196)
Capital Fund 731 - City of Oroville	-	-	-
<b>Total Beginning of Period</b>	<b>27,205,596</b>	<b>28,567,613</b>	<b>28,567,613</b>
<b>Transfers</b>			
Operational Fund 730			
Capital Fund 731			
Subtotal Capital Fund			
<b>Net Transfers</b>			
<b>Revenues</b>			
Operational Fund 730	750,000	750,000	750,000
Capital Fund 731			
Capital Fund 731 - USACE Study	-	-	-
Capital Fund 731 - EIP/UFRR (Local)	5,750,000	5,850,762	7,752,779
Capital Fund 731 - EIP/UFRR (State)	2,668,486	200,697	206,758
Capital Fund 731 - RFMP	260,000	-	128,568
Capital Fund 731 - OWA	2,677,623	300,653	1,255,917
Capital Fund 731 - FRWLP Tudor Phase II	-	-	-
Capital Fund 731 - Small Communities/Sutter Bypass	1,031,104	23,088	560,848
Capital Fund 731 - Sediment Removal	441,078	-	144,214
Capital Fund 731 - FRWLFA	-	-	-
Capital Fund 731 - City of Oroville	52,525	-	8,861
Subtotal Capital Fund	12,880,816	6,375,200	10,057,945
<b>Total Revenues Operating &amp; Capital</b>	<b>13,630,816</b>	<b>7,125,200</b>	<b>10,807,945</b>
<b>Expenses</b>			
Operational Fund 730	1,177,346	688,194	722,638
Capital Fund 731			
Capital Fund 731 - USACE Study	-	(732,019)	(699,359)
Capital Fund 731 - EIP/UFRR	45,000	1,254,236	1,293,114
Capital Fund 731 - RFMP	140,000	194,585	216,753
Capital Fund 731 - OWA	4,176,320	998,018	1,031,370
Capital Fund 731- FSRP		-	-
Capital Fund 731 - FRWLP Tudor Phase II	792,845	547,677	602,923
Capital Fund 731 - Small Communities/Sutter Bypass	1,837,759	736,701	763,956
Capital Fund 731 - Sediment Removal	325,000	112,971	116,245
Capital Fund 731 - FRWLFA	49,820	14,818	16,111
Capital Fund 731 - City of Oroville	52,525	8,199	8,199
Subtotal Capital Fund	7,419,269	3,135,184	3,349,311
<b>Total Expenses Operating &amp; Capital</b>	<b>8,596,615</b>	<b>3,823,378</b>	<b>4,071,949</b>
<b>Financing Activities [2]</b>			
Debt Service on Outstanding Debt	(5,447,856)	(5,447,856)	(5,604,295)
<b>Net Financing Activities</b>	<b>(5,452,606)</b>	<b>(5,447,856)</b>	<b>(5,604,295)</b>
<b>Working Capital End of Period</b>			
Operational Fund 730	4,679,303	6,355,180	6,320,735
Capital Fund 731 - USACE Study	(9,711,179)	(9,193,272)	(9,225,932)
Capital Fund 731 - EIP/UFRR	46,831,895	41,537,644	43,250,406
Capital Fund 731 - Stakeholder	23,267	23,267	23,267
Capital Fund 731 - RFMP	(121,946)	(513,146)	(406,746)
Capital Fund 731 - OWA	(845,898)	(949,720)	(27,808)
Capital Fund 731 - ER Planning	(69,991)	(69,991)	(69,991)
Capital Fund 731 - Gridley Bridge	(73,099)	(73,099)	(73,099)
Capital Fund 731 - FSRP	(1,775,291)	(1,776,671)	(1,776,671)
Capital Fund 731 - FRWLP Phase II	(1,842,075)	(1,400,467)	(1,455,713)
Capital Fund 731- ULOP	(6,844)	(6,844)	(6,844)
Capital Fund 731 - Small Communities/Sutter Bypass	(2,251,266)	(1,125,571)	(615,066)
Capital Fund 731 - Flood & Emergency	(604,097)	1,895,697	1,895,697
Capital Fund 731 - Sediment Removal	(4,111,838)	(7,585,214)	(7,444,275)
Capital Fund 731 - FRWLFA	(549,629)	(688,014)	(689,307)
Capital Fund 731 - City of Oroville	-	(8,199)	662
<b>Total End of Period</b>	<b>29,571,311</b>	<b>26,421,578</b>	<b>29,699,314</b>
<b>Working Capital Net of Trustee Funds</b>		<b>\$26,421,578</b>	

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

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

Exhibit B

SUTTER BUTTE FLOOD CONTROL AGENCY
COMBINED SUMMARY STATEMENT OF ACTIVITIES
AS OF MONTH ENDING June 2024 OF FY 23/24
7/11/2024

Table with columns for SFCA FUNDS - ACTIVITIES TO DATE and SFCA FUNDS - FY 23/24 BUDGET. Rows include REVENUES, EXPENDITURES - ADMINISTRATION, EXPENDITURES - PROGRAM, and various operational items like USACE, EIP, OWA, etc.





# Sutter Butte Flood Control Agency

*A Partnership for Flood Safety*

August 14, 2024

**TO:** Board of Directors

**FROM:** Michael Bessette – Executive Director

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

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## **Recommendation**

Receive and file the August 2024 Program/Project update report and receive staff's monthly Program/Project presentation.

## **Background**

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

### *Feather River Regional Flood Management Planning*

Staff continues to coordinate with DWR on a fifth round of funding for the regional planning project. The schedule as presented calls for the fifth round of funding to be in place by the end of 2024. The ongoing work being conducted by the planning team, working under the round 4 funding agreement, is close to completion. Plans are underway to engage with DWR later this summer on work related to the 2027 Central Valley Flood Protection Plan Update. SBFCA's primary interests in the regional planning effort include: advance OMRR&R activities for Cherokee Canal, advance the multi-benefit OWA Robinson's Riffle project, explore opportunities to fund construction of the Tudor Flood Risk Reduction and the Yuba City Sediment Removal Projects, participate in FEMA National Flood Insurance Program reform, 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) Project*

The *Oroville Wildlife Area Thermalito Afterbay Outlet Boat Ramp and Campground Project*, funded by both the CA Department of Fish & Wildlife and Wildlife Conservation Board, is advancing toward 100% design status. The 65% design is being used to initiate the encroachment permit process through the Central Valley Flood Protection Board and the Section 408 review and approval process by USACE. The project is on schedule to produce final bid documents by the end of 2024 with construction planned for summer 2025. SBFCA also continues to make progress on the Oroville Wildlife Area Robinson's Riffle planning grant project. Work on the project continues including; scheduling and conducting stakeholder outreach meetings, hydraulic modeling, project features scoping, and preparation of the draft study report. Input from grant funders CDFW and DWR, including other stakeholders, is being used to refine the initial project to be advanced using grant funding from California Department of Fish & Wildlife (CDFW). A meeting with CDFW to discuss the design project was held on June 24<sup>th</sup> and resulted in approval by CDFW staff to advance the project which officially kicked off in July.

### *City of Oroville Levee Repair Project*

The application submitted on behalf of the City in October 2023 to the U.S. Army Corps of Engineers (USACE) under a new pilot program (Section 165(a) Pilot Program for Water Resources Projects for Small or Disadvantaged Communities) is still pending. If the City's application is selected the USACE would conduct a feasibility study at 100% Federal cost-share. We believe that USACE will make decisions on project selections soon and applicants might hear news of selection in a month or two.



### *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 lead, HDR Engineering, Inc., has set up a meeting with the Independent Panel of Experts to be held on August 8<sup>th</sup> to discuss outstanding review comments. In addition, staff is coordinating with DWR on federal funding, through FEMA grants, for the construction of the 5.2-mile levee improvement project. FEMA notified applicants on July 2 and 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 grant application and overall project.

### *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 addressed comments that were received on the 90% package and has recently completed a 100% submittal package. This package is currently under review. The SBFCA environmental team is working on acquiring the needed USACE 404 and RWQCB 401 permits, and also continues to coordinate with both USACE and UAIC on the pre-construction cultural testing. Design and environmental team meetings continue to be held weekly, or as needed, to advance the project. We hope to receive permission from USACE to perform cultural resources investigations in October. It is anticipated that the design and permitting effort will be concluded by the end of 2024 with construction scheduled to begin in 2025.

### *Proposition 68 Sediment Management Project*

We were recently notified that SBFCA's grant application submitted to NOAA fisheries last year in November was not selected for funding. We are reaching out to NOAA to understand better why our application was not accepted. SBFCA staff also submitted a grant application to the U.S. Bureau of Reclamation in March and we hope to hear back by the end of this year. SBFCA staff also continues to coordinate with Yuba County staff to remove sediment at the Star Bend boat ramp on the east side of the Feather River. Yuba County recently awarded a construction contract for the Star Bend Boat Ramp Project and began construction in late July.

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

Staff continues to advance the punch-list repairs to the Feather Water District Facilities (leaking valve and meter vaults). The design team completed the repair plans, issued them for bids in May, opened bids on June 20, and the SBFCA Board awarded the construction contract to T&S Construction on July 10. The schedule shows the repair work to be initiated in late summer and it will be coordinated with the Feather Water District. Staff also continues to work with USACE and DWR on project crediting reports and other remaining project closeout items. The crediting reports are needed to perfect the credit established by SBFCA by advancing the levee improvements prior to when the federal government appropriated funds for the project. The Project Partnership Agreement Amendment No. 1, which will allow for the credit transfer, was approved by the Board in March and will be formally executed by the Executive Director later this year (September or October).

### *Engineering Design*

SBFCA staff continues to coordinate with Levee District 1 for repairs to the UPRR/Reach 7 relief well enclosure structures. The design team completed the repair plans, issued them for bids in July, opened bids on July 25, and the SBFCA Board will consider to award the construction contract to the low bidder Lund Construction this month. We have scheduled the repair work to occur this summer. In addition, the design team continues to process the encroachment permits for facilities (pipes, electrical, levee ramps, etc.) modified by the Feather River West Levee Project (FRWLP). Those permits are processed through the Central Valley Flood Protection Board after approval by the Corps of Engineers.

### *Environmental Documentation/Permitting/Monitoring/Mitigation*

Work on the Star Bend and Mathews Property environmental mitigation sites continues. SBFCA staff and the Sacramento Valley Conservancy team completed all the documents associated with land transfers, easement establishments, and other associated activities required to establish and manage the mitigation sites in perpetuity. The finalized management plan and associated documents have recently been approved by the California

Department of Fish and Wildlife (CDFW) and the US Fish & Wildlife Service. This long process will soon be completed with the necessary procedures in place for long term maintenance of both sites.

*Right of Way*

The SBFCA right-of-way team and DWR (real estate branch and geodetics group) continue to conduct monthly coordination meetings to streamline the real estate acquisition reimbursement process and ultimate transfer of property to the State by the end of this year. DWR is making good progress on reviewing and approving the Final Accounting Packages, which allow SBFCA to be reimbursed by DWR for land acquisitions.

*Regional Development Impact Fee*

The Regional Development Impact Fee (DIF) Program became effective on April 8<sup>th</sup> after receiving approval from all affected land use agencies. This new funding source will help fund projects identified in the Agency’s Strategic Plan.

*Sutter County FEMA Accreditation*

SBFCA staff are coordinating with Sutter County and Yuba City on the 100-year FEMA accreditation package for the southern Feather River west levee reaches. SBFCA and Sutter County will be meeting with FEMA representatives in late August to discuss the approach for processing the remapping and accreditation package. It is anticipated that the review and processing period with FEMA will take approximately 3 to 5 years before the proposed mapping changes become effective. SBFCA staff has also been in contact with Yuba County staff and their consultants to help coordinate the ongoing hydraulic modeling efforts and to maintain consistency with recent levee work performed by both SBFCA and Three Rivers Levee Improvement Authority.

*State & Local Funding and Coordination*

EIP / 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 28<sup>th</sup>, 29<sup>th</sup>, and 30<sup>th</sup>. An \$308,156 payment for 31<sup>st</sup> 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
<b>TOTAL FUNDING</b>	<b>\$21,339,829</b>	<b>\$234,748,777</b>	<b>\$256,088,606.03</b>
<i>Pending [6]</i>	\$0	\$0	\$0
<b>TOTAL RECEIVED TO DATE</b>	<b>\$21,339,829</b>	<b>\$230,648,323</b>	<b>\$253,420,121</b>
<b>TOTAL PAYMENTS</b>	<b>\$21,339,829</b>	<b>\$232,080,291</b>	<b>\$253,420,121</b>
<b>GRANT BALANCE</b>	<b>\$0</b>	<b>\$2,668,486</b>	<b>\$2,668,486</b>

- [1] Amendment 1 to the Design Agreement amended the term of the agreement.
- [2] Amendment 1 to the Construction Agreement amended the scope agreement to include the closure of gaps (at reaches 13 and 24) in Area C.
- [3] Amendment 2 to the Design Agreement increased the cost share from 50% to 76% State Cost Share and increased the State funding limit.
- [4] Amendment 2 to the Construction Agreement increased the scope to include Areas B & D2A and 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 eleventh quarters were received in the sum amount of \$1,386,458 with \$168,248 currently pending for the 12<sup>th</sup> through 14<sup>th</sup> Quarters. A 15<sup>th</sup> Quarter package is currently being formulated and will be submitted toward beginning of August.

SBFCA submitted the first package to WCB for the Thermalito Afterbay project. A 3<sup>rd</sup> Quarter package was formulated and submitted in May. A 1st quarter package for the CDFW SFRA Thermalito Afterbay project was also formulated and submitted in May. Additional packages for the WCB and CDFW SFRA grants will be submitted beginning of August. 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
<b>TOTAL FUNDING</b>	<b>\$1,716,847</b>	<b>\$1,716,847</b>

*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 9	\$0	\$0
PMT 10	\$300,653	\$300,653
PMT 11	\$27,633	\$27,633

*Pending*

PMT 12	\$27,633	\$27,633
PMT 13	\$25,100	\$25,100
PMT 14	\$8,905	\$8,905

**TOTAL PAYMENTS** **\$1,448,095** **\$1,448,095**

**GRANT BALANCE** **\$268,752** **\$268,752**

### OWA Thermalito Afterbay Funding

	<u>Agreement</u>		
	<u>WCB</u>	<u>CDFW-SFRA</u>	<u>Total</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
<b>TOTAL FUNDING</b>	<b>\$4,415,000</b>	<b>\$3,305,756</b>	<b>\$7,720,756</b>
<i>Payment Received</i>			
PMT 1			\$0
<i>Pending [1]</i>			
PMT 1	\$58,555	\$129,443	\$187,998
PMT 2	\$125,098		\$125,098
PMT 3	\$115,015		\$115,015
<b>TOTAL PAYMENTS</b>	<b>\$298,668</b>	<b>\$129,443</b>	<b>\$7,657,210</b>
<b>GRANT BALANCE</b>	<b>\$4,116,332</b>	<b>\$3,176,313</b>	<b>\$7,823,624</b>

[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 7<sup>th</sup> have been received, totaling \$4,015,235 with an additional 8<sup>th</sup> Quarter package pending payment. A 9<sup>th</sup> invoice package is likely to be submitted to CNRA in October. SBFCA has been in close contact with CNRA to process payments.

### **CNR Sediment Removal Funding**

	<u>Agreement</u>	<u>Total</u>
Grant Agreement No.	R31866-0	
Grant Amount	\$5,000,000	\$5,000,000
<b>TOTAL FUNDING</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>

### Receipts

<i>Received</i>		
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
<i>Pending</i>		
PMT 8	\$144,214	\$144,214
<b>TOTAL PAYMENTS</b>	<b>\$4,159,449</b>	<b>\$4,159,449</b>
<b>GRANT BALANCE</b>	<b>\$840,551</b>	<b>\$840,551</b>

*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; Regional Flood Management Planning Phase IV (RFMP IV); and Sutter Bypass East Levee (SBEL) projects.

A fourth reimbursement package for FMPRA Robinson’s Riffle was submitted to DWR in May for \$87,551, totaling \$358,906 in pending receivables for this grant. A subsequent fifth package is being formulated for submittal beginning of August.

A second reimbursement package for RFMP IV was submitted to DWR in February requesting \$54,864, totaling \$128,568 in pending receivables. An additional two package are currently being finalized for submittal during the first weeks of August.

The fourth reimbursement request package for SBEL was submitted to DWR for \$103,311, totaling \$541,651. A fifth reimbursement request package will be formulated and submitted beginning of August.

**State Funding**

	<b>Agreement</b>			<b>Total</b>
	<b>FMPRA Robinson's Riffle</b>	<b>RFMP IV</b>	<b>Sutter Bypass East Levee</b>	
Grant Agreement No.	4600015071	4600015037	4600014883	
Grant Amount	\$1,144,800	\$260,000	\$4,000,000	\$5,404,800
<b>TOTAL FUNDING</b>	<b>\$1,144,800</b>	<b>\$260,000</b>	<b>\$4,000,000</b>	<b>\$5,404,800</b>
<b>Receipts</b>				
Received				
PMT 1	\$0	\$0	\$0	\$0
Pending				
PMT 1	\$99,307	\$12,832	\$112,991	\$225,130
PMT 2	\$77,213	\$60,872	\$123,650	\$261,735
PMT 3	\$94,835	\$54,864	\$201,698	\$351,398
PMT 4	\$87,551		\$103,311	\$190,862
<b>TOTAL PAYMENTS</b>	<b>\$358,906</b>	<b>\$128,568</b>	<b>\$541,651</b>	<b>\$1,029,125</b>
<b>GRANT BALANCE</b>	<b>\$785,894</b>	<b>\$131,432</b>	<b>\$3,458,349</b>	<b>\$4,375,675</b>

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