



Sutter Butte Flood Control Agency

Board of Directors Agenda – Regular Meeting, July 8, 2020, 1 p.m.

MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF COVID-19

In Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Directors and members of the public will participate in this meeting by teleconference. The call in information for the Board of Directors and the public is as follows:

Zoom Meeting URL: <https://downeybrand.zoom.us/j/99510304056>

Meeting ID: 995 1030 4056

Phone number: 213.338.8477

Any member of the public on the telephone may speak during Public Comment or may email public comments to admin@sutterbutteflood.org and comments will be read from each member of the public. During this period of modified Brown Act Requirements, Sutter Butte Flood Control Agency will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

County of Sutter

Mat Conant
Mike Ziegenmeyer
Alt. Ron Sullenger
Alt. Jim Whiteaker

County of Butte

Bill Connelly
Steve Lambert

City of Yuba City

Shon Harris
Grace Espindola
Alt. Marc Boomgaarden
Alt. Manny Cardoza

City of Live Oak

Lakhvir Ghag
Alt. Luis Hernandez

City of Gridley

Bruce Johnson

City of Biggs

Bo Sheppard
Alt. Roger Firth

Levee District 1

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

Levee District 9

Mike Morris
Chris Schmidl

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 June 10, 2020 Board Meeting
2. Authorization of the Executive Director to Execute a Funding and Services Agreement with the Feather River West Levee Financing Authority to provide administrative functions for the Authority and for the establishment of a Special Benefit Assessment District for Operations, Maintenance, Repair, Rehabilitation & Replacement (OMRR&R) of the locally maintained levees in the Sutter-Butte Basin

PRESENTATION, DISCUSSION & ACTION ITEMS

3. Future Management of Mitigation Area at Star Bend Setback and Matthews Mitigation Areas
4. Presentation and File Monthly Financial Report

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

5. Presentation and File Program/Project Update
6. Other Reports from Agency Staff and Consultants
7. Report by Member and Partner Agencies

CORRESPONDENCE

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

CLOSED SESSION

Conference with Legal Counsel Regarding Public Employment Pursuant to Government Code Section 54957 Title: Executive Director Evaluation

ADJOURNMENT

The next regularly scheduled Board of Directors meeting will be held on Wednesday August 12, 2020 at 1 p.m.



Sutter Butte Flood Control Agency

Board of Directors Minutes Regular Meeting, June 10, 2020, 1 p.m.

MODIFIED BROWN ACT REQUIREMENTS IN LIGHT OF COVID-19

The Sutter Butte Flood Control Agency (Agency) Board of Directors (Board), State of California, met on the above date at 1 p.m. in Compliance with CA Executive Orders N-25-20 and N-29-20 members of the Board of Directors and members of the public participated in this meeting by teleconference.

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, Mike Ziegenmeyer
County of Butte:	Steve Lambert, Bill Connelly
City of Yuba City:	Grace Espindola, Shon Harris
City of Biggs:	Bo Sheppard
City of Gridley:	Bruce Johnson
City of Live Oak:	Lakvhir Ghag
Levee District 9:	Mike Morris
Levee District 1:	Charlie Hoppin, Francis Silva

MEMBERS ABSENT: Chris Schmidl

STAFF PRESENT: Michael Bessette, Executive Director; Scott Shapiro, Agency Counsel; Seth Wurzel, Budget Manager, and Terra Yaney, Board Clerk

MEETING/CALL TO ORDER

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

PUBLIC COMMENT

No public Comment

BUDGET HEARING

- 1. Public hearing and approval of the Proposed Amended 2019-21 Budget covering Fiscal Years 2019-20 and 2020-21 and of the Proposed 2021-23 Budget covering Fiscal Years 2021-22 and 2022-23**

Budget Manager Seth Wurzel provided a power point presentation for the recommendation of the proposed amended 3-year and proposed amended 2-year budget year. He explained the process and purpose for budget amendments and expenditure details. The budget approval process is a two-step process with preliminary approval on May 13. He provided budget comparison summaries for the 3 and 2 year expenditures for all allocations of funds. He also provided a chart outlining the SBFCA Program Budget Operation.

Director Mat Conant opened the public hearing and invited members of the public to provide comment.

No public Comment

The public hearing was closed.

A motion to approve the Proposed Amended 2019-21 Budget covering Fiscal Years 2019-20 and 2022-23 and 2020-21 and the Proposed 2021-23 Budget covering Fiscal Years 2021-22 and 2022-23 was made by Director Mike Morris and seconded by Director Bo Sheppard. The motion passed with no objection. The item was approved as follows:

- Mat Conant– yes
- Bill Connelly– yes
- Grace Espindola– yes
- Lakvhir Ghag- Yes
- Shon Harris - yes
- Charlie Hoppin - yes
- Bruce Johnson - yes
- Steve Lambert– yes
- Mike Morris - yes
- Bo Sheppard - yes
- Francis Silva - yes
- Mike Ziegenmeyer -yes

CONSENT CALENDAR

2. Approval of the Minutes for the May 13, 2020 Board Meeting
3. Approve a Memorandum of Understanding (MOU) between members of the Feather River Regional Flood Management Planning Group and grant authority to the Executive Director to execute the MOU on behalf of the Agency
4. Approval of Task Order 25 with HDR for Engineering Service related to the 200-Certification of the Feather River West Levee Project
5. Approval of Amendments to the Consultant Agreements for Agency Support for Fiscal Year 2020-21

A motion to approve the Consent Calendar was made by Director Grace Espindola and seconded by Director Mike Morris. The motion passed with no objection. The Consent Calendar was approved as follows:

- Mat Conant– yes
- Bill Connelly– yes
- Grace Espindola– yes
- Lakvhir Ghag- Yes
- Shon Harris - yes
- Charlie Hoppin - yes
- Bruce Johnson - yes
- Steve Lambert– yes
- Mike Morris - yes
- Bo Sheppard - yes
- Francis Silva - yes
- Mike Ziegenmeyer -yes

No public Comment

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

RESOLUTION OF NECESSITY HEARING

6. Adopt a Resolutions of Necessity to acquire certain property interests for the Feather River West Levee Project as follows:
 - Fee title to 0.47 ± acres in Sutter County identified as 800-OR-3, the owner of which is currently unknown.
 - Fee title to 1.75 ± acres in Sutter County identified as 889-OR-86, the owner of which is currently unknown.
 - Fee title to 6.05 ± acres in Sutter County identified as 47-D-216, the owner of which is currently unknown.
 - Fee title to 3.96 ± acres in Sutter County identified as STA 1374-1392, the owner of which is currently unknown.
 - Fee title to 0.02 ± acres in Sutter County identified as 4-OR-157 (Koch Lane), the owner of which is currently unknown.
 - Fee title to 1.36 ± acres in Butte County identified as APN 024-210-024, the owner of which is currently unknown.

A motion to approve the Resolutions of Necessity was made by Director Mike Morris and seconded by Director Grace Espindola. Motion passed with no objection. The Resolutions of Necessity was approved as follows:

- Mat Conant– yes
- Bill Connelly– yes
- Bruce Johnson - yes
- Steve Lambert– yes

- Grace Espindola– yes
- Lakvhir Ghag- Yes
- Shon Harris - yes
- Charlie Hoppin - yes

- Mike Morris - yes
- Bo Sheppard - yes
- Francis Silva - yes
- Mike Ziegenmeyer -yes

PRESENTATION, DISCUSSION & ACTION ITEMS

7. Approval of Resolution for the levy and collection of 2020-21 Fiscal Year assessments for the Sutter Butte Flood Control Agency Assessment District in Sutter and Butte Counties

Budget Manager Seth Wurzel reported that the resolution authorizes the assessment roll of all parcels subject to the SBFCA Assessment District assessments to be filed with the Sutter County Auditor Controller and Butte County Auditor Controller for Fiscal Year 2020-21. Approval of the resolution is consistent with covenants made within the outstanding bond agreements related to SBFCA's outstanding debt obligations, there is no budgetary impact as a result of the board's approval of the recommended action.

A motion to approve the Resolution was made by Director Bo Sheppard and seconded by Director Mike Morris. Motion passed with no objection. The Resolutions of Necessity was approved as follows:

- Mat Conant– yes
- Bill Connelly– yes
- Grace Espindola– yes
- Lakvhir Ghag- Yes
- Shon Harris - yes
- Charlie Hoppin - yes

- Bruce Johnson - yes
- Steve Lambert– yes
- Mike Morris - yes
- Bo Sheppard - yes
- Francis Silva - yes
- Mike Ziegenmeyer -yes

8. Presentation and File Monthly Financial Report

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

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

9. Program/Project Update

Executive Director Michael Bessette gave a presentation outlining the recent and ongoing activities of the agency. He reported that staff continues to coordinate with River Partners on the OWA project regarding their work on the invasive species removal and new vegetation plantings.

He went on to report that the physical construction of the UPRR Closure Structure has been completed. The structure installation was tested by the contactor and the installation training for Levee District One has been done. He reported that the construction management team is coordinating with LD1 on the fabrication of a scale model of the closure structure to be housed in the LD1 maintenance yard to be used for training installations. He reported that the model is complete and will be delivered next week. He reported that the CM Team issued the Notice to Proceed on the Trailer and Shed Demolition project in Butte County, this is an encroachment compliance clean up action. The project was awarded to W.C. Maloney. The demolition work began in mid-May and was completed after 3 days of field work. Mr. Bessette provided photos representing pre and post demo of the project.

It was reported that staff continues to coordinate closely with the Sacramento Valley Conservancy and LD1 on the Star Bend and Mathews mitigation sites. Coordination meetings are now being held every other week to advance progress towards the completion of the required conservation easement and management plan. Our current schedule is for the framework agreement and associated documents to be presented at the July 2020 Board meeting.

It was reported that staff continues to work with the California Natural Resources Agency (CNRA) and local stakeholders for \$5 million of direct funding for sediment removal at both the Yuba City and Star Bend boat launch locations, and removal of aquatic invasive species at the Live Oak boat launch location. In May, the project team kicked off the design and continued working on environmental and permitting efforts.

Mr. Bessette announced that the Feather River West Levee Financing Authority (FRWLFA) will be holding their first board meeting this afternoon.

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

10. Other Reports from Agency Staff and Consultants

Nothing to report.

11. Report by Member and Partner Agencies

Nothing to report.

CORRESPONDENCE

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

It was reported that we received correspondence from USACE COL Handura providing an update of the USACE Sacramento District.

CLOSED SESSION

1. Conference with Legal Counsel Regarding Public Employment Pursuant to Government Code Section 54957 Title: Executive Director Evaluation

OPEN SESSION

Item 1: Did not take action. Requested closed session at next month’s meeting to finish the process.

ADJOURNMENT

With no further business coming before the Board, the meeting was adjourned at 2:51 p.m.

ATTEST BY: _____

Terra Yaney, Board Clerk

Board Chair



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

July 8, 2020

TO: Board of Directors

FROM: Michael Bessette, Executive Director
Andrea Clark, General Counsel

SUBJECT: Authorization of the Executive Director to Execute a Funding and Services Agreement with the Feather River West Levee Financing Authority to provide administrative functions for the Authority and for the establishment of a Special Benefit Assessment District for Operations, Maintenance, Repair, Rehabilitation & Replacement (OMRR&R) of the locally maintained levees in the Sutter-Butte Basin

Recommendation

The Board of Directors review, approve and delegate Authority to the Executive Director to execute a Funding and Services Agreement with Feather River West Levee Financing Authority (FRWLFA) to provide administrative functions and to support the establishment of a new Special Benefit Assessment District to fund Operations, Maintenance, Repair, Rehabilitation and Replacement (OMRR&R) of the locally maintained levees in the Sutter-Butte Basin.

Discussion

The Feather River West Levee Financing Authority (FRWLFA) was recently formed through a joint powers agreement among Levee District 1, Levee District 9 and Sutter County. Prior to the formation of the new JPA, and pursuant to an August 2018 Funding and Services Agreement entered into among LD 1, LD 9 and Sutter Butte Flood Control Agency (SBFCA), SBFCA provided technical, financial and administrative support for FRWLFA's formation and continues to provide administrative support at the request of LD 1 and LD 9 (including planning for the first meeting of the FRWLFA Board of Directors held on June 10, 2020). At their first board meeting, the FRWLFA Board elected to enter into a Funding and Services Agreement with SBFCA that will complement and add to the services contemplated in the 2018 Funding and Services Agreement. The new Funding and Services Agreement would authorize SBFCA to provide administration of FRWLFA for as long as needed, including such services as legal¹ and staff support, establishment of budget/financial functions, conducting board meetings, establishment of operational policies and procedures, and consultant contracting.

Analysis

Staff recommends that the Board of Directors approve the attached Funding and Support Agreement (FSA) included as **Attachment 1** and authorize the Executive Director to execute the attached Agreement with FRWLFA to provide the administrative services described above and to support the establishment of a new benefit assessment district. This approach would ensure that the current O&M management, responsibility and activities of the LDs would remain the same as they exist today. FRWLFA, with financial and technical support from SBFCA, would coordinate the establishment of a new funding mechanism to allow the local maintaining agencies to take on the added responsibility for Repair, Replacement & Rehabilitation (RR&R) of the levee reaches recently improved by SBFCA. The strategy described herein would allow SBFCA to comply with the OMRR&R obligations

¹ Downey Brand serves as counsel to SBFCA and will now also provide general counsel services to FRWLFA; both entities will be executing a conflict waiver.

of its funding agreements with the Department of Water Resources (DWR) in a timely manner, ensure that SBFCA receives all funding due from DWR, and keep SBFCA out of the levee operations and maintenance business.

The proposed agreement would authorize SBFCA to provide all or part of the following services as requested by the FRWLFA:

- Assist with the administration of the new JPA (FRWLFA) whose sole purpose would be to levy a special benefit assessment on **all properties** benefiting from levee OMRR&R services provided by LDs 1 and 9. The FRWLFA will **not have a role with respect to how those services would be provided; it will only be a vehicle for providing funding.**
- Assistance with the administrative effort would consist of providing legal support, as needed, to prepare necessary documents, including a Joint Exercise of Powers Agreement, bylaws, legal filings and other required legal JPA formation documents. SBFCA could perform as little or as much of this legal work as desired by the FRWLFA.
- SBFCA would assist with the establishment of the proposed special benefit assessment by the FRWLFA.
 - Assistance will include qualifying, selecting, contracting and coordinating an assessment engineering, legal and outreach consultant team to complete the required Proposition 218 special benefit assessment and ballot proceeding processes.
- SBFCA would assist with near-term administrative management of the FRWLFA until the FRWLFA was established and self-sustaining. This start-up assistance would include;
 - Providing initial seed funding for the New JPA (to be repaid from future assessments over time.)
 - Providing legal and management & staff support.
 - Establishing an operating budget and supporting associated accounting/financial functions.
 - Conducting board meetings including setting agendas, handling required noticing and Brown Act compliance.
 - Establishing needed policies and procedures for general operations.

The attached agreement includes the budget for the services to be provided by SBFCA. SBFCA staff will continue to coordinate with the FRWLFA to determine the amount and duration of the services that would be requested by the FRWLFA. In aggregate, with the previously approved support services provided under the FSA with LD 1 and 9, SBFCA estimates the budget for the above to be approximately \$250,000. As such, staff recommends authorization for the Executive Director to negotiate and execute the FSA with a budget not to exceed \$250,000. Nominal expenses associated with the establishment of the FRWLFA, issuance of an RFP for Assessment District Formation Services and associated support for the first board meeting have been incurred to date.

Fiscal Impact Analysis

As noted above, SBFCA staffs initial estimate of the services described above is less than \$250,000, however, the cost could exceed this amount. The primary driver of the costs will be the costs associated with the establishment of the contemplated Assessment District. The costs to provide the proposed services are included with the Board adopted Final Budgets for FY's 19/20 through 20/21 within various categories of funding. As this effort is associated with complying with obligations of SBFCA's EIP/UFRR funding agreement, SBFCA will utilize budget within the EIP and UFRR program (731-5001/6001). Efforts associated with the closeout of the project (Execution of OMRR&R Agreements) are associated with account 731-5001/6001-68930 and portions associated with the development of the funding are associated with accounts 731-5001/6001-67311, 66512, 66331, 66311 depending upon the scope of services. In order to track these efforts, SBFCA staff is in the process of establishing new budget accounts and allocating budget from the accounts listed to these new accounts. Because available budget exists for this effort within the Final Approved FY 19/20 through 20/21 budgets, there is no net budgetary impact from the Board's approval of Staff's recommendation at this time.

Attachments

1. Funding and Services Agreement between SBFCA and FRWLFA

**FUNDING AND SERVICES AGREEMENT
BETWEEN THE FEATHER RIVER WEST LEVEE FINANCING AUTHORITY AND
SUTTER BUTTE FLOOD CONTROL AGENCY**

This Funding and Services Agreement (“**Agreement**”) is entered into effective as of July _____, 2020 (the “**Effective Date**”), by and between the Feather River West Levee Financing Authority (“**FRWLFA**”) and Sutter Butte Flood Control Agency (“**SBFCA**”), each a “**Party**” and together the “**Parties**.”

In consideration of the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The following recitals are true and correct and shall be viewed as the context for this Agreement:

a. FRWLFA is a joint power agency which was formed in 2020 to levy a special assessment on all properties benefitting from levee operation, maintenance, repair, rehabilitation and replacement services provided by LD 1 and LD 9.

b. Pursuant to the Joint Exercise of Powers Agreement (“**JPA Agreement**”) that created FRWLFA, the Board of FRWLFA has the power to appoint and retain such consultants and independent contractors as may be necessary.

c. FRWLFA wishes to contract with SBFCA for the services described herein.

d. The Parties wish to enter into this Agreement for the purpose of clarifying their roles with respect to the administrative and financial services performed by SBFCA for FRWLFA.

2. Term. This Agreement shall commence on the Effective Date and terminate upon thirty (30) days written notice by either Party to the other Party (the “**Term**”).

3. Services. SBFCA agrees to provide the services (“**Services**”) as described within the scope of services attached hereto as Exhibit 1 (“**Scope of Services**”). FRWLFA agrees to reimburse the SBFCA for the cost of Services if FRWLFA is successful forming a new benefit assessment district to fund levee operations and maintenance services. Upon successful formation of the assessment district, FRWLFA and the SBFCA will enter into a new agreement specifying the schedule and final amount of reimbursement.

4. Indemnification. SBFCA shall indemnify, defend, and hold harmless FRWLFA, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney’s fees and costs incurred by FRWLFA), injury, or damage arising out of the negligence, recklessness, or willful misconduct of Contractor, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement, excepting liabilities due to the negligence, recklessness, or willful misconduct of FRWLFA.

5. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the rendering of Services. No other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if in writing and signed by the Party to be bound.
6. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way, and the Parties hereby agree that the portion so held invalid, unenforceable, or void shall, if possible, be deemed amended or reduced in scope, or otherwise be stricken from this Agreement to the extent required for the purposes of validity and enforcement thereof.
7. Section Headings for Convenience Only. The section headings herein are for the purpose of convenience only and are not intended to define or limit the contents of any section.
8. Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
9. Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other Party.
10. Governing Law. This Agreement shall be governed by the laws of the State of California.
11. Counterpart Originals. This Agreement may be signed in counterpart originals.

Feather River West Levee Financing Authority

Charlie Hoppin, Board President

Sutter Butte Flood Control Agency

Michael Bessette, Executive Director

**Funding and Service
Agreement
Exhibit '1' - Scope of
Work**

Authority Administrative Services

- Assist with organizational activities of the Feather River West Levee Financing Authority –develop operational documents including by-laws, meeting schedule and other required policies (including procurement) for Board approval.
- Assist with regular meetings including – development of agendas, noticing, preparation of staff reports and supporting materials, and other items as required for the regular operation of the agency.
- Provide Board Clerk services, support meeting by preparing meeting minutes, organize meeting documents, distribute / post / notice agenda materials.
- Coordination with Agency Legal Counsel.

New Levee Operations and Maintenance Assessment District Formation

- Coordinate with the FRWLFA to support the formation of a New Levee Operations and Maintenance Assessment District. This support may come in the form of any or all of the following tasks.
 - Benefit Area Hydraulic Modeling - Develop benefit area floodplains for individual and consolidated O&M assessment areas, needed to support finalized Assessment Engineering process.
 - Finalize Assessment Budget Model – Assist with consolidating independent budgets for levee operations and maintenance. Coordination on policies for budget development to support associated apportionment of revenues to member agencies. Incorporate repayment of formation process into budget.
 - Develop Scope of Work, and support the issuance of a Request for Qualifications and Proposal for Assessment District Formation and selection – Finalize a scope of work for assessment engineering, public outreach, legal and legislative process support that would be included within a Request for Qualifications and proposal solicitation. Issue the Request for Qualifications and Proposals and assist with consultant selection help advertise and issue RFQs, receive review and evaluate statements of qualifications and proposals, conduct interviews and finalize a recommendation and formal selection of consultant / team.
 - Administer Contract with the Assessment Engineering Team – provide consultant management support during Assessment District formation process, provide staff support to the LD’s during assessment engineering process and public outreach process.
 - Support Board Engagement during Proposition 218 process - Assist with Public Hearing processes, development of required resolutions to support the formation process and facilitate the assessment ballot proceeding and public

hearing.

Funding Services

- On behalf of the Agency, fund the costs associated with providing all of the above listed services. This includes paying invoices, as approved by the Agency for Assessment Engineering and Public Outreach Services, Legal Services and any other direct costs of the Agency as authorized by the FRWLA Board of Directors or its designee. SBFCA will directly pay these costs on behalf of the Agency.

Other Services

- Other services as mutually agreed upon.



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

July 8, 2020

TO: Board of Directors

FROM: Michael Bessette, Executive Director
Andrea Clark, General Counsel

SUBJECT: Future Management of Mitigation Area at Star Bend Setback and Matthews Mitigation Areas

Recommendation

Approve the attached Framework Agreement with LD 1 regarding future management of Star Bend mitigation area; direct staff to carry out SBFCA's obligations under the Framework Agreement; and direct staff to carry out all remaining mitigation-related tasks associated with the Star Bend and Matthews mitigation areas.

Background

Star Bend Site

In 2008, LD 1 and SBFCA executed the Star Bend Setback Levee Local Cost-Sharing Agreement, which provided for SBFCA's funding of the local share of LD 1's Star Bend setback levee project, including costs for mitigation. Both LD 1 and SBFCA have utilized portions of the Star Bend setback area for mitigation plantings. In 2014, SBFCA and LD 1 executed a Memorandum of Understanding Regarding Sutter Butte Flood Control Agency's Right to Enter and Plant Elderberry Shrubs (MOU). The purpose of the MOU was for LD 1 to grant SBFCA permission to enter onto LD 1's property to plant elderberry shrubs as part of SBFCA's regulatory obligations for mitigating impacts of the Feather River West Levee Project. Under the MOU, it was contemplated that LD 1 and SBFCA would enter into a future agreement addressing long-term management of the mitigation plantings on LD 1's property. The MOU was amended in 2014 and again in 2016 to extend the deadline for execution of a future agreement.

At the time of the most recent amendment to the MOU, it was contemplated that in lieu of executing a future agreement for SBFCA to utilize LD 1's property into the future, the parties could enter into an agreement under which LD 1 transfers the property in fee to SBFCA for future management. The MOU remains in effect until the parties either (1) enter into a future agreement for SBFCA's ongoing use of LD 1's property, or (2) enter into an agreement under which LD 1 transfers all or a portion of its property to SBFCA.

After comprehensive discussions, SBFCA and LD 1 determined that a transfer of property from LD 1 to SBFCA is most consistent with both entities' future obligations with respect to mitigation at the site. Staff proposes to utilize the attached Framework Agreement (**Attachment 1**) to document and set forth the terms of the transaction. The site location is depicted in Exhibit A to the proposed Framework Agreement.

The Framework Agreement contains the following key provisions, with supporting actions:

1. LD 1 obligations:

- a. Transfer to SBFCA fee title in the portion of the Star Bend setback area utilized for mitigation plantings, and will grant to SBFCA an easement over the adjacent levee for access purposes. This area is depicted in Exhibit B to the proposed Framework Agreement.
- b. Grant to SBFCA access rights over the levee for SBFCA's management of the mitigation sites.
- c. Join in inspections by the managing entity to determine whether actions are necessary to maintain the flow conveyance, and will direct that entity to carry out those actions. It is expected that existing endowment funding will suffice to cover the costs of such actions; to the extent the costs of such actions are not covered by existing endowment funding, LD 1 and SBFCA shall meet and confer regarding how to share those costs.
- d. Assign to SBFCA its permit associated with mitigation plantings (Central Valley Flood Protection Board Permit #19174)
- e. Cooperate with SBFCA to identify any remaining obligations, and costs thereof, associated with LD 1's use of Star Bend Site for mitigation.

2. SBFCA obligations:

a. Consistent with the prior Star Bend Setback Levee Local Cost-Sharing Agreement, SBFCA will pay LD 1's past mitigation costs of up to \$300,000. Currently, the amount totals \$292,500.85 as shown in **Attachment 2**. Staff is requesting Board authorization of \$300,000 in order to ensure that all remaining costs associated with LD 1's management of the site can be covered up until the transfer occurs.

b. Take responsibility for funding of mitigation at the site going forward, including a Long-Term Management Endowment, initial and capital funding, and the Conservation Easement Endowment. The total Long-Term Management Endowment is \$491,000, the total initial and capital amount to be paid by SBFCA is \$55,600, and the total Conservation Easement is \$47,000. (Note, all of these amounts cover both the Star Bend and Matthews sites).

c. Contract directly with Triangle Properties to carry out remaining interim management tasks at the Star Bend Site, and be responsible for all related costs. SBFCA has already engaged Triangle Properties to provide interim management of the Site through its prior Task Order No. 14 with ICF. Staff will bring future requests before the Board for Triangle Properties to provide the remaining interim management of the Star Bend Phase 2 site until 2025 at which time the Long-Term Management endowment will then be available to provide for long-term management.

d. Execute documentation associated with mitigation management at the Star Bend site going forward, including contracting for management tasks, and granting associated access rights to the Sacramento Valley Conservancy; granting a conservation easement to the Sutter Buttes Regional Land Trust; and executing a funding agreement for endowment funding, which will be held by the National Fish and Wildlife Foundation.

Staff is requesting authority from the Board to execute the Framework Agreement with LD 1, to carry out SBFCA's obligations under that agreement, and to carry out any other tasks necessary to ensure future management of the Star Bend mitigation area.

Matthews Site

SBFCA is also utilizing the Matthews Site (as shown in **Attachment 3**) for mitigation plantings. SBFCA is subject to the same permit requirements for the Matthews Site as for the Star Bend Site. That includes contracting for management tasks, granting associated access rights to the Sacramento Valley Conservancy, granting a conservation easement to the Sutter Buttes Regional Land Trust, and executing a funding agreement for

endowment funding, which will be held by the National Fish and Wildlife Foundation. Staff is requesting authority from the Board to carry out all tasks associated with future management of the Matthews Site mitigation area.

Fiscal Impact

Approval of the Framework Agreement will obligate SBFCA to pay for the associated obligations enumerated above. The above obligations are 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 2019/20 and 2020/21 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 obligations under the Framework Agreement. As a result, there is no net budgetary impact from the Board's approval of the recommended action.

Attachments:

1. Framework Agreement Between Levee District 1 of Sutter County and the Sutter Butte Flood Control Agency Regarding the Star Bend Mitigation Area
2. LD1 Star Bend Mitigation Site - Log of costs to be reimbursed by SBFCA
3. Mathew's Mitigation Site Map

**FRAMEWORK AGREEMENT BETWEEN LEVEE DISTRICT 1 OF SUTTER
COUNTY AND THE SUTTER BUTTE FLOOD CONTROL AGENCY
REGARDING THE STAR BEND MITIGATION AREA**

This Agreement is entered into effective as of July __, 2020 (the “Effective Date”), by and between Levee District 1 of Sutter County (“LD 1”) and the Sutter Butte Flood Control Agency (“SBFCA”), each a “Party” and together the “Parties.”

RECITALS

- A. SBFCA is a joint powers agency formed in 2007 to provide increased levels of flood protection for its member agencies, which include LD 1.
- B. SBFCA rehabilitated portions of the west levee of the Feather River in Sutter and Butte Counties, triggering mitigation requirements for impacts to valley elderberry longhorn beetle (“VELB”) and loss of riparian habitat.
- C. For purposes of meeting its mitigation requirements, SBFCA has utilized a portion of the Star Bend Mitigation Site (“Star Bend Site”) for mitigation plantings of elderberry shrubs and riparian seedlings. See Exhibit A for a location map of the Star Bend Site.
- D. SBFCA’s mitigation plantings on the Star Bend Site are planted in accordance with the Habitat Enhancement Plan for the Feather River Setback Levee and Enhancement Project at Star Bend (HEP) with the permission of the Central Valley Flood Protection Board (“CVFPB”) pursuant to Permit No. 19175 dated April 8, 2019.
- E. SBFCA is responsible for ongoing monitoring and maintenance of mitigation plantings in accordance with the HEP, and for placing a conservation easement over the Star Bend Site.
- F. LD 1 is a levee district responsible for operation and maintenance of portions of the levees on the west bank of the Feather River consistent with the Supplement to Standard Operation and Maintenance Manual Sacramento River Flood Control Project Unit No. 144 (O&M Manual).
- G. LD 1 constructed the Star Bend Levee Setback Project in 2009, triggering mitigation requirements for impacts on VELB and riparian habitat.
- H. For purposes of meeting its mitigation requirements, LD 1 has utilized the Star Bend Site for mitigation plantings of elderberry shrubs and riparian seedlings.
- I. LD 1’s mitigation plantings on the Star Bend Site are planted in accordance with the HEP, CVFPB Permit No. 18191 dated May 11, 2009, and CVFPB Permit No. 19174 dated April 8, 2019.

J. Because of their joint use of the Star Bend Site for mitigation plantings, SBFCA and LD 1 have worked together to arrange for financing and management of the Star Bend Site mitigation plantings in perpetuity as required by their respective permits.

K. LD 1 is fee title owner of the Star Bend Site, which includes the adjacent setback levee, and wishes to transfer to SBFCA fee title to a portion of the Star Bend Site in addition to an access easement over the adjacent setback levee for purposes of SBFCA's future maintenance and management of the mitigation area.

J. LD 1 has fulfilled its regulatory obligations with respect to monitoring and maintenance of its mitigation plantings at the Star Bend Site, but remains obligated to protect the site in perpetuity through a conservation easement or deed restriction. SBFCA's recordation of a conservation easement over the Star Bend Site pursuant to this Agreement is intended to fulfill LD 1's final remaining obligation.

K. LD 1 has incurred costs associated with its mitigation plantings at the Star Bend Site, and SBFCA wishes to reimburse LD 1 for a portion of such costs consistent with the 2008 Star Bend Setback Levee Local Cost-Sharing Agreement, which provided for SBFCA's funding of the local share of LD 1's Star Bend Setback Levee Project, including mitigation costs.

L. In 2014, SBFCA and LD 1 entered into a Memorandum of Understanding through which LD 1 granted to SBFCA permission to enter the Star Bend Site to accomplish SBFCA's mitigation planting, and which contemplated a future agreement between the Parties under which LD 1 would transfer all or a portion of the Star Bend Site to SBFCA.

M. The purpose of this Agreement is to set forth the terms upon which a portion of the Star Bend Site will be transferred from LD 1 to SBFCA and thereafter managed by SBFCA for mitigation purposes, and the relationship between SBFCA and LD 1 in connection with those actions.

In consideration of the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. LD 1 Obligations.

a. LD 1 shall transfer to SBFCA, through a quitclaim deed, its rights and title to a portion of the Star Bend Site, as defined more specifically in Exhibit B.

b. LD 1 shall grant to SBFCA and its contractors and consultants, through a non-exclusive easement with language agreeable to both Parties, access rights over the adjacent setback levee for purposes of all mitigation-related activities on the Star Bend Site.

c. LD 1 shall, in cooperation with Sacramento Valley Conservancy and consistent with its obligations under the O&M Manual, conduct floodplain management inspections to determine whether vegetation management actions are necessary to maintain flow conveyance and direct Sacramento Valley Conservancy to carry out any such actions LD 1 identifies. It is the Parties' expectation that existing endowment funding will suffice to cover the costs of such actions; to the extent the costs of such actions are not covered by existing endowment funding, the Parties shall meet and confer regarding how to share those costs.

d. LD 1 shall assign to SBFCA its rights and obligations associated with CVFPB Permit No. 19174, dated April 8, 2019 and shall notify the CVFPB of such transfer.

e. LD 1 shall cooperate with SBFCA to identify any remaining obligations, and costs thereof, associated with LD 1's use of Star Bend Site for mitigation.

2. SBFCA Obligations.

a. In consideration for LD 1's transfer of property rights as described in Section 1 herein, and as an acknowledgement of LD 1's costs associated with mitigation at the Star Bend Site to date, SBFCA will pay to LD 1 \$292,500.85.

b. SBFCA shall be responsible for the following costs associated with mitigation at the Star Bend Site:

i. Long-Term Management Endowment

ii. Initial and Capital Funding for both Long-Term Management and Conservation Easement Stewardship

iii. Conservation Easement Endowment

c. SBFCA shall contract directly with Triangle Properties for purposes of carrying out all remaining interim management tasks at the Star Bend Site, and shall be responsible for all costs associated with interim management of the Star Bend Site.

d. SBFCA shall do all of the following in order to carry out mitigation requirements at the Star Bend Site, in accordance with applicable requirements of permits granted to SBFCA and LD 1 for the Feather River West Levee Project and Star Bend Project:

i. Contract with Sacramento Valley Conservancy, or another qualified entity, after review and approval of LD 1, to carry out management tasks at the Star Bend Site, and

ii. Grant to Sacramento Valley Conservancy, or other qualified entity, access and monitoring rights for the Star Bend Site in order to carry out management tasks, and execute associated conveyance and recordation documentation; and

- iii. Grant to the Sutter Buttes Regional Land Trust, or other qualified entity, a conservation easement and execute associated conveyance and recordation documentation; and
- iv. Execute a Funding Recipient Agreement with SVC (or another qualified entity) and the National Fish and Wildlife Foundation for purposes of the endowment fund management.

3. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to mitigation plantings at the Star Bend Site. No other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if in writing and signed by the Party to be bound.

4. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way, and the Parties hereby agree that the portion so held invalid, unenforceable, or void shall, if possible, be deemed amended or reduced in scope, or otherwise be stricken from this Agreement to the extent required for the purposes of validity and enforcement thereof.

5. Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

6. Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other Party.

7. Governing Law. This Agreement shall be governed by the laws of the State of California.

8. Counterpart Originals. This Agreement may be signed in counterpart originals.

9. Notices. All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand-delivered to the other Party; or (b) three (3) business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the Parties as set forth below; or (c) the next business day after same have been deposited with Federal Express or a comparable national express courier, postage prepaid, addressed to the Parties as set forth below with next business day delivery guaranteed:

If to SBFCA:

Sutter Butte Flood Control Agency
Attn: Michael Bessette
Executive Director
Post Office Box M
Yuba City, CA 95992

If to District:

Levee District 1 of Sutter County
Attn: Andrew Stresser
General Manager
243 Second Street
Yuba City, CA 95991

LEVEE DISTRICT 1 OF SUTTER COUNTY:

By: _____
Andrew Stresser

Date: _____

Title: General Manager

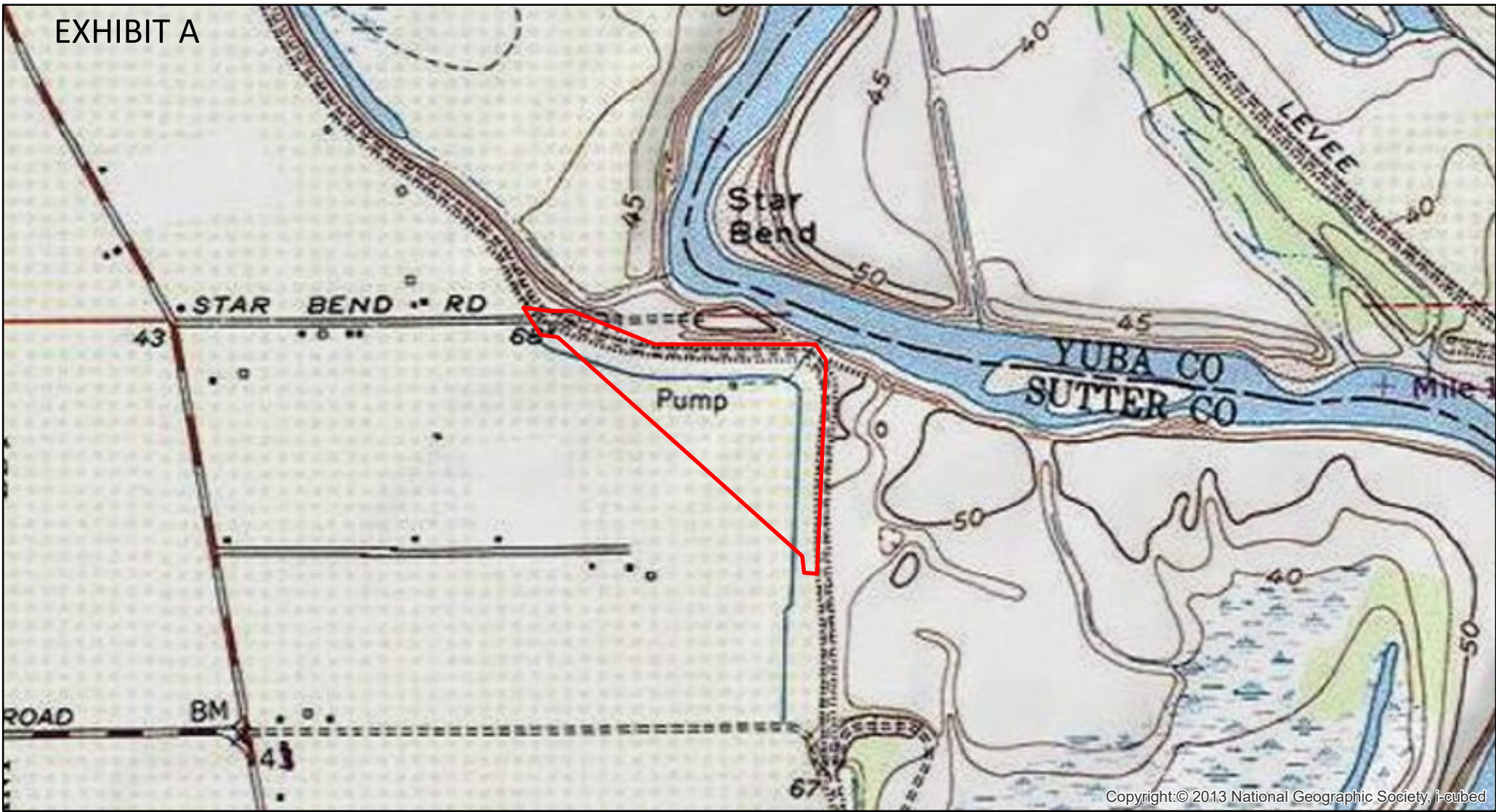
SUTTER BUTTE FLOOD CONTROL AGENCY

By: _____
Michael W. Bessette

Date: _____

Title: Executive Director

EXHIBIT A



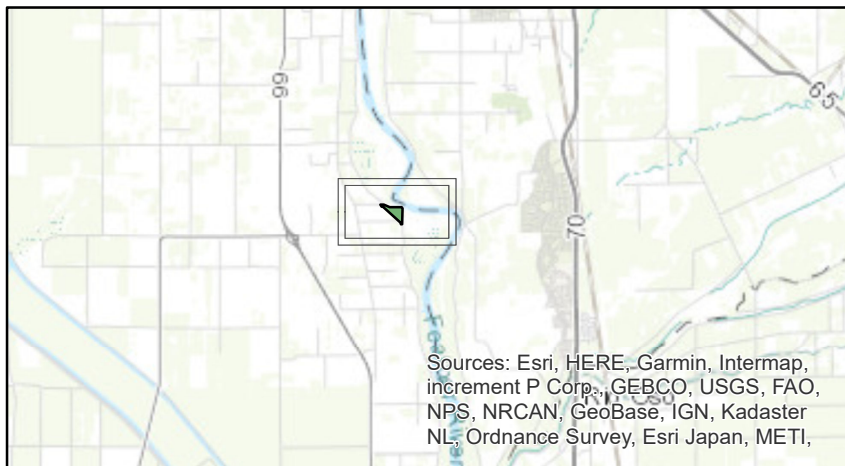
Copyright:© 2013 National Geographic Society, i-cubed

Site Map Star Bend Conservation Easement Sutter County

Legend
 Project Boundary

Data Source: ESRI 2020
Olivehurst 7.5 minute quadrangle. USGS.

Disclaimer: Easement boundaries are estimated. No liability is assumed for the accuracy of data shown.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI,

EXHIBIT B

LEVEE DISTRICT ONE OF SUTTER COUNTY STAR BEND MITIGATION AREA DOCUMENT #s 2010-0001863 & 2009-0001271

Being a portion of the Lands of LEVEE DISTRICT ONE OF SUTTER COUNTY (LD1-1) as described in the Grant Deed recorded as Document #2010-0001863, Official Records, Sutter County Recorder and a portion of the Lands of LEVEE DISTRICT ONE OF SUTTER COUNTY (LD1-2) as described in the Grant Deed recorded as Document #2009-0001271, Official Records, said County Records, also being a portion of projected Sections 1 and 2, Township 13 North, Range 3 East, M.D.B. & M., in New Helvetia Rancho, located in the unincorporated area, County of Sutter, State of California, lying within the parcels more particularly described as follows:

PARCEL 1:

COMMENCING at the southeast corner of said LD1-1, also being the southwest corner of the Lands of THE STATE OF CALIFORNIA (CA), as described in the Grant Deed recorded as Document #199813546, Official Records, said County Records and a point on the north line of the Lands of THE STATE OF CALIFORNIA, as described in the Grant Deed recorded in Book 1170 of Official Records, at Page 353, said County Records; thence leaving said POINT OF COMMENCEMENT, along the easterly line said LD1-1, also being the westerly line of said CA, the following three (3) arc, courses, and distances:

1. North 08° 07' 00" West, a distance of 118.18 feet to a point of curvature;
2. 59.32 feet along the arc of a 350.00 foot radius curve to the right, through a central angle of 09° 42' 39";
3. North 01° 35' 03" East, a distance of 69.05 feet, more or less, to a point being 271.00 feet easterly of the westerly line, and its projection, of the Lands of LEVEE DISTRICT ONE OF SUTTER COUNTY (LD1-3) as described in the Grant Deed recorded as Document #2009-0001269, Official Records, said County Records and the TRUE POINT OF BEGINNING;

Thence leaving said TRUE POINT OF BEGINNING, entering into and crossing said LD1-1 and said LD1-2, and continuing within said LD1-1, respectively, along a line being 271.00 feet easterly of the westerly lines of said LD1-3, LD1-2, and LD1-1, respectively, North 34° 55' 00" West, a distance of 2549.55 feet; thence leaving said line, continuing within said LD1-1, the following thirty (30) arc, courses, and distances:

1. South 79° 48' 03" East, a distance of 139.93 feet;
2. South 35° 00' 20" East, a distance of 126.01 feet;
3. North 77° 38' 32" East, a distance of 117.80 feet to a point of curvature;

4. from a radial line which bears South $50^{\circ} 10' 15''$ West, 56.94 feet along the arc of a non-tangent 207.15 foot radius curve to the left, through a central angle of $15^{\circ} 44' 53''$;
5. North $87^{\circ} 02' 33''$ East, a distance of 136.78 feet;
6. South $77^{\circ} 41' 55''$ East, a distance of 54.76 feet;
7. North $82^{\circ} 59' 54''$ East, a distance of 128.89 feet;
8. North $88^{\circ} 59' 51''$ East, a distance of 58.14 feet;
9. South $78^{\circ} 36' 56''$ East, a distance of 34.39 feet;
10. North $84^{\circ} 12' 38''$ East, a distance of 42.33 feet;
11. North $88^{\circ} 00' 35''$ East, a distance of 92.67 feet;
12. North $73^{\circ} 31' 27''$ East, a distance of 47.59 feet;
13. South $76^{\circ} 49' 36''$ East, a distance of 42.75 feet;
14. North $74^{\circ} 07' 49''$ East, a distance of 60.28 feet;
15. North $86^{\circ} 14' 35''$ East, a distance of 134.77 feet;
16. South $88^{\circ} 26' 29''$ East, a distance of 46.53 feet;
17. South $06^{\circ} 58' 08''$ East, a distance of 85.41 feet;
18. South $03^{\circ} 07' 45''$ East, a distance of 67.07 feet;
19. South $09^{\circ} 41' 40''$ West, a distance of 76.40 feet;
20. South $00^{\circ} 06' 51''$ East, a distance of 149.26 feet;
21. South $04^{\circ} 57' 19''$ West, a distance of 73.54 feet;
22. South $02^{\circ} 42' 04''$ East, a distance of 85.65 feet;
23. South $01^{\circ} 55' 16''$ West, a distance of 138.44 feet;
24. South $04^{\circ} 16' 01''$ West, a distance of 183.50 feet;
25. South $04^{\circ} 07' 55''$ West, a distance of 180.27 feet;
26. South $04^{\circ} 49' 50''$ East, a distance of 85.08 feet;
27. South $04^{\circ} 30' 14''$ West, a distance of 34.84 feet;
28. South $03^{\circ} 55' 50''$ East, a distance of 54.46 feet;

29. South 00° 47' 17" East, a distance of 36.84 feet;

30. South 06° 23' 11" West, a distance of 103.69 feet;

Thence crossing said LD1-1 and entering into said LD1-2, South 09° 03' 30" West, a distance of 84.07 feet; thence continuing within said LD1-2, the following two (2) courses and distances:

1. South 10° 02' 02" West, a distance of 55.53 feet;

2. South 02° 30' 25" West, a distance of 28.60 feet;

Thence crossing said LD1-2 and entering into said LD1-1, South 45° 38' 06" East, a distance of 29.11 feet; thence continuing within said LD1-1, the following sixteen (16) courses and distances:

1. North 00° 59' 25" East, a distance of 48.67 feet;

2. North 19° 10' 46" East, a distance of 64.97 feet;

3. North 11° 35' 38" East, a distance of 56.12 feet;

4. North 09° 24' 02" East, a distance of 110.69 feet;

5. North 01° 32' 06" West, a distance of 56.87 feet;

6. North 13° 02' 26" East, a distance of 28.30 feet;

7. North 00° 58' 02" East, a distance of 82.47 feet;

8. North 02° 51' 49" East, a distance of 66.64 feet;

9. North 05° 28' 12" East, a distance of 122.24 feet;

10. North 01° 13' 29" West, a distance of 106.12 feet;

11. North 02° 11' 19" East, a distance of 134.57 feet;

12. North 01° 24' 49" East, a distance of 88.95 feet;

13. North 02° 23' 14" East, a distance of 83.32 feet;

14. North 02° 45' 20" East, a distance of 107.41 feet;

15. South 41° 07' 54" East, a distance of 174.34 feet;

16. South 87° 32' 46" East, a distance of 54.23 feet, more or less, to said easterly line of LD1-1;

Thence along said easterly line LD1-1, the following five (5) arcs, courses, and distances:

1. South 01° 58' 43" West, a distance of 727.40 feet to a point of curvature;
2. from a radial line which bears North 87° 54' 18" West, 123.60 feet along the arc of a non-tangent 650.00 foot radius curve to the left, through a central angle of 10° 53' 43";
3. South 08° 48' 01" East, a distance of 122.62 feet to a point of curvature;
4. 192.12 feet along the arc of a 1060.00 foot radius curve to the right, through a central angle of 10° 23' 04";
5. South 01° 35' 03" West, a distance of 306.61 feet, more or less, to the TRUE POINT OF BEGINNING.

PARCEL 2:

COMMENCING at the most northerly northeast corner of said LD1-1, also being the most westerly corner of said CA; thence leaving said POINT OF COMMENCEMENT, along the northerly line of said LD1-1, also being said westerly line of CA, the following arc, course, and distance:

1. from a radial line which bears South 28° 21' 48" West, 110.23 feet along the arc of a non-tangent 815.00 foot radius curve to the left, through a central angle of 07° 44' 58";
2. South 69° 23' 10" West, a distance of 53.99 feet to the TRUE POINT OF BEGINNING;

Thence leaving said TRUE POINT OF BEGINNING, continuing along said northerly line of LD1-1, South 69° 23' 10" East, a distance of 213.75 feet, said point being hereinafter referred to as POINT A; thence entering into and crossing said LD1-1, the following three (3) arc, courses, and distances:

1. South 23° 43' 08" West, a distance of 78.13 feet to a point of curvature;
2. 62.20 feet along the arc of a 30.00 foot radius curve to the right, through a central angle of 118° 47' 06";
3. North 37° 29' 46" West, a distance of 192.81 feet, more or less, to the TRUE POINT OF BEGINNING.

PARCEL 3:

COMMENCING at aforementioned POINT A; thence leaving said POINT A, along said northerly line of LD1-1, also being said westerly line of CA, the following three (3) arc, courses, and distances:

1. South 69° 23' 10" East, a distance of 154.34 feet to a point of curvature;

2. 147.55 feet along the arc of a 425.00 foot radius curve to the left, through a central angle of 19° 53' 32";
3. South 89° 16' 42" East, a distance of 230.96 feet to the TRUE POINT OF BEGINNING;

Thence leaving said TRUE POINT OF BEGINNING, continuing along said northerly line of LD1-1, South 89° 16' 42" East, a distance of 630.66 feet; thence entering into and crossing said LD1-1, the following twelve (12) arcs, courses, and distances:

1. from a radial line which bears South 44° 50' 05" East, 47.74 feet along the arc of a non-tangent 64.46 foot radius curve to the right, through a central angle of 42° 26' 10" to a point of reverse curvature, said point being hereinafter referred to as POINT B;
2. 305.89 feet along the arc of a 327.89 foot radius curve to the left, through a central angle of 53° 27' 07";
3. North 14° 17' 58" West, a distance of 13.37 feet;
4. North 54° 25' 06" West, a distance of 14.63 feet;
5. South 79° 24' 26" West, a distance of 35.42 feet;
6. North 84° 45' 45" West, a distance of 76.80 feet;
7. South 87° 21' 17" West, a distance of 39.57 feet;
8. South 73° 35' 34" West, a distance of 24.29 feet;
9. South 87° 17' 57" West, a distance of 41.33 feet;
10. North 85° 30' 23" West, a distance of 90.32 feet;
11. North 80° 06' 41" West, a distance of 11.20 feet;
12. North 00° 33' 18" East, a distance of 149.85 feet, more or less, to the TRUE POINT OF BEGINNING.

PARCEL 4:

BEGINNING at a point being South 02° 23' 55" East, a distance of 14.00 feet radial from said POINT B; thence leaving said POINT OF BEGINNING, continuing within said LD1-1, the following sixteen (16) arcs, courses, and distances:

1. 39.09 feet along the arc of a 78.46 foot radius curve to the left, through a central angle of 28° 32' 35";
2. South 41° 50' 53" East, a distance of 82.13 feet;

3. South 14° 23' 34" East, a distance of 24.79 feet;
4. South 02° 02' 15" East, a distance of 32.38 feet;
5. South 18° 09' 17" West, a distance of 18.32 feet;
6. North 85° 44' 53" West, a distance of 9.44 feet;
7. South 78° 48' 18" West, a distance of 5.08 feet;
8. North 72° 14' 33" West, a distance of 36.74 feet;
9. North 69° 09' 23" West, a distance of 13.84 feet;
10. South 85° 05' 40" West, a distance of 76.00 feet;
11. South 82° 07' 16" West, a distance of 28.88 feet;
12. North 84° 01' 06" West, a distance of 54.43 feet;
13. South 89° 07' 23" West, a distance of 69.97 feet;
14. North 87° 23' 57" West, a distance of 18.65 feet;
15. North 67° 52' 02" West, a distance of 9.96 feet;
16. from a radial line which bears North 49° 23' 11" West, 257.42 feet along the arc of a non-tangent 313.89 foot radius curve to the right, through a central angle of 46° 59' 16", more or less, to the POINT OF BEGINNING.

Containing 30.15 Acres, more or less.

Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, CCS83, Epoch Date 2007, as measured between NGS Stations "HPGN D CA 03 EH" (N: 2077733.330 E: 6691927.588) and "ALGONDON" (N: 2135857.812 E: 6690073.757). Said Bearing is taken to bear North 01° 49' 36" West.

Distances herein described are Grid distance values. Multiply Grid distances by 1.000078787 to obtain ground distance values.

March 12, 2020

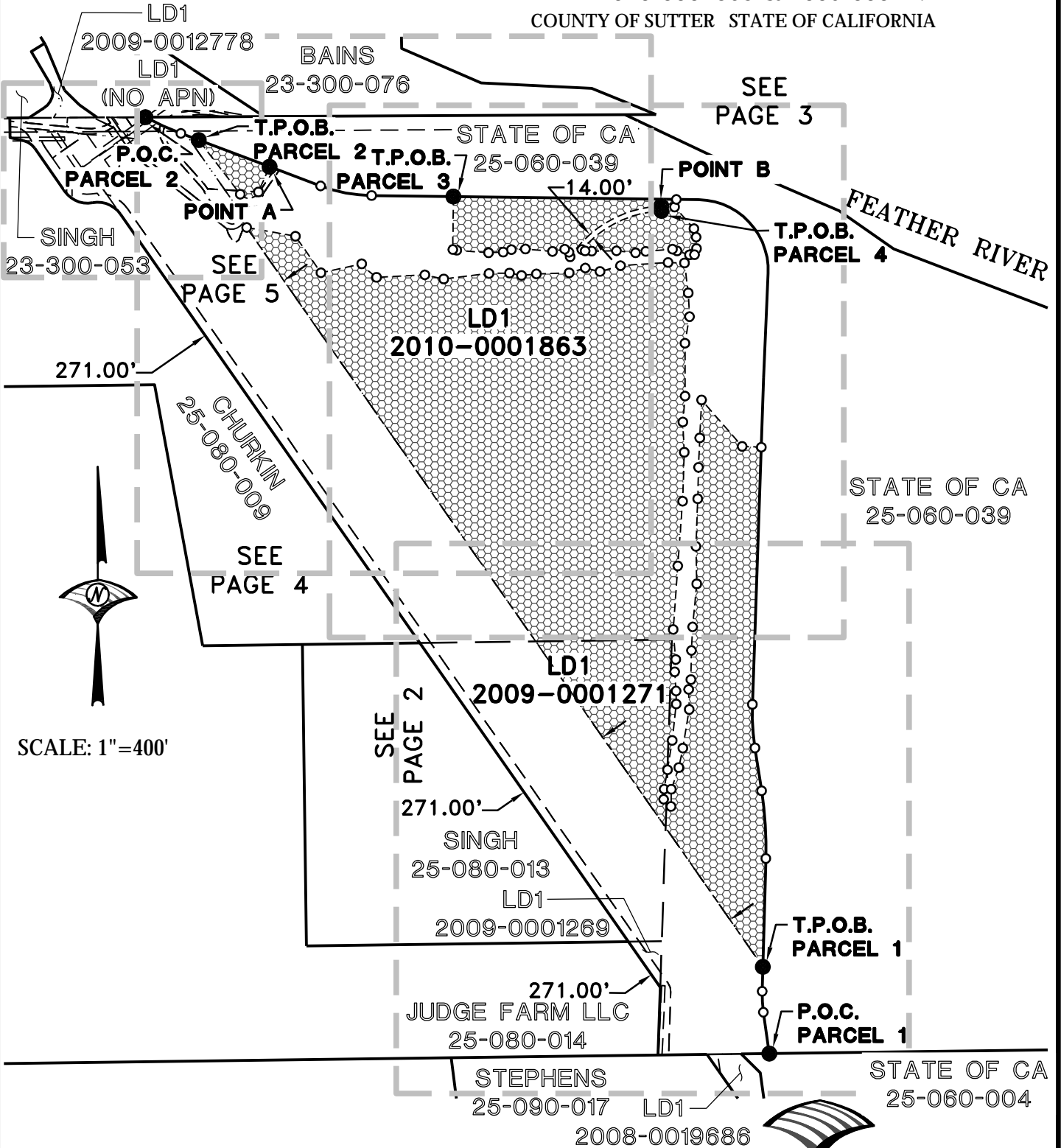
The above legal description is based upon record information only.

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

PLAT TO ACCOMPANY
DESCRIPTION
MARCH 12, 2020
PAGE 1 OF 5

SUTTER-BUTTE FLOOD CONTROL AGENCY
STAR BEND MITIGATION AREA
FEATHER RIVER WEST LEVEE PROJECT
LD1 - 2010-0001863 & 2009-0001271
COUNTY OF SUTTER STATE OF CALIFORNIA



SCALE: 1"=400'

LEGEND

 MITIGATION AREA = 30.15± ACRES

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

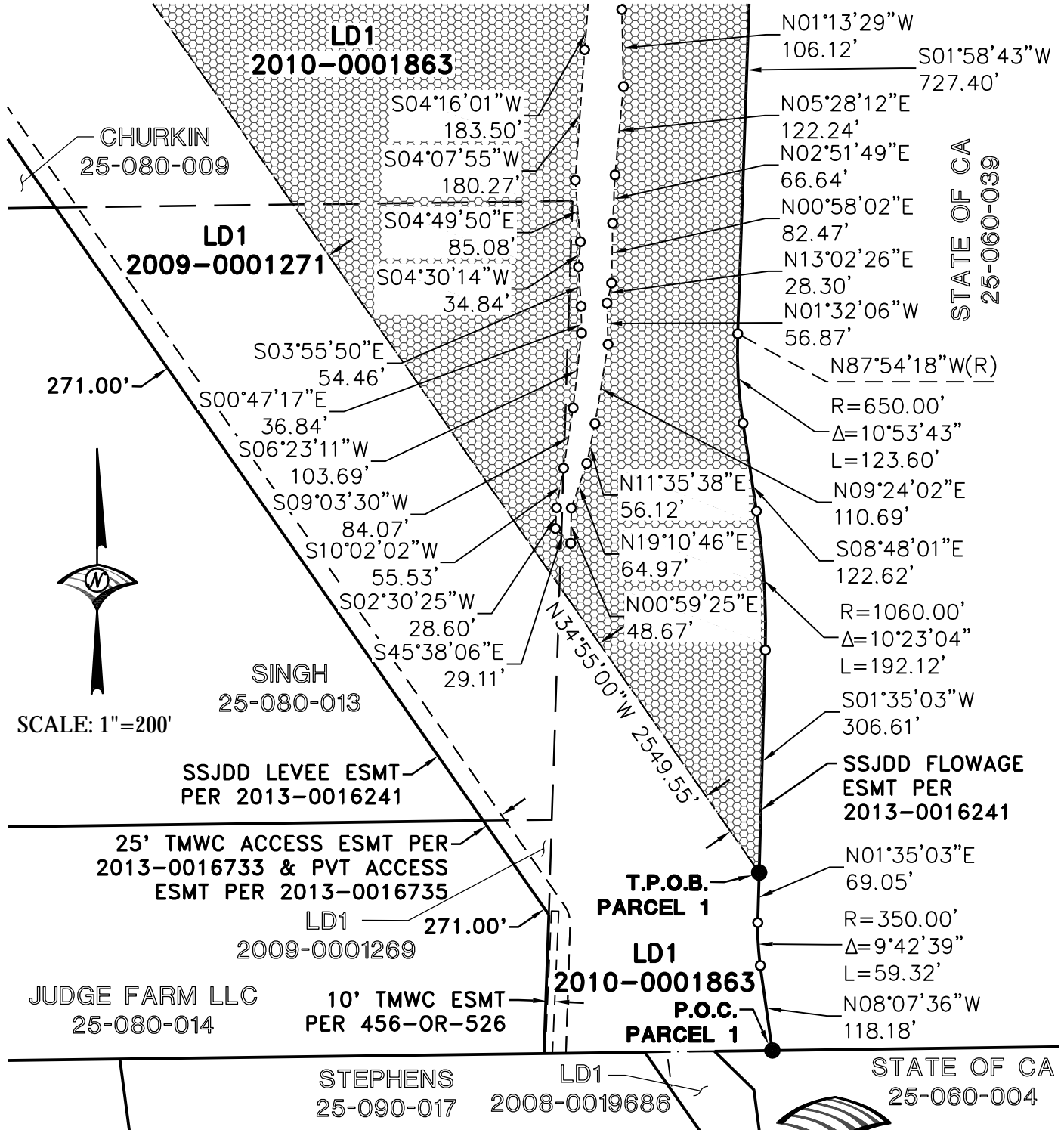
PLAT TO ACCOMPANY
DESCRIPTION
MARCH 12, 2020
PAGE 2 OF 5

SUTTER-BUTTE FLOOD CONTROL AGENCY
STAR BEND MITIGATION AREA
FEATHER RIVER WEST LEVEE PROJECT
LD1 - 2010-0001863 & 2009-0001271

SEE PAGE 4

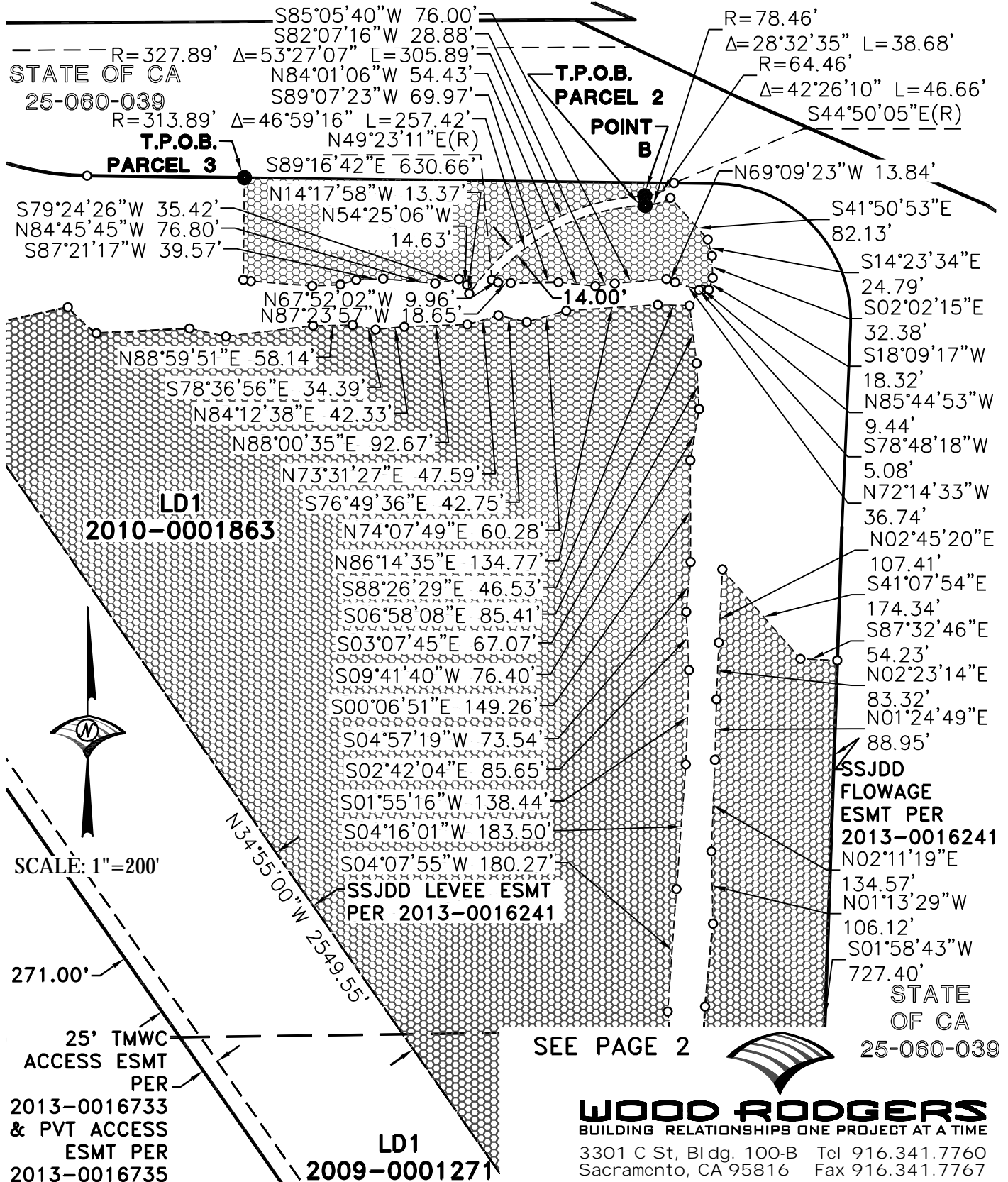
SEE PAGE 3

COUNTY OF SUTTER STATE OF CALIFORNIA



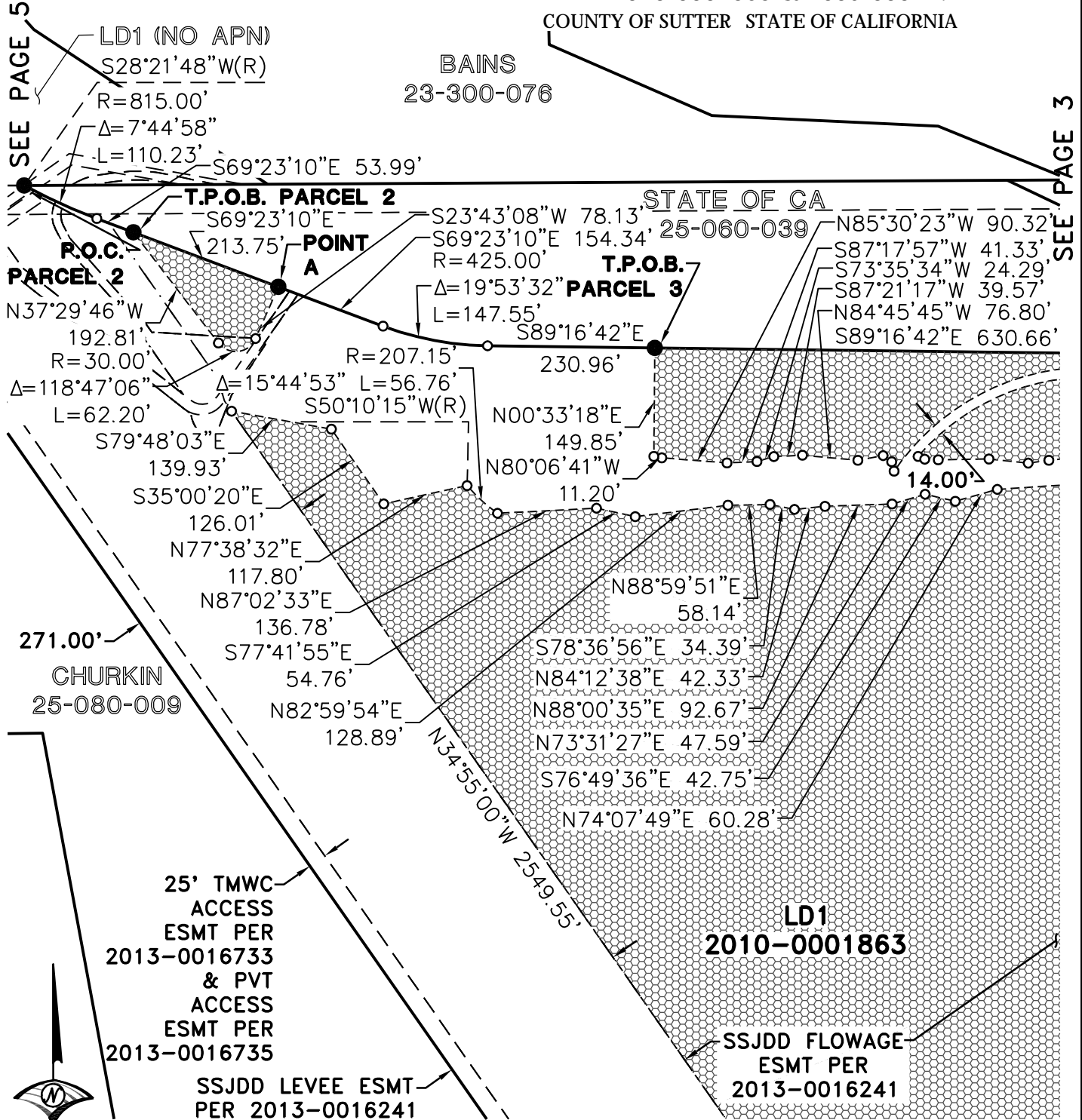
PLAT TO ACCOMPANY
DESCRIPTION
MARCH 12, 2020
PAGE 3 OF 5
SEE PAGE 4

**SUTTER-BUTTE FLOOD CONTROL AGENCY
STAR BEND MITIGATION AREA
FEATHER RIVER WEST LEVEE PROJECT
LD1 - 2010-0001863 & 2009-0001271**
COUNTY OF SUTTER STATE OF CALIFORNIA



PLAT TO ACCOMPANY
DESCRIPTION
MARCH 12, 2020
PAGE 4 OF 5

SUTTER-BUTTE FLOOD CONTROL AGENCY
STAR BEND MITIGATION AREA
FEATHER RIVER WEST LEVEE PROJECT
LD1 - 2010-0001863 & 2009-0001271
COUNTY OF SUTTER STATE OF CALIFORNIA



SEE PAGE 5

SEE PAGE 3

SEE PAGE 2



SCALE:
1"=200'

25' TMWC
ACCESS
ESMT PER
2013-0016733
& PVT
ACCESS
ESMT PER
2013-0016735
SSJDD LEVEE ESMT
PER 2013-0016241

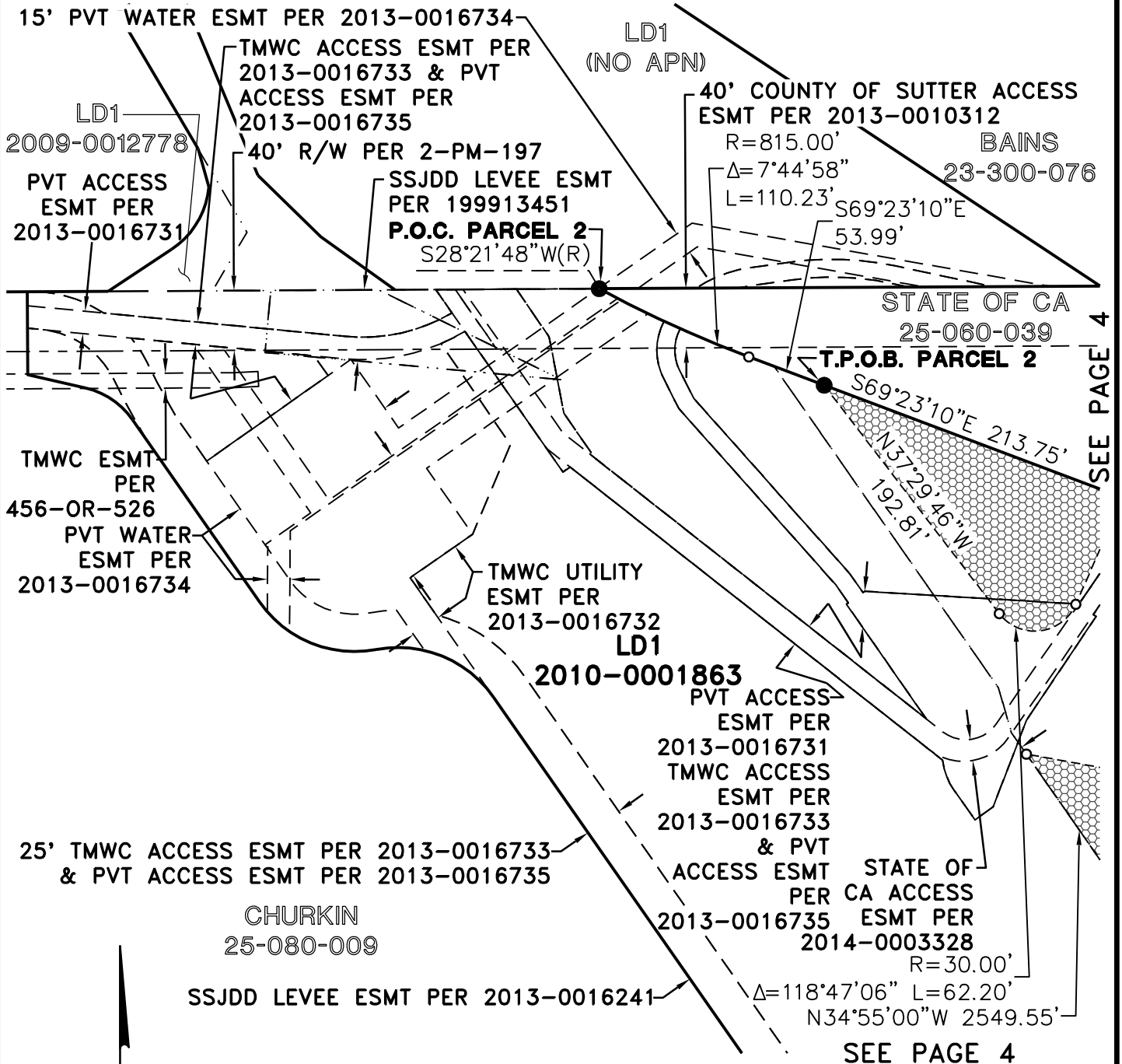
LD1
2010-0001863

SSJDD FLOWAGE
ESMT PER
2013-0016241

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

PLAT TO ACCOMPANY
DESCRIPTION
MARCH 12, 2020
PAGE 5 OF 5

SUTTER-BUTTE FLOOD CONTROL AGENCY
STAR BEND MITIGATION AREA
FEATHER RIVER WEST LEVEE PROJECT
LD1 - 2010-0001863 & 2009-0001271
COUNTY OF SUTTER STATE OF CALIFORNIA



SCALE: 1"=200'



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Attachment 2
LD1 Star Bend Mitigation Site
Log of costs to be reimbursed by SBFCA

Filename	Inv No	Invoice Cost 1	Invoice Cost 2	Progress Report
				Quarter
<u>2009</u>				
Star Bend River Partners 3-9-09	1546	\$ 60,000.00		3
Star Bend River Partners 3-31-09	1546	\$ 14,500.00		3
Star Bend River Partners 5-11-09	1591/1604	\$ 2,100.00	\$ 1,200.00	4
Star Bend River Partners 6-8-09	1630	\$ 1,100.00		4
Star Bend River Partners 6-30-09	1659	\$ 1,400.00		4
Star Bend River Partners 9-14-09	1721	\$ 500.00		4
Star Bend River Partners 10-12-09	1762/1747	\$ 800.00	\$ 1,100.00	5
Star Bend River Partners 11-0-09	1780	\$ 300.00		N/A
<u>2010</u>				
Star Bend River Partners 2-1-10	1822	\$ 600.00		7
Star Bend Restoration Resource 3-15-10	29085-1	\$ 4,869.76		10
Star Bend Restoration Resource 5-10-10	29085-3	\$ 10,775.40		10
Star Bend Restoration Resource 6-14-10	29085-4	\$ 5,030.97		7
Star Bend Restoration Resource 6-14-10b	29085-4	\$ 5,030.97		8
Star Bend Restoration Resource 6-30-10	29085-5	\$ 5,573.25		8
Star Bend Restoration Resource 8-9-10	29085	\$ 17,227.03		9
Star Bend Restoration Resource 10-11-10	29085-8	\$ 3,739.40		9
Star Bend Restoration Resource 12-13-10	29085-10	\$ 1,869.70		11
Star Bend PG&E Bills 7-8-10 to 12-8-10	7/9/10	\$ 104.63		N/A
Star Bend PG&E Bills 7-8-10 to 12-8-10	8/9/10	\$ 71.83		N/A
Star Bend PG&E Bills 7-8-10 to 12-8-10	9/8/10	\$ 93.15		N/A
Star Bend PG&E Bills 7-8-10 to 12-8-10	10/8/10	\$ 100.93		N/A
Star Bend PG&E Bills 7-8-10 to 12-8-10	11/8/10	\$ 71.92		N/A
Star Bend PG&E Bills 7-8-10 to 12-8-10	12/8/10	\$ 57.07		N/A
<u>2011</u>				
Star Bend Restoration Resources 1-10-11	29085-11	\$ 4,869.76		10
Star Bend Restoration Resources 2-14--11	29085-10	\$ 1,869.70		10
Star Bend Restoration Resources 4-13--11	29085-12	\$ 1,463.00		11
Star Bend Restoration Resources 6-13--11	29085-14	\$ 6,606.11		12
Star Bend Restoration Resources 6-30--11	29085-15	\$ 5,202.40		12
Star Bend Restoration Resources 8-15-11	29085-16	\$ 6,606.11		13
Star Bend Restoration Resources 9-12-11	29085-17	\$ 3,739.40		13
Star Bend Restoration Resources 10-10-11	29085-18	\$ 3,739.40		13
Star Bend Restoration Resources 11-14-11	29085-19	\$ 1,869.70		14
Star Bend PG&E Bills 1-10-11 to 12-7-11	1/10/11	\$ 27.17		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	2/8/11	\$ 14.92		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	3/10/11	\$ 13.30		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	4/12/11	\$ 12.86		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	5/10/11	\$ 29.88		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	6/9/11	\$ 130.96		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	7/10/11	\$ 131.55		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	8/9/11	\$ 151.34		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	9/8/11	\$ 162.16		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	10/7/11	\$ 142.36		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	11/6/11	\$ 44.69		N/A
Star Bend PG&E Bills 1-10-11 to 12-7-11	12/7/11	\$ 14.19		N/A

Attachment 2
LD1 Star Bend Mitigation Site
Log of costs to be reimbursed by SBFCA

Filename	Inv No	Invoice Cost 1	Invoice Cost 2	Progress Report
				Quarter
<u>2012</u>				
Star Bend Restoration Resources 4-9-12	29085-20	\$ 1,463.00		N/A
Star Bend Restoration Resources 5-14-12	29085-21	\$ 1,869.70		N/A
Star Bend Restoration Resources 5-14-12b	29085-22	\$ 2,866.71		N/A
Star Bend Restoration Resources 6-29-12	29085-23	\$ 3,332.70		N/A
Star Bend Restoration Resources 8-13-12	29085-25	\$ 60,519.70		N/A
Star Bend Restoration Resources 9-10-12	29085-24	\$ 2,461.25		N/A
Star Bend Restoration Resources 10-08-12	29085-26	\$ 3,630.78		N/A
Star Bend Restoration Resources 11-19-12	29085-27	\$ 2,452.21		N/A
Star Bend Restoration Resources 12-10-12	29085-28	\$ 2,452.21		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	1/7/12	\$ 15.03		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	2/7/12	\$ 20.37		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	3/8/12	\$ 19.71		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	4/6/12	\$ 19.06		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	5/8/12	\$ 37.98		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	6/7/12	\$ 218.44		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	7/3/12	\$ 103.03		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	8/2/12	\$ 260.76		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	8/31/12	\$ 327.11		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	10/2/12	\$ 334.03		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	10/31/12	\$ 296.58		N/A
Star Bend PG&E Bills 1-7-12 to 12-19-12	12/2/12	\$ 169.10		N/A
<u>2013</u>				
Star Bend Restoration Resources 1-14-13	29085-29	\$ 3,630.78		N/A
Star Bend Restoration Resources 2-11-13	29085-30	\$ 2,452.21		N/A
Star Bend Restoration Resources 3-11-13	29085-31	\$ 2,452.21		N/A
Star Bend Restoration Resources 5-13-13	29085-33	\$ 2,452.21		N/A
Star Bend Restoration Resources 6-10-13	29085-34	\$ 3,630.78		N/A
Star Bend Restoration Resources 6-28-13	29085-35	\$ 2,252.21		N/A
Star Bend Restoration Resources 8-12-13	29085-36	\$ 3,731.63		N/A
Star Bend Restoration Resources 11-12-13	29085-37	\$ 2,450.00		N/A
Star Bend Restoration Resources 12-09-13	13045-4	\$ 2,450.00		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	1/8/13	\$ 21.69		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	2/1/13	\$ 19.06		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	3/5/13	\$ 21.03		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	4/3/13	\$ 25.47		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	5/3/13	\$ 22.84		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	6/4/13	\$ 282.01		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	7/3/13	\$ 147.92		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	8/2/13	\$ 158.10		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	9/11/13	\$ 147.89		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	10/10/13	\$ 172.66		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	10/30/13	\$ 142.56		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	12/2/13	\$ 122.70		N/A
Star Bend PG&E Bills 1-8-13 to 12-31-13	12/31/13	\$ 46.81		N/A
<u>2014</u>				

Attachment 2
LD1 Star Bend Mitigation Site
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Filename	Inv No	Invoice Cost 1	Invoice Cost 2	Progress Report
				Quarter
Star Bend Restoration Resources 01-13-14	13045-5	\$ 1,970.00		N/A
Star Bend Restoration Resources 02-10-14	13045-6	\$ 200.00		N/A
Star Bend Restoration Resources 03-10-14	13045-7	\$ 2,450.00		N/A
Star Bend Restoration Resources 04-14-14	13045-8	\$ 4,220.00		N/A
Star Bend Restoration Resources 05-12-14	13045-9	\$ 2,450.00		N/A
Star Bend Restoration Resources 06-09-14	13045-10	\$ 4,220.00		N/A
Star Bend Restoration Resources 06-30-14	13045-11	\$ 2,450.00		N/A
Star Bend Restoration Resources 08-11-14	13045-12	\$ 2,450.00		N/A
Star Bend Restoration Resources 09-09-14	13045-13	\$ 2,540.00		N/A
Star Bend Restoration Resources 10-13-14	13045-14	\$ 2,050.00		N/A
Star Bend Restoration Resources 11-10-14	13045-15	\$ 2,540.00		N/A
Star Bend Restoration Resources 12-08-14	13045-16	\$ 200.00		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	1/31/14	\$ 25.21		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	3/4/14	\$ 23.21		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	4/2/14	\$ 33.08		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	5/2/14	\$ 54.41		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	6/3/14	\$ 119.62		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	7/2/14	\$ 134.49		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	8/1/14	\$ 103.09		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	9/3/14	\$ 368.85		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	10/2/14	\$ 389.44		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	10/31/14	\$ 296.85		N/A
Star Bend PG&E Bills 1-31-14 to 12-3-14	12/3/14	\$ 21.69		N/A
2015				
Star Bend Restoration Resources 01-12-15	13045-17	\$ 1,950.00		N/A
Star Bend Restoration Resources 02-09-15	13045-18	\$ 200.00		N/A
Star Bend Restoration Resources 03-15-15	13045-19	\$ 200.00		N/A
Star Bend Restoration Resources 04-13-15	13045-20	\$ 4,390.00		N/A
Star Bend Restoration Resources 0-5-11-15	13045-21	\$ 200.00		N/A
Star Bend Restoration Resources 06-30-15	13045-22	\$ 4,390.00		N/A
Star Bend Restoration Resources 07-13-15	13045-23	\$ 2,540.00		N/A
Star Bend Restoration Resources 08-10-15	13045-24	\$ 2,640.00		N/A
Star Bend Restoration Resources 09-14-15	13045-25	\$ 200.00		N/A
Star Bend Restoration Resources 10-12-15	13045-26	\$ 200.00		N/A
Star Bend Restoration Resources 11-09-15	13045-26 Revised	\$ 2,140.00		N/A
Star Bend Restoration Resources 12-01-15	13045-27	\$ 2,140.00		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	1/2/14	\$ 19.72		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	2/2/15	\$ 20.37		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	3/4/15	\$ 19.98		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	4/2/15	\$ 39.10		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	5/4/15	\$ 43.86		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	6/3/15	\$ 197.56		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	7/2/15	\$ 197.70		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	7/31/15	\$ 63.12		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	9/1/15	\$ 84.12		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	10/1/15	\$ 106.65		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	10/30/15	\$ 118.51		N/A
Star Bend PG&E Bills 1-2-15 to 12-31-15	12/2/15	\$ 84.83		N/A

Attachment 2
LD1 Star Bend Mitigation Site
Log of costs to be reimbursed by SBFCA

Filename	Inv No	Invoice Cost 1	Invoice Cost 2	Progress Report
				Quarter
Star Bend PG&E Bills 1-2-15 to 12-31-15	12/31/15	\$ 19.92		N/A
<u>2016</u>				
Star Bend Restoration Resources 02-16-16	13045-30	\$ 200.00		N/A
Star Bend Restoration Resources 03-14-16	13045-31	\$ 200.00		N/A
Star Bend Restoration Resources 05-13-16	13045-33	\$ 200.00		N/A
Star Bend Restoration Resources 06-17-16	13045-34	\$ 2,750.00		N/A
Star Bend Restoration Resources 07-15-16	13045-35	\$ 200.00		N/A
Star Bend Restoration Resources 08-12-16	13045-36	\$ 4,690.00		N/A
Star Bend Triangle Properties, Inc. 09-06-16	LR 2016-09	\$ 2,989.00		N/A
Star Bend Triangle Properties, Inc. 10-14-16	LR 2016-13	\$ 1,350.00		N/A
Star Bend Triangle Properties, Inc. 11-03-16	LR 2016-15	\$ 4,030.00		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	2/1/16	\$ 22.18		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	3/2/16	\$ 34.63		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	3/31/16	\$ 23.71		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	5/2/16	\$ 68.37		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	6/1/16	\$ 248.88		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	6/30/16	\$ 92.84		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	8/1/16	\$ 173.84		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	8/31/16	\$ 181.74		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	9/30/16	\$ 171.84		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	10/31/16	\$ 63.93		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	12/1/16	\$ 21.71		N/A
Star Bend PG&E Bills 2-1-16 to 12-30-16	12/30/16	\$ 20.34		N/A
<u>2017</u>				
Star Bend Triangle Properties, Inc. 09-13-17	TP 2017-15	\$ 2,150.00		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	1/31/17	\$ 26.71		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	3/6/17	\$ 31.55		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	4/5/17	\$ 33.06		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	5/2/17	\$ 23.22		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	6/1/17	\$ 19.71		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	6/30/17	\$ 28.07		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	8/1/17	\$ 400.07		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	8/31/17	\$ 267.07		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	10/2/17	\$ 124.46		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	10/31/17	\$ 21.63		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	11/30/17	\$ 29.01		N/A
Star Bend PG&E Bills 1-31-17 to 12-29-17	12/29/17	\$ 26.65		N/A

Attachment 2
LD1 Star Bend Mitigation Site
Log of costs to be reimbursed by SBFCA

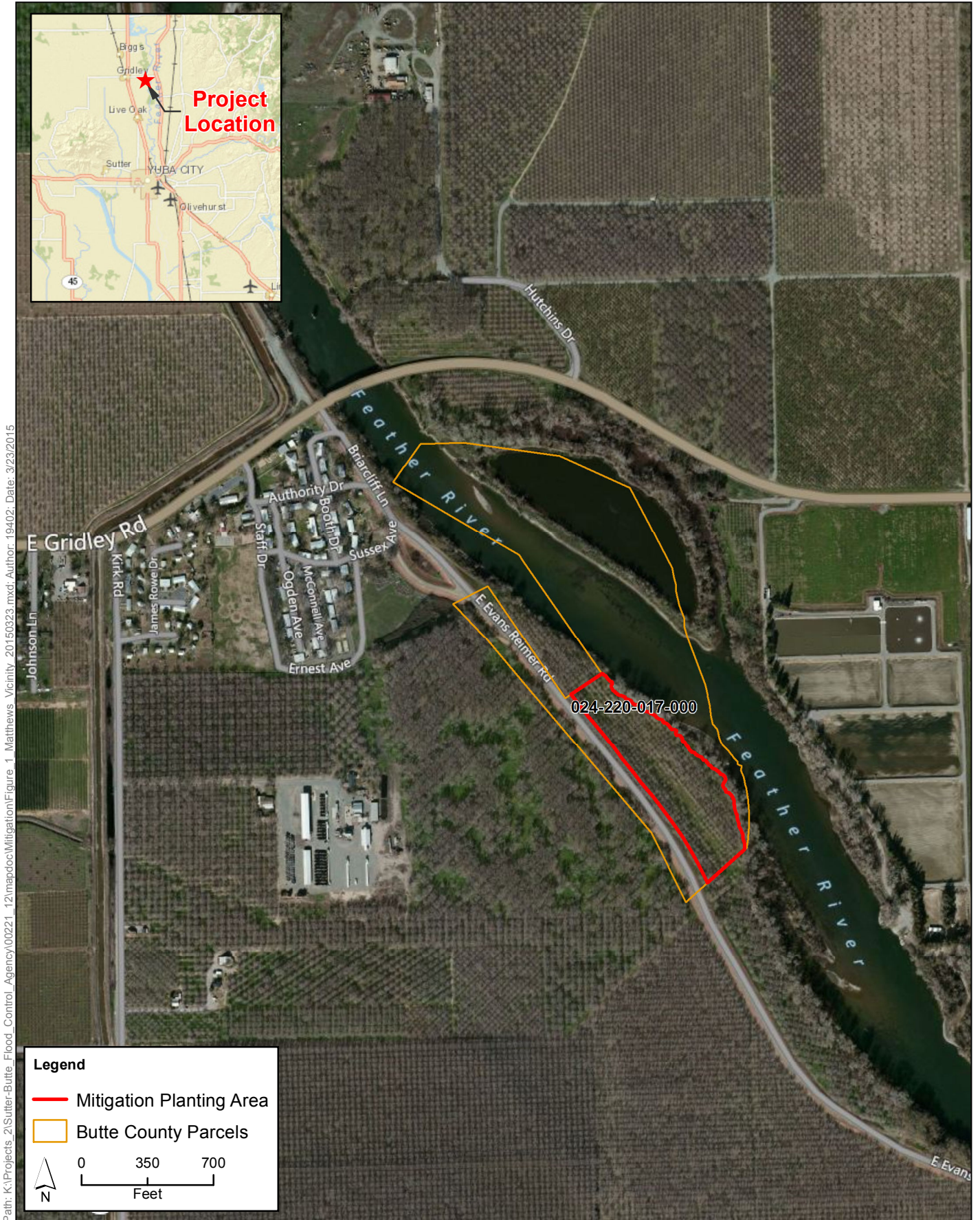
Filename	Inv No	Invoice Cost 1	Invoice Cost 2	Progress Report
				Quarter
<u>2018</u>				
Star Bend Triangle Properties, Inc. 01-08-18	TP 2018-01	\$ 8,020.00		N/A
Star Bend Triangle Properties, Inc. 06-26-18	TP 2018-12	\$ 10,411.00		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	1/30/18	\$ 30.32		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	3/1/18	\$ 50.45		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	3/30/18	\$ 264.78		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	5/1/18	\$ 93.91		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	5/31/18	\$ 380.03		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	6/29/18	\$ 436.28		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	7/31/18	\$ 443.78		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	8/30/18	\$ 271.56		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	10/1/18	\$ 150.78		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	10/31/18	\$ 22.99		N/A
Star Bend PG&E Bills 1-30-18 to 12-1-18	12/1/18	\$ 37.76		N/A
<u>2019</u>				
Star Bend Triangle Properties, Inc. 01-14-19	TP 2019-01	\$ 35,952.00		N/A
Star Bend PG&E Bills 1-2-19 to 3-4-19	1/2/19	\$ 27.97		N/A
Star Bend PG&E Bills 1-2-19 to 3-4-19	1/31/19	\$ 44.68		N/A
Star Bend PG&E Bills 1-2-19 to 3-4-19	3/4/19	\$ 43.78		N/A
Star Bend PG&E Bills 3-4-19 to 9-2-19	4/19/19	\$ 36.81		N/A
Star Bend PG&E Bills 3-4-19 to 9-2-19	5/20/19	\$ 63.83		N/A
Star Bend PG&E Bills 3-4-19 to 9-2-19	6/20/19	\$ 74.98		N/A
Star Bend PG&E Bills 3-4-19 to 9-2-19	7/19/19	\$ 67.24		N/A
Star Bend PG&E Bills 3-4-19 to 9-2-19	8/19/19	\$ 79.41		N/A
Star Bend PG&E Bills 3-4-19 to 9-2-19	9/20/19	\$ 107.65		N/A
Star Bend PG&E Bills 10-2-19 to 10-30-19	10/31/19	\$ 34.07		N/A
Star Bend PG&E Bills 10-31-19 to 12-2-19	12/3/19	\$ 38.62		N/A
Star Bend PG&E Bills 12-3-19 to 1-1-20	1/2/20	\$ 27.32		N/A
Somach Simons & Dunn (Review Docs)	8/11/19	\$ 145.00		N/A
Somach Simons & Dunn (Review Docs)	9/11/19	\$ 868.00		N/A
Star Bend PG&E Bills 9-3-19 to 10-1-19	10/2/19	\$ 51.03		N/A
Somach Simons & Dunn (Review Docs)	10/11/19	\$ 93.00		N/A
Somach Simons & Dunn (Review Docs)	11/15/19	\$ 5,363.00		N/A
Somach Simons & Dunn (Review Docs)	12/12/19	\$ 417.95		N/A

Attachment 2
LD1 Star Bend Mitigation Site
Log of costs to be reimbursed by SBFCA

Filename	Inv No	Invoice Cost 1	Invoice Cost 2	Progress Report Quarter
<u>2020</u>				
Star Bend PG&E Bills 1-2-20 to 1-30-20	1/31/20	\$ 36.44		N/A
Star Bend PG&E Bills 1-31-20 to 3-2-20	3/3/20	\$ 33.30		N/A
Star Bend PG&E Bills 3-3-20 to 3-31-20	4/1/20	\$ 29.74		N/A
Star Bend PG&E Bills 4-1-20 to 4-30-20	5/1/20	\$ 27.35		N/A
Star Bend PG&E Bills 5-1-20 to 6-1-20	6/2/20	\$ 70.30		N/A
Somach Simons & Dunn (Review Docs)	TP 2020-02	\$ 1,736.00		N/A
Star Bend Triangle Properties, Inc. 01-15-20	1/15/20	\$ 38,116.00		N/A
Somach Simons & Dunn (Review Docs)	2/10/20	\$ 1,364.00		N/A
Somach Simons & Dunn (Review Docs)	3/10/20	\$ 2,108.00		N/A
Somach Simons & Dunn (Review Docs)	4/10/20	\$ 372.00		N/A
Somach Simons & Dunn (Review Docs)	5/11/20	\$ 651.00		N/A
Total Costs Listed Here		\$	465,882.91	
Total Costs Included within EIP Funding [1]		\$	173,382.06	
Total Costs Not Previously Funded [2]		\$	292,500.85	

[1] In 2011/12 SBFCA made a final payment to LD1 to finalize funding for the local share of the Star Bend Setback Levee Project. The list of costs included within the noted Quaterly Reports was included within that final 2011/12 payment.

[2] The amount noted here represents all costs paid by LD1 related to the Star Bend Setback Levee Project mitigation expenses that SBFCA has not funded. This amount is due by SBFCA to LD1 in order to fully fund the remaining Local Expenses of the Star Bend Setback Levee Project.



Path: K:\Projects_2\Sutter-Butte_Flood_Control_Agency\00221_12\mapdoc\Mitigation\Figure 1_Matthews Vicinity.mxd; Author: 19402; Date: 3/23/2015

Figure 1
Matthews Vicinity Map



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

July 8, 2020

TO: Board of Directors

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

SUBJECT: Receive and File Monthly Financial Reports (May 2020)

Recommendation

Staff recommends that the Board receive and file the May 2020 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 2020. Staff's oral presentation will cover the financial activities of the Agency through May 2020.

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 reflects the financial information as of May 2020. The information presented is compared to the Final Amended Final Budget for 2019/20.

Fiscal Impact

This is an informational item with no fiscal impact.

Attachments


Yuba City Finance Department Memorandum, July 8, 2020 re: Monthly Financial Report: May 2020



**Yuba City
Finance Department
Memorandum**

Date: July 8, 2020

To: Board Members, Sutter Butte Flood Control Agency
Michael W. Bessette, P.E., Executive Director

From: Spencer Morrison 
Agency Treasurer / Yuba City Finance Director

Subject: Monthly Financial Report: May 2020

Attached is the Monthly Financial Report for the Sutter Butte Flood Control Agency for the month of May covering fiscal year 2019-20. This Monthly Financial Report includes the following information prepared by SBFCA:

- Total working capital reconciliation: A reconciliation of total working capital for fiscal year 2019-20 through May 2020 as compared to the amended SBFCA Budget is shown. The statement also shows an estimated amount of invoiced expenditures and revenues received to date for fiscal year 2019-20. The total preliminary working capital for the Agency as of May 31, 2020 is estimated to be \$11,026,090 (**Exhibit A**).

As of the date of this report, the estimated difference between invoiced expenditures and paid expenditures is approximately \$1,115,732.

For fiscal year 2019-20 to date, the total amount of revenue received through grants from the State of California and assessment collection included in the working capital totals \$8,807,036. This represents combined Proposition 1E revenue for the EIP, LC FSRP, Regional Planning, and Emergency Response projects and Proposition 13 revenue for the Feasibility Study.

SBFCA has drawn the balance of its 2013 Assessment Revenue Bond proceeds. The balance of the 2015 Assessment Revenue Bond proceeds remaining with the Trustee is \$4,483.08 as of May 31, 2020.

SBFCA Monthly Financial Report: May 2020
July 8, 2020

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 \$16,770,135.

- Summary statement of cumulative activities for fiscal year 2019-20 through May 2020: This statement shows the expenditures by fund and by the major expenditure category – Operations & Capital (USACE Study, EIP, Stakeholder Management, Regional Planning, Emergency Response Planning, etc.). This statement also shows the amounts received and expended through May 2020, as compared to the Final Amended SBFCA Budget for fiscal year 2019-20. This statement has been reconciled by SBFCA staff to the City of Yuba City's financial system (**Exhibit B**).

Check registers reflecting all checks issued on behalf of the Agency for May 2020 for fiscal year 2019-20 are included.

This correspondence is informational only. Please review and file.

Thank you.

Exhibit A

SBFCA BUDGET TOTAL WORKING CAPITAL RECONCILIATION

	FY 2019/20		
<u>Line Item Description</u>	<u>Amended 2019-20 Budget [1]</u>	<u>Month Ending May-20</u>	<u>Rec'd/Invoiced to Date</u>
Working Capital Beginning of Period			
Operational Fund 730	4,612,311	4,612,311	4,612,311
Capital Fund 731 - USACE Study	(8,667,129)	(8,667,129)	(8,667,129)
Capital Fund 731 - EIP	36,049,833	36,281,056	36,281,056
Capital Fund 731 - Stakeholder	23,267	23,267	23,267
Capital Fund 731 - RFMP	(237,294)	(237,294)	(237,294)
Capital Fund 731 - OWA	(1,354,851)	(1,577,938)	(1,577,938)
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	(1,642,410)	(1,642,410)	(1,642,410)
Capital Fund 731- ULOP	(6,844)	(6,844)	(6,844)
Capital Fund 731 - Small Communities	(497,651)	(497,651)	(497,651)
Capital Fund 731 - Flood & Emergency	(126,357)	(126,357)	(126,357)
Capital Fund 731 - Sediment Removal	(6,095,505)	(6,095,505)	(6,095,505)
Total Beginning of Period	21,914,281	21,922,416	21,922,416
Transfers			
Operational Fund 730			
Capital Fund 731			
<i>Capital Fund 731 - USACE Study</i>			
<i>Capital Fund 731 - EIP</i>			
<i>Capital Fund 731 - Stakeholder</i>			
<i>Capital Fund 731 - RFMP</i>			
<i>Capital Fund 731 - OWA</i>			
<i>Capital Fund 731 - ER Planning</i>			
<i>Capital Fund 731 - Gridley Bridge</i>			
<i>Capital Fund 731- FSRP</i>			
<i>Capital Fund 731- ULOP</i>			
<i>Capital Fund 731 - Flood & Emergency</i>			
<i>Capital Fund 731 - Emergency Repair</i>			
Subtotal Capital Fund			
Net Transfers			
Revenues			
Operational Fund 730	840,057	840,057	840,057
Capital Fund 731			
<i>Capital Fund 731 - USACE Study</i>		-	
<i>Capital Fund 731 - EIP (Local)</i>	5,750,000	3,672,025	3,408,429
<i>Capital Fund 731 - EIP (State)</i>	7,017,414	(1,227,958)	2,536,825
<i>Capital Fund 731 - Stakeholder</i>	-	-	263,597
<i>Capital Fund 731 - RFMP</i>	128,384	-	128,384
<i>Capital Fund 731 - OWA</i>	10,614,769	5,522,912	8,303,364
<i>Capital Fund 731 - ER Planning</i>		-	
<i>Capital Fund 731 - Gridley Bridge</i>			
<i>Capital Fund 731- FSRP</i>	-	-	-
<i>Capital Fund 731- ULOP</i>	-	-	-
<i>Capital Fund 731 - Small Communities</i>	999,969		186,158
<i>Capital Fund 731 - Flood & Emergency</i>	-	-	-
<i>Capital Fund 731 - Sediment Removal</i>	2,881,467		-
<i>Capital Fund 731 - FRWLFA</i>	-		
Subtotal Capital Fund	27,392,003	7,966,979	14,826,756
Total Revenues Operating & Capital	28,232,060	8,807,036	15,666,813

Exhibit A

SBFCA BUDGET TOTAL WORKING CAPITAL RECONCILIATION

	FY 2019/20		
<u>Line Item Description</u>	<u>Amended 2019-20 Budget [1]</u>	<u>Month Ending May-20</u>	<u>Rec'd/Invoiced to Date</u>
Expenses			
Operational Fund 730	1,077,082	(82,867)	456,374
Capital Fund 731			
<i>Capital Fund 731 - USACE Study</i>	853,973	823,566	684,726
<i>Capital Fund 731 - EIP</i>	7,111,189	4,661,373	4,965,146
<i>Capital Fund 731 - Stakeholder</i>	10,000		-
<i>Capital Fund 731 - RFMP</i>	10,049	16,372	8,918
<i>Capital Fund 731 - OWA</i>	9,620,213	7,707,402	7,895,846
<i>Capital Fund 731 - ER Planning</i>			
<i>Capital Fund 731 - Gridley Bridge</i>			
<i>Capital Fund 731- FSRP</i>	50,587	49,319	53,398
<i>Capital Fund 731- ULOP</i>	-		
<i>Capital Fund 731 - Small Communities</i>	502,318	185,427	181,087
<i>Capital Fund 731 - Flood & Emergency</i>	475,378	477,739	477,739
<i>Capital Fund 731 - Sediment Removal</i>	809,344	397,250	628,078
Subtotal Capital Fund	19,443,050	14,318,448	14,894,939
Total Expenses Operating & Capital	20,520,132	14,235,581	15,351,313
Financing Activities [2]			
Gross Proceeds from New Debt <i>[Trustee]</i>			
Proceeds from of New Debt <i>[SBFCA]</i>			
Short/Long Term Debt Repayment			
Costs of Financing			
Debt Service on Outstanding Debt	(5,467,781)	(5,467,781)	(5,467,781)
Net Financing Activities	(5,467,781)	(5,467,781)	(5,467,781)
Working Capital End of Period			
Operational Fund 730	4,375,287	5,535,236	4,995,994
Capital Fund 731 - USACE Study	(9,521,101)	(9,490,694)	(9,351,855)
Capital Fund 731 - EIP	36,238,277	28,595,969	31,793,382
Capital Fund 731 - Stakeholder	13,267	23,267	286,863
Capital Fund 731 - RFMP	(118,959)	(253,666)	(117,828)
Capital Fund 731 - OWA	(360,295)	(3,762,428)	(1,170,420)
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	(1,692,997)	(1,691,729)	(1,695,808)
Capital Fund 731- ULOP	(6,844)	(6,844)	(6,844)
Capital Fund 731 - Small Communities	-	(683,078)	(492,580)
Capital Fund 731 - Flood & Emergency	(601,735)	(604,097)	(604,097)
Capital Fund 731 - Emergency Repair	(4,023,382)	(6,492,755)	(6,723,583)
Total End of Period	24,158,427	11,026,090	16,770,135
Working Capital Net of Trustee Funds		\$11,021,607	\$16,765,651

[1] Reflects Board Approved Budget June 10, 2020.

[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 MAY 2020 OF FY 19/20
 5/22/2020

% of Year Complete
 100%

SBFCA FUNDS - ACTIVITIES TO DATE								SBFCA FUNDS - FY 19/20 BUDGET							SBFCA FUNDS - VARIANCE FROM BUDGET										
OPERATIONS (730)		CAPITAL FUND (731)						TOTALS c=a+b	OPERATIONS (730)		CAPITAL FUND (731)					TOTALS f=d+e	OPERATIONS (730)		CAPITAL FUND (731)					TOTALS i=f-c	% OF BUDGET EXPENDED j=c/f
ADMIN a	USACE STUDY	EIP	STAKE- HOLDER, OWA, GB, FSRP	REGIONAL PLANNING, ULOP	ER PLAN, SMALL COM	Sub-Total - Capital Fund b	ADMIN d		USACE STUDY	EIP	STAKE- HOLDER, OWA, GB, FSRP	REGIONAL PLANNING, ULOP, FLOOD EMERG	ER PLAN, SMALL COM	Sub-Total - Capital Fund e	ADMIN g=d-a		USACE STUDY	EIP	STAKE- HOLDER, OWA, GB, FSRP	REGIONAL PLANNING	ER PLAN, SMALL COM	Sub-Total - Capital Fund h=e-b			
REVENUES:																									
43195-Federal Intergov't Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
43495-Proposition 13 Funds - \$1.4 M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
43495-Proposition 13 Funds - \$650 K	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
43530-EIP Grant Funds - (Local Credit)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
43531-EIP Grant Funds - (State Share)	-	-	(1,227,958)	-	-	(1,227,958)	(1,227,958)	-	7,017,414	-	-	-	7,017,414	7,017,414	-	-	8,245,372	-	-	-	8,245,372	8,245,372	-	-17%	
43535-State Revenues - Flood Emergency Resp	-	-	-	-	-	-	-	-	-	-	2,881,467	-	2,881,467	2,881,467	-	-	2,881,467	-	-	-	2,881,467	2,881,467	-	0%	
43536-State Revenues - Prop 13 Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
43717-Local Intergov't Contributions	-	-	-	-	-	-	-	-	5,750,000	-	-	-	5,750,000	5,750,000	-	-	5,750,000	-	-	-	5,750,000	5,750,000	-	0%	
45520-Assessment District Revenues	840,057	-	3,672,025	-	-	3,672,025	4,512,082	840,057	-	-	-	-	840,057	0	-	(3,672,025)	-	-	-	-	(3,672,025)	(3,672,025)	-	537%	
49081-Non-Govt Settlements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
43537-State Revenues - LC FSRP Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
43538- State Revenues - WCB/CDFW Grant	-	-	-	5,522,912	-	5,522,912	5,522,912	-	-	10,614,769	-	-	10,614,769	10,614,769	-	-	-	-	-	-	-	-	-	-	
4344(2,3)- Small Communities Grants	-	-	-	-	-	-	-	-	-	-	-	999,969	999,969	999,969	-	-	-	-	-	-	-	-	-	-	
Sub-Total	840,057	-	2,444,067	5,522,912	-	7,966,979	8,807,036	840,057	-	12,767,414	10,614,769	2,881,467	999,969	27,263,619	28,103,676	0	-	10,323,347	-	2,881,467	-	13,204,814	13,204,814	31%	
46110-Interest on Investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
49010-Other Revenue	-	-	-	-	-	-	-	-	-	-	128,384	-	128,384	128,384	-	-	128,384	-	-	-	128,384	128,384	-	0%	
Sub-Total	-	-	-	-	-	-	-	-	-	-	128,384	-	128,384	128,384	-	-	128,384	-	-	-	128,384	128,384	0%		
TOTAL INCOME	840,057	-	2,444,067	5,522,912	-	7,966,979	8,807,036	840,057	-	12,767,414	10,614,769	3,009,851	999,969	27,392,003	28,232,060	0	-	10,323,347	-	3,009,851	-	13,333,197	13,333,198	31%	
EXPENDITURES - ADMINISTRATION:																									
Operations:																									
62701-Executive Director	121,388	-	-	-	-	-	121,388	-	-	-	-	-	-	-	(121,388)	-	-	-	-	-	-	-	(121,388)	0%	
62730-Attorney	(3,161)	-	-	-	-	-	(3,161)	(52,000)	-	-	-	-	-	(52,000)	(48,839)	-	-	-	-	-	-	-	(48,839)	6%	
62701-Analyst/Administrative Assistant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
62701-Clerk/Secretary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
6279(8,9)-Exec Dir/Admin Mgr	23,285	-	-	-	-	-	23,285	(130,420)	-	-	-	-	-	(130,420)	(153,705)	-	-	-	-	-	-	-	(153,705)	-18%	
61(5,2)(XX)-Director of Engineering	-	-	-	-	-	-	-	(146,512)	-	-	-	-	-	(146,512)	(146,512)	-	-	-	-	-	-	-	(146,512)	0%	
62701-Director of Engineering Support	-	-	-	-	-	-	-	(288,974)	-	-	-	-	-	(288,974)	(288,974)	-	-	-	-	-	-	-	(288,974)	0%	
62701-Public Outreach	(548)	-	-	-	-	-	(548)	(50,000)	-	-	-	-	-	(50,000)	(49,452)	-	-	-	-	-	-	-	(49,452)	1%	
62701-Financial Mgt	(23,119)	-	-	-	-	-	(23,119)	(120,000)	-	-	-	-	-	(120,000)	(96,881)	-	-	-	-	-	-	-	(96,881)	19%	
62701-Assessment District Admin.	-	-	-	-	-	-	-	(104,778)	-	-	-	-	-	(104,778)	(104,778)	-	-	-	-	-	-	-	(104,778)	0%	
Sub-Total	117,845	-	-	-	-	-	117,845	(892,684)	-	-	-	-	-	(892,684)	(1,010,529)	-	-	-	-	-	-	-	(1,010,529)	-13%	
Services and Supplies	(34,978)	-	(148,866)	-	-	(148,866)	(183,845)	(179,398)	-	-	-	-	-	(179,398)	(144,420)	-	148,866	-	-	-	148,866	4,447	102%		
Equipment	-	-	-	-	-	-	-	(5,000)	-	-	-	-	-	(5,000)	(5,000)	-	-	-	-	-	-	-	-	0%	
Sub-Total	(34,978)	-	(148,866)	-	-	(148,866)	(183,845)	(184,398)	-	-	-	-	-	(184,398)	(149,420)	-	148,866	-	-	-	148,866	4,447	100%		
Total Operations	82,867	-	(148,866)	-	-	(148,866)	(65,999)	(1,077,082)	-	-	-	-	-	(1,077,082)	(1,159,949)	-	148,866	-	-	-	148,866	(1,006,083)	6%		
EXPENDITURES - PROGRAM:																									
USACE Feasibility Study:																									
Administration	-	(823,566)	-	-	-	(823,566)	(823,566)	-	-	-	-	-	-	-	-	823,566	-	-	-	-	823,566	823,566	-	0%	
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
Environmental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
Payments to USACE	-	-	-	-	-	-	-	(853,973)	-	-	-	-	(853,973)	(853,973)	(853,973)	-	(853,973)	-	-	-	(853,973)	(853,973)	-	0%	
Sub-Total	-	(823,566)	-	-	-	(823,566)	(823,566)	(853,973)	-	-	-	-	(853,973)	(853,973)	(30,407)	-	-	-	-	-	(30,407)	(30,407)	(30,407)	96%	
EIP:																									
Pre-Planning	-	(18,409)	-	-	-	(18,409)	(18,409)	-	-	-	-	-	-	-	-	18,409	-	-	-	-	18,409	18,409	-	0%	
Administration	-	(601,565)	-	-	-	(601,565)	(601,565)	-	-	-	-	-	-	-	-	601,565	-	-	-	-	601,565	601,565	-	0%	
Engineering	-	(239,646)	-	-	-	(239,646)	(239,646)	-	-	-	-	-	-	-	-	239,646	-	-	-	-	239,646	239,646	-	0%	
Environmental	-	(2,500,759)	-	-	-	(2,500,759)	(2,500,759)	-	-	-	-	-	-	-	-	2,500,759	-	-	-	-	2,500,759	2,500,759	-	0%	
Right of Way Services	-	(62,284)	-	-	-	(62,284)	(62,284)	-	-	-	-	-	-	-	-	62,284	-	-	-	-	62,284	62,284	-	0%	
Construction & OWA FSR	-	(1,089,844)	-	-	-	(1,089,844)	(1,089,844)	-	(7,111,189)	-	-	-	(7,111,189)	(7,111,189)	-	(6,021,345)	-	-	-	-	(6,021,345)	(6,021,345)	-	15%	
Sub-Total	-	(4,512,507)	-	-	-	(4,512,507)	(4,512,507)	(7,111,189)	-	-	-	-	(7,111,189)	(7,111,189)	(2,598,682)	-	-	-	-	-	(2,598,682)	(2,598,682)	(2,598,682)	63%	
Stakeholder Management, OWA, Gridley Bridge, FSRP																									
2005 - OWA	-	-	(7,707,402)	-	-	(7,707,402)	(7,707,402)	-	-	(9,620,213)	-	-	(9,620,213)	(9,620,213)	-	-	(1,912,811)	-	-	-	(1,912,811)	(1,912,811)	-	80%	
1068 - Stakeholder Management	-	-	-	-	-	-	-	-	-	(10,000)	-	-	(10,000)	(10,000)	-	-	(10,000)	-	-	-	(10,000)	(10,000)	-	0%	
2006 - Gridley Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	
2004 - FSRP	-	-	(49,319)	-	-	(49,319)	(49,319)	-	-	-	-	-	-	-	-	-	49,319	-	-	-	49,319	49,319	-	0%	
Sub-Total	-	-	(7,756,721)	-	-	(7,756,721)	(7,756,721)	-	-	(9,630,213)	-	-	(9,630,213)	(9,630,213)	-	-	(1,922,811)	-	-	-	(1,922,811)	(1,922,811)	(1,922,811)	81%	
Regional Planning, ULOP, Flood & Emergency Protection																									
2001 Regional Planning Efforts	-	-	-	(16,372)	-	(16,372)	(16,372)	-	-	-	10,049	-	10,049	10,049	-	-	-	-	26,421	-					

SUNGARD PENTAMATION, INC.
 DATE: 06/01/2020
 TIME: 10:40:37

CITY OF YUBA CITY
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.yr='20' and transact.period='11' and transact.fund between '730' and '731'
 ACCOUNTING PERIOD: 12/20

FUND - 730 - FLOOD CONTROL AGENCY

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	FUND/DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
10100	267111	05/07/20	308404 A&R JANITORIAL SERV	7350	62701	SBFCA/MARCH 2020	0.00	15.00
10100	267165	05/07/20	304090 KIM FLOYD COMMUNICA	7350	62701	SBFCA/MARCH 2020	0.00	73.27
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	7350	62701	SBFCA/MARCH 2020	0.00	2,939.58
10100	267181	05/07/20	304991 MICHAEL BESSETTE	7350	62801	SBFCA/MARCH 2020	0.00	76.96
10100	267217	05/07/20	307507 TERRA YANEY	7350	62801	SBFCA/MARCH 2020	0.00	40.67
10100	267224	05/07/20	308355 YUBA RIVER MOULDING	7350	63201	SBFCA/MAY RENT 2020	0.00	96.25
10100	267249	05/14/20	302252 U.S. BANK CORP PAYM	7350	62201	TY/TOLL FREE CONF	0.00	12.01
10100	267249	05/14/20	302252 U.S. BANK CORP PAYM	7350	66001	TY/ALHAMBRA	0.00	0.26
10100	267249	05/14/20	302252 U.S. BANK CORP PAYM	7350	62301	TY/POSTAGE	0.00	0.41
10100	267249	05/14/20	302252 U.S. BANK CORP PAYM	7350	62201	TY/COMCAST	0.00	13.78
10100	267249	05/14/20	302252 U.S. BANK CORP PAYM	7350	62201	TY/SPRINT	0.00	14.26
TOTAL CHECK							0.00	40.72
10100	267360	05/21/20	305409 LARSEN WURZEL & ASS	7350	62701	SBFCA/FEB 20	0.00	2,615.99
10100	8011362	05/21/20	301265 DOWNEY BRAND ATTORN	7350	62730	SBFCA/MARCH 2020	0.00	472.66
TOTAL CASH ACCOUNT							0.00	6,371.10
TOTAL FUND							0.00	6,371.10

SUNGARD PENTAMATION, INC.
 DATE: 06/01/2020
 TIME: 10:40:37

CITY OF YUBA CITY
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.yr='20' and transact.period='11' and transact.fund between '730' and '731'
 ACCOUNTING PERIOD: 12/20

FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	267111	05/07/20	308404 A&R JANITORIAL SERV	995001	67310	SBFCA/MARCH 2020	0.00	193.80
10100	267111	05/07/20	308404 A&R JANITORIAL SERV	992004	65689	SBFCA/MARCH 2020	0.00	30.00
10100	267111	05/07/20	308404 A&R JANITORIAL SERV	996001	67310	SBFCA/MARCH 2020	0.00	61.20
TOTAL CHECK								285.00
10100	267158	05/07/20	302687 ICF JONES & STOKES,	996001	68804	SBFCA/MARCH 2020	0.00	7,282.09
10100	267158	05/07/20	302687 ICF JONES & STOKES,	995001	68804	SBFCA/MARCH 2020	0.00	26,211.24
TOTAL CHECK								33,493.33
10100	267160	05/07/20	308537 INCONTEXT	995001	67401	SBFCA/FEB 29-MARCH	0.00	571.04
10100	267160	05/07/20	308537 INCONTEXT	995001	68401	SBFCA/FEB 29-MARCH	0.00	247.53
10100	267160	05/07/20	308537 INCONTEXT	996001	68901	SBFCA/FEB 29-MARCH	0.00	126.93
10100	267160	05/07/20	308537 INCONTEXT	995001	68901	SBFCA/FEB 29-MARCH	0.00	456.88
10100	267160	05/07/20	308537 INCONTEXT	996001	68401	SBFCA/FEB 29-MARCH	0.00	78.16
10100	267160	05/07/20	308537 INCONTEXT	996001	67401	SBFCA/FEB 29-MARCH	0.00	180.33
TOTAL CHECK								1,660.87
10100	267165	05/07/20	304090 KIM FLOYD COMMUNICA	996001	66331	SBFCA/MARCH 2020	0.00	334.15
10100	267165	05/07/20	304090 KIM FLOYD COMMUNICA	995001	66331	SBFCA/MARCH 2020	0.00	1,058.13
TOTAL CHECK								1,392.28
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	997001	65615	SBFCA/3/1/20-3/31/2	0.00	2,360.75
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	997002	65676	SBFCA/MARCH 2020	0.00	2,457.00
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	996001	67311	SBFCA/MARCH 2020	0.00	3,023.10
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	941064	65648	SBFCA/MARCH 2020	0.00	1,777.75
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	995001	66521	SBFCA/MARCH 2020	0.00	12,910.45
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	997003	65720	SBFCA/MARCH 2020	0.00	2,223.00
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	996001	66521	SBFCA/MARCH 2020	0.00	4,077.00
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	992001	65641	SBFCA/MARCH 2020	0.00	2,246.50
10100	267168	05/07/20	305409 LARSEN WURZEL & ASS	995001	67311	SBFCA/MARCH 2020	0.00	9,573.15
TOTAL CHECK								40,648.70
10100	267181	05/07/20	304991 MICHAEL BESSETTE	992004	65689	SBFCA/MARCH 2020	0.00	32.95
10100	267181	05/07/20	304991 MICHAEL BESSETTE	941064	62798	SBFCA/MARCH 2020	0.00	11.21
10100	267181	05/07/20	304991 MICHAEL BESSETTE	995001	67310	SBFCA/MARCH 2020	0.00	212.82
10100	267181	05/07/20	304991 MICHAEL BESSETTE	997002	65780	SBFCA/MARCH 2020	0.00	72.34
10100	267181	05/07/20	304991 MICHAEL BESSETTE	996001	67310	SBFCA/MARCH 2020	0.00	67.21
TOTAL CHECK								396.53
10100	267223	05/07/20	307582 WSP USA, INC.	997003	65723	SBFCA/MARCH 2020	0.00	6,782.87
10100	267223	05/07/20	307582 WSP USA, INC.	995001	68931	SBFCA/MARCH 2020	0.00	6,289.84
10100	267223	05/07/20	307582 WSP USA, INC.	996001	68931	SBFCA/MARCH 2020	0.00	1,986.27
10100	267223	05/07/20	307582 WSP USA, INC.	997005	65723	SBFCA/MARCH 2020	0.00	356.99
TOTAL CHECK								15,415.97
10100	267224	05/07/20	308355 YUBA RIVER MOULDING	995001	67310	SBFCA/MAY RENT 2020	0.00	1,243.55
10100	267224	05/07/20	308355 YUBA RIVER MOULDING	992004	65689	SBFCA/MAY RENT 2020	0.00	192.50
10100	267224	05/07/20	308355 YUBA RIVER MOULDING	996001	67310	SBFCA/MAY RENT 2020	0.00	392.70
TOTAL CHECK								1,828.75
10100	267249	05/14/20	302252 U.S. BANK CORP PAYM	992004	65689	TY/SPRINT	0.00	28.49
10100	267249	05/14/20	302252 U.S. BANK CORP PAYM	992004	65689	TY/COMCAST	0.00	27.51

SUNGARD PENTAMATION, INC.
 DATE: 06/01/2020
 TIME: 10:40:37

CITY OF YUBA CITY
 CHECK REGISTER - BY FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.yr='20' and transact.period='11' and transact.fund between '730' and '731'
 ACCOUNTING PERIOD: 12/20

FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	FUND/DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	996001	67310 TY/SPRINT	0.00	58.14
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	996001	67310 TY/POSTAGE	0.00	1.63
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	995001	67310 TY/COMCAST	0.00	177.75
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	992004	65689 TY/TOLL FREE CONF	0.00	24.00
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	995001	67310 TY/SPRINT	0.00	184.10
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	995001	67310 TY/POSTAGE	0.00	5.16
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	996001	67310 TY/ALHAMBRA	0.00	1.02
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	992004	65689 TY/POSTAGE	0.00	0.80
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	992004	65689 TY/ALHAMBRA	0.00	0.49
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	995001	67310 TY/TOLL FREE CONF	0.00	155.07
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	996001	67310 TY/COMCAST	0.00	56.13
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	995001	67310 TY/ALHAMBRA	0.00	3.22
10100	267249	05/14/20	302252	U.S. BANK CORP PAYM	996001	67310 TY/TOLL FREE CONF	0.00	48.97
TOTAL CHECK							0.00	772.48
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	995001	67311 SBFCA/FEB 20	0.00	6,021.40
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	995001	66521 SBFCA/FEB 20	0.00	13,429.01
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	997005	65720 SBFCA/FEB 20	0.00	1,092.00
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	992001	65641 SBFCA/FEB 2020	0.00	1,866.25
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	997003	65720 SBFCA/FEB 20	0.00	195.00
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	996001	66521 SBFCA/FEB 20	0.00	4,240.75
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	996001	67311 SBFCA/FEB 20	0.00	1,901.50
10100	267360	05/21/20	305409	LARSEN WURZEL & ASS	941064	65648 SBFCA/FEB 20	0.00	3,216.65
TOTAL CHECK							0.00	31,962.56
10100	267362	05/21/20	55431	LEVEE DISTRICT 1	995001	68931 SBFCA/APRIL 2020-20	0.00	3,800.00
10100	267362	05/21/20	55431	LEVEE DISTRICT 1	996001	68931 SBFCA/APRIL 2020-20	0.00	1,200.00
TOTAL CHECK							0.00	5,000.00
10100	267398	05/21/20	308917	RIVER PARTNERS	997006	65725 SBFCA/OCT-DEC 2019	0.00	21,518.19
10100	267418	05/21/20	300487	SWRCB ACCOUNTING OF	997005	65722 SBFCA/19/20 PERMIT	0.00	91.00
10100	267418	05/21/20	300487	SWRCB ACCOUNTING OF	997003	65722 SBFCA/19/20 PERMIT	0.00	169.00
TOTAL CHECK							0.00	260.00
10100	267421	05/21/20	308916	TAYLOR BROTHERS FAR	941064	65635 SBFCA/5/4/2020	0.00	99,757.29
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	996001	66512 SBFCA/MARCH 2020	0.00	3,448.32
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	995001	68713 SBFCA/MARCH 2020	0.00	355.77
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	995001	66322 SBFCA/MARCH 2020	0.00	6,106.82
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	995001	66321 SBFCA/MARCH 2020	0.00	307.80
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	992004	65689 SBFCA/MARCH 2020	0.00	945.33
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	941064	65648 SBFCA/MARCH 2020	0.00	1,870.00
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	996001	68713 SBFCA/MARCH 2020	0.00	112.36
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	996001	66321 SBFCA/MARCH 2020	0.00	97.20
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	996001	66322 SBFCA/MARCH 2020	0.00	1,928.47
10100	8011362	05/21/20	301265	DOWNEY BRAND ATTORN	995001	66512 SBFCA/MARCH 2020	0.00	10,919.67
TOTAL CHECK							0.00	26,091.74
TOTAL CASH ACCOUNT							0.00	280,483.69
TOTAL FUND							0.00	280,483.69

SUNGARD PENTAMATION, INC.
DATE: 06/01/2020
TIME: 10:40:37

CITY OF YUBA CITY
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.yr='20' and transact.period='11' and transact.fund between '730' and '731'
ACCOUNTING PERIOD: 12/20

FUND - 731 - SBFCA CAPITAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	FUND/DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL REPORT							0.00	286,854.79



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

July 8, 2020

Item 5

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

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

Item 6

TO: Board of Directors
FROM: Michael Bessette, Executive Director
SUBJECT: Other Reports by Agency Staff and Consultants

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

Item 7

TO: Board of Directors
FROM: Michael Bessette, Executive Director
SUBJECT: Report by Member and Partner Agencies

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

Item 8

TO: Board of Directors
FROM: Michael Bessette, Executive Director
SUBJECT: Report on Correspondence Sent by and Received by the Board

Fiscal Impact

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



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

July 8, 2020

TO: Board of Directors

FROM: Michael Bessette – Executive Director

SUBJECT: Receive and File Program/Project Update Report

Recommendation

Receive and file the July 2020 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:

Engineering Design

Closeout activities related to the UPRR Closure Structure project are near completion. The remaining activities for this project are the completion of As-built drawings and incorporating this project as a supplement to the USACE Operation and Maintenance manual. The design team continues to process the encroachment permits for facilities 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. The scoping work on developing the encroachment permits for the Second Street properties in Yuba City will begin this month.

In order to support land use Agency issuance of building permits supported by Adequate Progress findings up until an EVD-1 finding can be made, SBFCA will produce an Annual Adequate Progress Report for 2020 and transmit this report to the Central Valley Flood Protection Board and the Department of Water Resources as required by Senate Bill 5. This Adequate Progress report will be presented to the Board in August. The final Engineer's Report will be initiated this month and finalized by the end of 2020. This will make 2020 the final year that SBFCA will need to report on Adequate Progress for the FRWLP.

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

The CM team completed and submitted to DWR the project Construction Completion report for the Reach 25 Pipe Abandonment project in Live Oak. This report was just approved by DWR in late June. The CM team is working on closing out the UPRR Closure Structure project in the City of Yuba City. This work includes assisting Odin Construction on the completion of the project record drawings, the fabrication and delivery of a training scale-model which would be located at the LD1 maintenance yard, and the development of Operation and Maintenance manuals and Construction Completion reports.

The CM team is also closing out season-two construction of the Oroville Wildlife Area Flood Stage Reduction Project and the OWA Interior Channel Bridges Project. Project closeout activities for both these projects includes developing Operation and Maintenance manuals and Construction Completion reports.

Environmental Documentation/Permitting/Monitoring/Mitigation

ECORP Consulting continues to provide environmental and cultural permit compliance monitoring and documentation for all active projects (OWA construction contracts, FRWLP closeout activities, Sediment Removal project, and the USACE Cypress to Tudor levee improvement project as needed).

The Star Bend and Mathews Property environmental mitigation sites Framework Agreement and associated documents will be presented to the Board this month for approval. As part of the Star Bend land transfer process from LD 1 to SBFCA, SBFCA will be finalizing its reimbursements to LD 1 for local costs associated with the Star Bend Set Back Levee Project.

Right of Way

The right-of-way team is working on closing out all acquisitions needed for the federal project (Cypress to Tudor) and the FRWLP including the easements needed from the affected public agencies and several outstanding privately owned parcels. DWR will cost share in these property easement acquisitions through SBFCA’s UFRR Funding Agreement. Staff is working with DWR to process a 7th amendment to cover these costs. We anticipate the amendment to be finalized in July or August. 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.

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. The last payment received and reported to the Board was in the amount of \$862,562 and was received on June 14, 2019. SBFCA is currently processing four payments totaling \$5.23 million with DWR. This is an additional \$357,000 more than what was reported to the Board last month.

In May 2019, SBFCA Staff submitted an amendment request to DWR for an Amendment to the funding agreement. This amendment requested five specific items from DWR as summarized below. DWR and SBFCA staff have been reviewing this request. DWR has determined that they do not want SBFCA to perform the Canal Slope work (Item No. 3 below) so this cost has been removed from the summary below. The following reflects the latest update to the total amount of funding requested which is now being processed.

No.	Impacted Term	Description	Request	Amount
1	Expiration Date	Extend Date	December 31, 2022	N/A
2	Funding Limit	OWA Project	Increase Funding	\$3.74 Million
3	Funding Limit	Canal Slope	Increase Funding	\$0
4	Funding Limit	ROW in Fee @ Laurel for Federal Credit	Increase Funding	\$342,000
5	Funding Limit	Additional Cost for FRLIP	Increase Funding	\$452,178
Total Additional State Funding Request				\$ 4.53 million [1]

[1] DWR will be processing this funding separately as described further below.

The items listed above are being taken care of as three amendments. DWR processed a 6th Amendment that extend the time only (Item No. 1 above). This amendment has been fully executed. A second amendment (Amendment No. 7), as noted above, is still being prepared and will provide the additional funding for the OWA Project. A final, 8th Amendment for the remaining approximately \$800,000 is being worked on with DWR. It is expected that the amendments will be approved after July 2020.

The table below presents the funding status of the Agency’s UFRR Grant.

FRWLP DWR EIP/UFRR Funding

Agreement

	<u>Design</u>		<u>Construction</u>		<u>Total</u>
Agreement No.	#4600009480		#4600010296		
Capital Outlay Amount	\$9,000,000		\$56,780,000		\$65,780,000
Amendment 1	\$0 [1]		\$0 [2]		\$0
Amendment 2	\$14,869,280 [3]		\$57,803,791 [4]		\$72,673,071
Amendment 3	\$0		\$43,861,587		\$43,861,587
Amendment 4	\$0		\$40,828,931		\$40,828,931
Amendment 5	-\$2,529,451 [5]		\$31,730,451 [5]		\$29,201,000
Amendment 6	\$0		\$0 [1]		\$0
<i>Pending CFA & Budget (for original scope of work)</i>	\$0		\$452,178 [6]		\$452,178
TOTAL FUNDING	\$21,339,829		\$231,456,938		\$252,796,767
Receipts					
Payments to Date	\$21,339,829		\$210,757,396		\$232,097,226
Pending [7]	\$0		\$5,226,250		\$5,226,250
TOTAL PAYMENTS	\$21,339,829		\$215,983,646		\$237,323,475
GRANT BALANCE	\$0		\$15,473,292		\$15,473,292

- [1] Amendment 1 to the Design Agreement and Amendment 6 to the Construction Agreement amended the terms of the agreements (time extensions only).
- [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 and additional funding from DWR for emergency work (\$25,000,000 for R 14 – 16 and \$4,201,000 for emergency storm response).
- [6] The proposed CFA Amendment 7 has been requested with additional for the FRWLP in the amount of \$452,178. Additional funding for other scope items to be included in Amendment 7 has not been included in the above analysis.
- [7] Pending payments for 21st, 22nd, 23rd, 24th, and 25th Quarters (through the period ending March 31, 2020.)

OWA (CDFW & WCB) Grant Agreements

SBFCA staff is working with the WCB and CFDW to process payments for the ongoing OWA work. Recent payments were received for the WCB grants in the amount of \$2,362,367 and for the CDFW grant in the amount of 4,763,562. SBFCA currently has \$3,264,451 in pending payments due from WCB. The table(s) below presents the funding status of the Agency’s WCB Grant and CDFW Grant, respectively.

OWA WCB Funding

	<u>Agreement</u>				<u>Total</u>
Grant Agreement No.	WC-1736BC	WC-1842AP	WC-1729SS	WC-1554MM	
Grant Amount	\$5,070,900	\$1,542,100	\$484,000	\$792,522	\$7,889,522
TOTAL FUNDING	\$5,070,900	\$1,542,100	\$484,000	\$792,522	\$7,889,522
<i>Payment Received</i>					
PMT 1	\$768,688				\$768,688
PMT 2	\$1,593,679				\$1,593,679
Previous Amounts Sum [1]				\$690,997	
 <i>Pending [2]</i>					
PMT 1		\$1,011,120	\$484,000		\$1,495,120
PMT 3	\$17,073				\$17,073
PMT 4	\$53,946				\$53,946
PMT 5	\$1,596,787				\$1,596,787
PMT 11 & Retention				\$101,525	
TOTAL PAYMENTS	\$4,030,173	\$1,011,120	\$484,000	\$792,522	\$6,317,816
GRANT BALANCE	\$1,040,727	\$530,980	\$0	\$0	\$1,571,706

[1] Amount includes payments 1 thru 10 for WC-1554MM grant.

[2] No payments yet received.

OWA CDFW Funding

	<u>Agreement</u>	<u>Total</u>
Grant Agreement No.	P1796010	
Grant Amount	\$5,648,836	\$5,648,836
TOTAL FUNDING	\$5,648,836	\$5,648,836
<i>Receipts [1]</i>		
Received		
PMT 1	\$22,457	\$22,457
PMT 2	\$29,825	\$29,825
PMT 3a	\$3,253,250	\$3,253,250
PMT 3b	\$1,458,029	\$1,458,029
 <i>Pending</i>		
TOTAL PAYMENTS	\$4,763,562	\$4,763,562
GRANT BALANCE	\$885,274	\$885,274

Oroville Wildlife Area (OWA) Flood Stage Reduction Project

The project team is coordinating closely with both DWR and CDFW on the documentation for closing out this project, including work on project closeout and on post-construction monitoring activities. SBFCA staff also continues to coordinate with River Partners regarding their work on the invasive species removal and the new

vegetation planting efforts. In regards to funding, SBFCA staff continues to research potential grant opportunities to advance the OWA Robinson's Riffle Restoration Project.

Sutter Basin Flood Risk Management Project (federal project)

USACE's contractor, Forgen, continues to make good progress on season-two construction. The contractor is simultaneously working in the two "gap areas" remaining for the project. Cultural resources impacts have recently developed and are being coordinated with all affected parties. SBFCA staff and consultants are providing engineering (including cost engineering), economics, right-of-way, and cultural and environmental permitting support. SBFCA staff continues to participate in frequent USACE project management team and construction coordination meetings in order to advance the project and look out for community concerns. As required by its Burial Treatment Policy, SBFCA has recently leased a small office for use by the United Auburn Indian Community to prepare human remains and associated grave goods, discovered during construction, for proper treatment and reburial.

Proposition 68 Sediment Management

Staff continues to work with the California Natural Resources Agency (CNRA) and local stakeholders on the \$5 million of direct funding for SBFCA-led projects. The scope of work includes sediment removal at both the Yuba City and Star Bend boat launch locations, and removal of sediment and aquatic invasive species at the Live Oak boat launch location. SBFCA will be the lead agency for the projects located at Live Oak and Yuba City. Yuba County will be the lead agency for the project at Star Bend and SBFCA will provide supplemental funding (via the grant) for construction. In June, the project team continued with the 30% design and continued working on the environmental and permitting efforts. The CEQA Notice of Preparation was posted and mailed to SBFCA's stakeholder list and the cultural resources site survey report was prepared and transmitted to UAIC. The State Lands Commission lease applications are planned to be submitted in early July. SBFCA also received confirmation from the State Mining and Geology Board that the projects are exempt from the Surface Mining and Reclamation Act. The team continues to coordinate with the City of Marysville for disposing the sediment at the City's wastewater treatment pond site for the Yuba City project. The team also has been coordinating with the engineer for the City of Gridley for disposing the sediment from the Live Oak project at Gridley's wastewater treatment pond site.

Butte County FEMA Accreditation

SBFCA staff submitted the Butte County FEMA accreditation package to FEMA in July of 2019. Following submittal, it is projected that the review and processing period with FEMA will take approximately 2 to 3 years before the proposed mapping changes become effective. The SBFCA team has informally responded to the comments that were received from FEMA on April 24th and is currently awaiting response from FEMA.

Fiscal Impact

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

Via Electronic Copy

June 25, 2020



Karla Nemeth
Director
Department of Water Resources
1416 9th Street
Sacramento, CA 95814

Dear Director Nemeth,

Last week, we sent you a letter on management of the Feather River for fisheries issues, including but not limited to flows, cold water, the Thermalito fix, a segregation weir for spring/fall run returning fish.

Above all other issues, there is one so significant we left it out for a separate letter. Our organization is deeply concerned about sedimentation of the Feather River, which has historically been an issue but was greatly exacerbated by the 2017 Oroville spillway incident. Today, in its current state, the sediment on the bottom of the Feather River is affecting navigability, launching of commercial and recreation vessels, and impairing salmonid migration, including endangered and listed species. Fish passage, flows, flood control, water quality, recreational impacts; all of these are items that are affected by the current declining state of the river.

Historically, the Feather River downstream of the mouth of the Yuba River is a magnet for sediment deposits. These deposits, while part of normal river process, result mainly from poorly managed highwater events that lead to material washing downstream and dropping from the water column in the calmer, wider, less turbulent sections of the river. Notable events include the highwater marks of 1997 and 2006 and more recently the 2017 Oroville crisis. The never implemented Lower Feather River Corridor Management Plan is both a recognition of the challenges associated with sediment, and testament to the inability to do anything about it.

The State's attention to sediment has been neglected since the early 1970's when consistent dredging was stopped. Prior to that time, efforts were made to clear a navigable channel for deeper water vessels to travel upstream, and in doing so also created deeper cold water channels for migratory salmon on their egress and ingress from breeding areas in the upper Feather and Yuba Rivers. However, today's situation is quite different. These days, when flows in the river are less than 3,500 cfs, nearly the entire river downstream of the Yuba confluence is unnavigable by the majority of vessels, including jet boats, which can travel in less than 12 inches of water.

Moreover, since 2016 we have seen an extreme amount of sediment coming down both the Feather and Yuba rivers. The Oroville spillway crises alone sent an amount of sediment down river that was previously unprecedented, and is the largest contributing factor to the amount of sediment downstream of the confluence today. Over 1 million cubic yards of the earth was removed from the face of the spillway during the crisis. Further, an estimated 1.5 million cubic yards of land inside the river banks collapsed, either washed loose by the furious scouring of the high waters or when the water was turned off abruptly and wet riverbanks collapsed into the bottom of the river.

In 2018 the Guides led a charge at the State Capitol to secure \$5 Million in General Fund monies, working with Assemblymember James Gallagher's office. We also advocated and secured \$15 Million in funding in the language of Proposition 3, which unfortunately was not approved by the voters. However, the \$5 Million that we were able to secure has been the springboard for a 2 year process which has resulted in an analysis of the sediment issues, engineering studies, and the necessary permitting to begin removal of sediment, in targeted areas, between June 15 and August 15 2021.

The confluence was chosen as the number one priority because ESA listed species utilize both rivers in the system as well as being a focal point for all salmon and steelhead. The area at the confluence was historically 10-15ft deep, but currently has a large exposed island a couple acres in size at all times, including having filled in the mouth of the Yuba river and upstream on the Feather for nearly half a mile. In addition to the Feather River and Yuba River confluence, work is proposed to be done at two other locations including the Live Oak boat ramp (Feather), and the Star Bend boat ramp (Yuba). (Please see attached map for proposed removal sites.)

However, \$5 Million is clearly not enough to meet the anticipated needs to resolve all sediment issues in the Feather and Yuba rivers. To start with, the engineering and permitting process cost nearly \$1.5 Million. The remaining monies will only stretch so far. However, out of foresight, the engineering and permitting will actually allow for an expanded scope of work in these "hot spot" areas. As a result, this is the time to be proactive and try to secure additional funding. We recognize that funding is tight across the Board, but the responsible thing to do is to start making a dent in the Feather river sediment, helping with the cleanup from the Oroville crisis and generations of neglect. There is funding in Prop 68 that could be used for this purpose either under the Voluntary Settlement pot of funding, or fish passage, river restoration or any number of other categories.

Thank you for your attention and response to this matter. We would like to discuss this at our upcoming meeting, or a separate meeting if you prefer. Please contact me at jstone@ncgasa.org or via cell phone at 530-923-9440 to schedule a meeting.

Sincerely,



James Stone
President
Northern California Guides and Sportsmen's Association

Cc: Congressman John Garamendi
Congressman Doug LaMalfa
Senator Jim Nielsen
Assemblyman James Gallagher
Chuck Bonham, Director, CDFW
Yuba Water Agency
State Water Contractors