October 3, 2013

Kara Heckert
Sonoma Resource Conservation District
201 Concourse Blvd, Suite B
Santa Rosa, CA 95403

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2012-0364-R3
Levee Maintenance Project in the Sonoma Creek and Petaluma River Watersheds

Dear Ms. Heckert:

Enclosed is the final Streambed Alteration Agreement ("Agreement") for the Levee Maintenance Project in the Sonoma Creek and Petaluma River Watersheds ("Project"). Before the Department may issue an Agreement, it must comply with the California Environmental Quality Act ("CEQA"). In this case, the Department, acting as a lead agency, determined your project is exempt from CEQA and filed a notice of exemption ("NOE") on October 3, 2013.

Under CEQA, filing a NOE starts a 35-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 35-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Adam McKannay, Environmental Scientist, at (707) 944-5534 or adam.mckannay@wildlife.ca.gov.

Sincerely,

Craig J. Weightman
Environmental Program Manager
Bay Delta Region

cc: Kara Heckert – kheckert@sotoyomercd.org
Lieutenant Jones
Warden Swaney
Warden Esquivel

Conserving California’s Wildlife Since 1870
STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2012-0364-R3
Petaluma River, Sonoma Creek, Tolay Creek, San Antonio Creek,
Rush Creek, Novato Creek and unnamed tributaries

SONOMA RESOURCE CONSERVATION DISTRICT
LEVEE MAINTENANCE PROJECT IN THE SONOMA CREEK AND PETALUMA
RIVER WATERSHEDS

This Streambed Alteration Agreement (Agreement) is entered into between the
California Department of Fish and Wildlife (CDFW) and Sonoma Resource
Conservation District (Permittee) as represented by Kara Heckert.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified
CDFW on October 12, 2012, that Permittee intends to complete the project described
herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project
could substantially adversely affect existing fish or wildlife resources and has included
measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and
conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the
Agreement

PROJECT LOCATION

The project is located at the Petaluma River, Sonoma Creek, Tolay Creek and San
Antonio Creek, Rush Creek and Novato Creek and unnamed tributaries to each of the
aforementioned streams, in the Counties of Sonoma and Marin, State of California;
locations of each parcel are found in Attachment B.
PROJECT DESCRIPTION

The project is limited to the routine maintenance of existing levees under the ownership of the 32 participating Sonoma Resource Conservation District (SRCD) landowners/members. Maintenance activities which both parties agree may be considered "routine" are listed on Attachment A and are hereby made a part of this 1602 Agreement. In brief summary, these activities will include dredging of up to four cubic yards (cy) of material per linear-foot of levee, not to exceed 10,000-cubic yards or 2,500-linear feet per parcel in one year, for placement onto existing levees. Dredging volumes should not exceed 150,000 cy in any given year. During the 5-year permit term, the SRCD shall oversee work performed by the 32 participating landowners under this Agreement. Mechanical dredging would be completed using long-reach excavators or drag lines working from the top of existing levees, and dredged material would be excavated on the outboard side of the levee at the extreme reach of the available equipment to avoid damage to the levee toe. Dredging will not occur within 10 feet of the toe of the levee. Dredged material would be placed on the levee crown and mechanically compressed. Routine maintenance is understood not to include any new work other than described in Attachment A.

This Agreement consists of the Agreement, Attachment A (list of routine activities and definitions), Attachment B (map of the sections of creeks, channels and parcel numbers) and Attachment C (Annual Notifications).

PROJECT IMPACTS

Existing fish or wildlife resources the project could potentially be substantially adversely affect if measures within this Agreement are not followed include:

- Steelhead trout (Federal Threatened)
- Chinook salmon (Federal Threatened)
- Green sturgeon (Federal Threatened)
- California clapper rail (Federal Endangered, California Fully Protected)
- California black rail (California Fully Protected)
- Salt marsh harvest mouse (SMHM) (Federal Threatened, California Fully Protected)
- Burrowing owl (California Species of Special Concern)

The adverse effects the project could have on the fish or wildlife resources identified above include:

- loss of natural bed or bank
- change in contour of bed, channel or bank
- change in channel cross-section (confinement or widening)
- loss of bank stability during construction
- loss or decline of aquatic species' habitat: migration corridors, spawning or rearing areas
- soil compaction or other disturbance to soil layer
- Increased turbidity
- loss or decline of riparian and/or emergent marsh habitat
- decline of vegetative diversity
- change to, or loss or decline of natural bed substrate
- direct take of fish and other aquatic species
- direct impacts from dredging on benthic organisms
- disruption to nesting birds and other wildlife
- direct take of terrestrial species
- disturbance from project activity
- increase of bank erosion during construction

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. CDFW agrees to provide the Permittee with 24 hour notice prior to entering the project site to verify compliance with the Agreement.

1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the
legal right to so traverse. In the absence of such right, any such provision is void.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

Routine Maintenance Notification Procedures

2.1 The Permittee shall submit separate written notification pursuant to Code Section 1602 (Form FG 2023 and FG 2024), together with the required fee prescribed in the CDFW SAA fee schedule, and otherwise follow the normal notification process prior to the commencement of work activities in all cases where:

2.1.1. The proposed work does not meet the criteria established for routine maintenance in Attachment A.

2.1.2. The nature of the proposed work is substantially modified from the work described in Attachment A of this RMA.

2.1.3. Work will occur at a location where the Department advises the Permittee that conditions affecting fish and wildlife resources on the site have substantially changed or such resources would be adversely affected by the proposed maintenance activity.

2.1.4. The proposed work would adversely impact a State of California (State) Species of Special Concern or State or federally listed rare, threatened, endangered or candidate species or its habitat.

2.2 The Permittee shall provide to the CDFW written notification of proposed routine maintenance activities by May 1 of each year and shall describe each by location, length and width of the impact area. Additional work may be submitted upon discovery using the conditions above. Refer to RMA Number 1600-2012-0364-3 in the notification. Each annual notification of proposed maintenance work shall be added to this RMA as Attachment C-year (C-2013, C-2014) by CDFW.

2.3 CDFW may review in the field any maintenance work submitted and or may require that additional conditions be applied to specific activities and amended into this RMA with the agreement of both parties.

2.4 CDFW personnel or its agents may inspect the work site at any time. A copy of this agreement must be provided to any contractor or subcontractor who works under this RMA. A copy of the RMA shall be kept on the work site during
operations. Operators and personnel who shall be supplied with the RMA would include all Field Supervisors for the area that work will take place and other, special personnel that might conduct work under this RMA.

Work Periods for Excavation of Borrow Pits

2.5 Location Specific Work Period. From Highway 37 upstream to Highway 121 or Lakeville Highway, participating landowners may dredge material from the main channels of Sonoma Creek, San Antonio Creek, Rush Creek and Novato Creek, Napa Slough, Second Napa Slough, Third Napa Slough and Hudeman Slough from June 1 to October 31.

2.6 Location Specific Work Period. From Highway 37 upstream to Highway 121 or Lakeville Highway, participating landowners may dredge material from non-main channels (i.e. secondary channel, sloughs, or creeks) from June 1 to November 30. These areas include areas such as Steamboat Slough, Railroad Slough, and Tolay Creek, as well as unnamed borrow areas that are subject to daily tidal influence and are adjacent to the main stream channel.

2.7 Location Specific Work Period. For the entire project area identified in Attachment B, if the proposed repair site contains no identified channel, maintenance may be performed at any time. SRCD shall submit a site and project description of these repairs locations to CDFW prior to implementation to determine if the project qualifies as a Project Activity per Attachment A.

2.8 Location Specific Work Period. Along the shoreline of Sonoma Creek, Tubbs Island, and San Pablo Bay from Highway 37 downstream to the mouth of Sonoma Creek, and extending to the southwestern extent of the levees along the shoreline of San Pablo Bay, dredging must be restricted to periods of low tide.

2.9 Work During Daylight Hours. To avoid impacts to California clapper rail, and salt marsh harvest mouse, dredging shall be limited to daytime only; work shall occur at least a 1/2 hour after sunrise and end a 1/2 hour before sunset.

2.10 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis by the CDFW representative who reviewed the project. Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses.
due to cool weather. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. CDFW will have seven (7) calendar days to review the proposed work period variance.

Wildlife Protection and Prevention

2.11 Listed species. The project site has been identified as an area that is potentially inhabited by species listed under the federal Endangered Species Act and/or the California Endangered Species Act, including Steelhead trout (Federal Threatened), Chinook salmon (Federal Threatened), Green sturgeon ((Federal Threatened), California clapper rail (Federal Endangered, California Fully Protected), California black rail (California Fully Protected) and salt marsh harvest mouse (Federal Threatened, California Fully Protected). This 1602 RMA does not allow for the relocation or take of any endangered species, species of special concern, candidate species or federally listed, threatened, or endangered species that are discovered in work sites covered by this RMA. If CDFW determines, or the Permittee finds there are threatened or endangered species on the work site the Permittee shall notify the CDFW, USFWS, USACOE, and/or National Marin Fisheries Service (NMFS) as appropriate. The Permittee shall immediately cease work at that location until CDFW deems that the concerns over special status species have been resolved.

2.12 Designated Biologist. At least thirty (30) days before initiating any biological survey work required in this Agreement, the Permittee shall submit to the CDFW in writing the name, qualifications, business address, and contact information for a Designated Biologist. Permittee shall obtain CDFW’s written confirmation of the Designated Biologist prior to the commencement of project activities in the stream. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local wildlife, specifically California clapper rail, California black rail, burrowing owl and salt marsh harvest mouse.

2.13 Vegetation with Bird Nests. Permittee shall not disturb trees, bushes or other vegetation that contain bird nests without prior consultation and approval of a CDFW representative.

2.14 Excavation at Toe of the Levee. No Excavation shall occur within 10 feet of the toe of the levee on the waterborne side of the levee.

2.15 No equipment in stream. No tracked or wheeled equipment shall be driven below the top of bank.
2.16 **Allow Wildlife To Leave Unharmed.** Permittee shall allow any wildlife encountered during the course of construction to leave the construction area unharmed. This authorization does not allow for the trapping, capture, or relocation of any state or federally listed species.

2.17 **Prohibition Against Use of Plastic Netting in Erosion Control Measures.** Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting.

**New Zealand Mudsnail Cleaning and Disinfection – Rush Creek and Novato Creek Watersheds**

2.18 **Invasive Species Management – Rush Creek and Novato Creek.** The Rush Creek and Novato Creek watersheds in Marin County have been identified as contaminated with New Zealand mudsnail, a highly invasive species. The Permittee and operators within the Rush Creek and Novato Creek watersheds shall implement cleaning/disinfection procedures on all equipment and gear that comes into contact with contaminated or potentially contaminated waterway, such as Rush Creek and Novato Creek. Cleaning/disinfection procedures can be found in the following reference document: DiVittorio, J., M. Grodowitz, and J. Snow, 2012. Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species. U.S. Department of the Interior, Bureau of Reclamation, Technical Memorandum No. 86-68220-07-05. This document can be downloaded and or viewed on the CDFW website at: [http://www.dfg.ca.gov/invasives/quaggamussel/](http://www.dfg.ca.gov/invasives/quaggamussel/).

**California Clapper Rail and California Black Rail Avoidance Measures**

2.19 **Rail Surveys.** If construction will occur between February 1st and August 31st within the work areas outlined with red crosshatch in Map 1 (Attachment B), the site shall first be surveyed by the Designated Biologist to determine if California clapper rails and California black rails are present within 700 feet of the project area. If the construction site is left unattended for more than two weeks during the breeding season, another survey will be completed to determine if the California clapper rail and California black rails have moved back into the area and are occupying active nests. If active nests or behavior indicative of nesting are encountered, those areas plus a 700-foot buffer will be avoided until the area had been vacated by California clapper rails and California black rail. The results of the survey shall be faxed to (707) 944-5563 or emailed to adam.mckannay@wildlife.ca.gov. Refer to Notification Number 1600-2012-0364-R3 when submitting the survey to CDFW.
Burrowing Owl Protective and Prevention Measures

2.20 **Burrowing Owl Habitat Assessment.** If construction will occur between February 1st and August 31st, a Designated Biologist shall inspect all burrows within 250 feet of the project site that exhibit typical characteristics of owl activity (see Attachment A, Burrowing owl habitat, burrow surrogates) no sooner than fifteen (15) days prior to any site preparation activities. If it is evident that the burrows are actively being used, Permittee shall not work within 250 feet of active burrows until no sign is present that the burrows are being used by adults or juvenile owls. Additional information on identification of burrowing owl habitat can be found in the CDFW publication *Staff Report on Burrowing Owl Mitigation (Staff Report)*, which is available at http://dfg.ca.gov/wildlife/nongame/docs/BUOWStaffReport.pdf.

Salt Marsh Harvest Mouse Education and Reporting

2.21 **Salt Marsh Harvest Mouse – On Site Education Program.** During the annual site visit, CDFW staff will provide an educational presentation for the Landowner or a Designated Agent. The presentation from CDFW will include a discussion of the biology and general behavior of the Salt Marsh Harvest Mouse (SMHM), information about the distribution and habitat needs of the SMHM, sensitivity of the SMHM to human activities, its status under Fish and Game Code including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this Agreement. Permittee shall provide interpretation services for non-English speaking landowners. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for landowners to distribute to workers to carry on-site. Upon completion of the program, landowners shall sign a form stating they attended the program and understand all protection measures. These forms shall be submitted annually with the Annual Notification (Attachment C) and be made available to CDFW at other times upon request. Prior to beginning project activities, project personnel shall receive training from the Landowner or a Designated Agent regarding legal responsibilities and precautionary measures working in a sensitive habitat area.

2.22 **Salt Marsh Harvest Mouse - Entrapped Animal.** If an entrapped mouse of any species is found by any crew member, the Landowner or Designated Biologist will be informed immediately. If mice are present where project activities may result in injury to them, project activities shall be suspended until the individuals have moved to a safe location on their own. CDFW will be immediately informed if any mice are found.

2.23 **Salt Marsh Harvest Mouse – Mortality.** If the Permittee, Landowner, contractors or agents kills or injures a mouse, black rail or California clapper rail, or finds any such animal dead or injured, project activities in the habitat area shall
immediately cease and CDFW and Service shall be notified within 30 minutes of the discovery.

2.24 **Salt Marsh Harvest Mouse – Mortality.** Any dead or injured animal shall be turned over to the CDFW, the Service or its agent.

**Salt Marsh Harvest Mouse Avoidance Procedures**
The goal of CDFW and the Permittee is to avoid impacts to SMHM by excluding SMHM from the borrow sites. Avoidance can be accomplished by removing the SMHM habitat from the site to assure that no SMHM are present in the area. In order to meet the goal of avoiding SMHM, **one or more of the following procedures (measures 2.25 – 2.29)** shall be used to exclude SMHM from the levee borrow site and to avoid the loss of individual SMHM. These procedures may be altered at any time by mutual agreement between CDFW and the Permittee based upon new species distribution information, discovery of new exclusion techniques, or further site specific analysis:

2.25 **Salt Marsh Harvest Mouse - Vegetation Removal by Hand Tools.** Permittee shall first remove the pickleweed/salt marsh vegetation from borrow sites with powered and non-powered hand tools (i.e. shovel, trowel, hoe, rake, hedger, weed trimmers, push lawnmower, wheel barrow, hand cart, sled, etc) to cause SMHM to relocate from the borrow site. Vegetation removal shall occur only under the supervision of the Landowner or a Designated Agent who has attended the SMHM – Education Program. The Landowner or Designated Agent shall stop work if a mouse of any species, California Clapper Rail, California Black Rail, or any other special status species are found during vegetation removal. If a mouse of any species is observed within the areas being cleared of vegetation, CDFW shall be notified. Unless otherwise approved by CDFW, the mouse shall be allowed to leave on its own volition. Vegetation removal may begin when no mice are observed, or with CDFW approval. The following vegetation removal procedures shall be applied during all vegetation removal activities; the Landowner or a Designated Agent shall walk through and inspect vegetation prior to vegetation removal and search for signs of harvest mice or other sensitive wildlife and plants; immediately following vegetation inspection, personnel, under the supervision of the Landowner or a Designated Agent, will manually remove vegetation with powered and non-powered hand tools. This shall also start in the center of the borrow area and continue toward the two sides away from the open water areas to cause any SMHM to disperse towards areas of continuous plant cover outside the construction zone. The Permittee shall remove all pickleweed/salt marsh vegetation within the designated borrow areas as shown in the Annual Notification and as directed by the Landowner or a Designated Agent; pickleweed/salt marsh vegetation shall be cut and removed so that bare ground is completely visible to the satisfaction of the Landowner or a Designated Agent. Cut stems may be left standing if the ground is still completely visible through them.
2.26 **Salt Marsh Harvest Mouse - Vegetation Removal by Mechanized Equipment During High Tide Inundation.** When borrow sites with salt marsh vegetation are submerged immediately before, during, and after a high tide event, vegetation may be removed from the borrow site with mechanized equipment (e.g. long-reach excavator) during the time period when the marsh vegetation is submerged. CDFW recommends that vegetation be quickly removed from the surface of the borrow site during this time frame. Once an area is denude of vegetation, it may be used as a borrow site during low tide without additional exclusion methods. In order to provide protection to salmonid species which may utilize submerged tidal marsh habitat, Permittee shall coordinate with NMFS and CDFW to determine where this measure may be utilized by organizing a joint site visit or providing documentation of habitat conditions at specific borrow sites. NMFS and CDFW may provide additional guidance on how this measure will be implemented.

2.27 **Salt Marsh Harvest Mouse – Limited Vegetative Cover and Habitat.** CDFW recognizes that in some instances salt marsh vegetation indicative of SMHM habitat may be sparse and of insufficient density to harbor SMHM. An example of when this condition is expected to occur is when salt marsh vegetation provides less than 20 percent coverage of the bare ground or when a previously excavated borrow pit has not regrown vegetative cover and can be reused, for example, by using a deeper excavation. When conditions similar to this are present in a borrow area and the Permittee elects to utilize this measures, the Permittee shall submit photo documentation of the onsite vegetative conditions to CDFW at least thirty (30) days prior to beginning to proposed work. CDFW will review the request within thirty (30) calendar days and determine if an onsite meeting is necessary. During the first year of this agreement (2013), CDFW shall provide an expedited review of these project sites; the Permittee shall provide CDFW the above referenced site documentation at least fourteen (14) days prior to beginning the proposed work, CDFW will have fourteen (14) days to meet and verify site conditions. The purpose of this meeting will be to allow CDFW staff to verify that insufficient habitat conditions exist at the site and document the area of insufficient habitat. CDFW will concur or deny the presence of insufficient habitat in writing and the reasoning behind the decision. CDFW’s finding will remain valid for at least 60-calender days from the letters date and will not transfer to the following calendar year. CDFW may increase the length of time this finding is valid based on site specific information. The Permittee shall not proceed with work under this measure without written approval of CDFW.

2.28 **Salt Marsh Harvest Mouse – Mutually Agreeable Alternatives.** If alternative SMHM exclusion measures are proposed by either CDFW or the Permittee during the term of this Agreement, the two parties may mutually agree to evaluate and implement the alternatives. Proposed alternatives shall be able to demonstrate that they are able to meet the goal of avoiding the loss of individual SMHM.
2.29 **Salt Marsh Harvest Mouse – No Avoidance Measures Required** - If the Permittee acquires borrow material from the wetted channel or from areas with no vegetation present, no SMHM avoidance measures shall be required for the excavation and placement of that material.

**Vegetation Protection and Prevention**

2.30 **Minimize Vegetation Disturbance**. Disturbance or removal of vegetation in natural channels shall not exceed the minimum necessary to complete maintenance activities. Precautions shall be taken to avoid other damage to vegetation by people or equipment. Branches and/or limbs overhanging the channel and impacting water flows shall be properly pruned. Trees may be removed from natural channels if and only if they are below ordinary high water (OHW) and they are restricting the capacity of the channel and they are causing erosion or flooding. Any trees which must be cut are to be cut at ground level and the root mass left in place to maintain bank stability.

**Erosion and Sediment Control**

2.31 **Disposal and Removal of Materials**. All removed vegetation and debris shall be moved outside the ordinary high-water mark prior to inundation by water. All removed vegetation and debris shall be disposed of according to State and local laws and ordinances.

2.32 **Clean-up**. All construction debris, exclusion fencing, and associated materials shall be removed from the work site immediately upon completion of this project.

**Equipment and Vehicles**

2.33 **Operating Equipment and Vehicle Leaks**. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

2.34 **Stationary Equipment Leaks**. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.35 **Clean Up Equipment**. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of work within the stream zone.
2.36 **Equipment Storage.** Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located outside of the stream channel and banks.

2.37 **Stockpiled Materials.** Building materials and/or construction equipment shall not be stockpiled or stored where they may be washed into the water or cover aquatic or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.

**Debris Materials and Waste**

2.38 **No Dumping.** Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream.

2.39 **Pick Up Debris.** Permittee shall pick up all debris and waste daily.

2.40 **Wash water.** Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

**Toxic and Hazardous Materials**

2.41 **Toxic Materials.** Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream or its tributaries shall be contained in water tight containers or removed from the project site.

2.42 **Hazardous Substances.** Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter the stream by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.

2.43 **Hazardous Materials.** Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.
Spills and Emergencies

2.44 Spill Cleanup. Permittee shall begin the cleanup of all spills immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures. The Permittee shall have all spill clean-up equipment on site during construction.

2.45 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean up activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Annual Reports. The Permittee shall provide CDFW written notification of maintenance Projects completed annually. Annual reports shall include the Project identification (stream/watercourse name), a brief Project description, vegetation removal and mitigation, and the appropriate fee determined from the CDFW Streambed Alteration Agreement Fee Schedule for work completed under the RMA based upon the number of Projects completed in the reporting period. Reports are due within forty five (45) days of the annual due date (March 15). CDFW may terminate this agreement if late reports and fees are not submitted within thirty (30) days of a written request from CDFW.

3.2 Clapper Rail and Burrowing Owl Surveys. If nesting California Clapper rail surveys or Burrowing owl surveys are performed, these surveys shall be submitted along with the Annual Reports by March 15.

3.3 California Natural Diversity Data Base. If any sensitive plant or wildlife species are observed during Project surveys or during Project implementation, the Permittee or qualified biologist shall submit California Natural Diversity Data Base (CNDDB) forms to the CNDDB for all species occurrence data within five (5) working days of the sightings, and provide CDFW Region 3 with copies of the CNDDB forms and survey maps. Refer to http://www.dfg.ca.gov/biogeodata/cnddb/ for additional information on CNDDB.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S.
mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Kara Heckert
Sonoma Resource Conservation District
201 Concourse Boulevard, Suite B
Santa Rosa, CA 95402
Phone (707) 569-1448
kheckert@sonomarcd.org

To CDFW:

Department of Fish and Wildlife
Bay Delta Region
7329 Silverado Trail
Napa, California 94558
Attn: Lake and Streambed Alteration Program – Adam McKannay
Notification #1600-2012-0364-R3
Phone (707) 944-5534
Fax (707) 944-5553
Adam.McKannay@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the
Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW “Request to Amend Lake or Streambed Alteration” form and include with the completed form payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).
TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW “Request to Amend Lake or Streambed Alteration” form and include with the completed form payment of the minor amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement’s term. To request an extension, Permittee shall submit to CDFW a completed CDFW “Request to Extend Lake or Streambed Alteration” form and include with the completed form payment of the extension fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW’s signature, which shall be: 1) after Permittee’s signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2017, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.
ATTACHMENTS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

1. Attachment A - Definition of Terms and Covered Activities
2. Attachment B - Landowner Parcel Map with Sections of Creeks and Channels
3. Attachment C - Annual Notifications

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.
CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR SONOMA RESOURCE CONSERVATION DISTRICT

[Signature]
Kara Heckert
Executive Director

10/2/2013

FOR DEPARTMENT OF FISH AND WILDLIFE

[Signature]
Craig J. Weightman
Environmental Program Manager

10/3/13

Prepared by: Adam McKannay
Environmental Scientist

Date Prepared: October 12, 2012
Date Revised: October 17, 2012
Date Revised: October 26, 2012 3:30 PM
Date Revised: October 26, 2012 5:00 PM
Date Revised: September 17, 2013
Date Revised: September 20, 2013
Date Revised: September 24, 2013
Date Revised: October 1, 2013
ATTACHMENT A
DEFINITION OF TERMS AND AUTHORIZED ACTIVITIES

Definition of terms – as used herein and for purposes of the Agreement

A. **Project:** Each activity per Parcel and identified channel shall be construed as one Project for fee purposes. A Project does not include minor debris removal such as removing a shopping cart or a bag of garbage.

B. **Parcel:** As identified on the Levee Maintenance Vicinity Map, prepared by the Sonoma Resource Conservation District, dated August 23, 2012 (Attachment B).

C. **Levee:** An earthen embankment, floodwall, or structure along a water course whose purpose is flood risk reduction or water conveyance.

D. **Main Channels:** The main channels of the Petaluma River; Sonoma Creek, San Antonio Creek, Rush Creek and Novato Creek, Napa Slough, Second Napa Slough, Third Napa Slough and Hudeman Slough.

E. **Non-main Channels:** Secondary channels, sloughs, or creeks that are subject to daily tidal influence such as Steamboat Slough, Railroad Slough, and Tolay Creek, as well as unnamed borrow areas.

F. **Emergency Project:** is defined in the State Fish and Game Code 1600.

G. **SAA:** Lake or Streambed Alteration Agreement

H. **RMA:** Routine Maintenance Agreement.

I. **Burrowing owl habitat:** generally includes, but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey.

J. **Burrow surrogates:** include culverts, piles of concrete rubble, piles of soil, burrows created along soft banks of ditches and canals, pipes, and similar structures.

K. **Biologist:** a person who has a combination of academic training and professional experience in the biological sciences. A permitted biologist is an individual who is authorized by the appropriate agencies (such as USFWS) to handle listed species.
Authorized Activities:

Levee Maintenance and Repair: repair, replacement in kind, or maintenance of existing levees using dredged materials so long as the waterborne levee width is not increased and the existing waterborne levee contour is maintained. This does not include the use of riprap or rock slope protection (RSP).

Dredging: dredging of up to four cubic yards (cy) of material per linear-foot of levee, not to exceed 10,000-cubic yards or 2,500-linear feet per parcel per identified channel in one year, for placement onto existing levees, using mechanical dredging methods including long-reach excavators or drag lines working from the top of existing levees. This does not include the use of a suction dredge. Dredging volumes should not exceed 150,000 cy in any given year.

Exempt Activities

The following routine maintenance activity is not subject to the provisions of Section 1600 of the State Department of Fish and Game Code if performed within the parameters stated below:

Trash and Debris. Trash and debris (baby diapers, shopping carts, car bodies, metal, wood, plastic, etc) not embedded in the Channel bed or bank may be removed. This does not include removal of silt which is not exempt. Materials embedded in the bottom of the Channel are subject to the provisions of Section 1600.
ATTACHMENT B
LANDOWNER PARCEL MAP WITH SECTIONS OF CREEKS AND CHANNELS
### Sonoma County Landowner ID and APN

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Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

1. APPLICANT PROPOSING PROJECT

<table>
<thead>
<tr>
<th>Name</th>
<th>Southern Sonoma County Resource Conservation District (RCD)</th>
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<tr>
<td>Business/Agency</td>
<td>1301 Redwood Way, Suite 170</td>
</tr>
<tr>
<td>Street Address</td>
<td>Petaluma, CA 94954</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>(707) 794-1242</td>
</tr>
<tr>
<td>Telephone</td>
<td><a href="mailto:info@sscrccd.org">info@sscrccd.org</a></td>
</tr>
<tr>
<td>Fax</td>
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2. CONTACT PERSON (Complete only if different from applicant)

<table>
<thead>
<tr>
<th>Name</th>
<th>Kara Heckert</th>
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<td>City, State, Zip</td>
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<td>(707) 794-7902</td>
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<td>Email</td>
<td><a href="mailto:kheckert@sotoyomercd.org">kheckert@sotoyomercd.org</a></td>
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3. PROPERTY OWNER (Complete only if different from applicant)

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4. PROJECT NAME AND AGREEMENT TERM

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<td>Ending (year)</td>
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NOTIFICATION OF LAKE OR STREAMBED ALTERATION

5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, or E is checked, complete the specified attachment.

A. □ Standard (Most construction projects, excluding the categories listed below)  
   Mine I.D. Number: ____________________________

B. □ Gravel/Sand/Rock Extraction (Attachment A)  
   Mine I.D. Number: ____________________________

C. □ Timber Harvesting (Attachment B)  
   THP Number: ____________________________

D. □ Water Diversion/Extraction/Impoundment (Attachment C)  
   SWRCB Number: ____________________________

E. ☑ Routine Maintenance (Attachment D)

F. □ DFG Fisheries Restoration Grant Program (FRGP)  
   FRGP Contract Number: ____________________________

G. □ Master

H. □ Master Timber Harvesting

6. FEES

Please see the current fee schedule to determine the appropriate notification fee. Itemize each project’s estimated cost and corresponding fee.  
Note: The Department may not process this notification until the correct fee has been received.

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D. Base Fee (if applicable)

E. TOTAL FEE ENCLOSED $1,345.25

7. PRIOR NOTIFICATION OR ORDER

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?

☑ Yes (Provide the information below)  ☐ No

Applicant: Sonoma Valley RCD  Notification Number: III-246-84  Date: 03/27/84

B. Is this notification being submitted in response to an order, notice, or other directive ("order") by a court or administrative agency (including the Department)?

☑ No  ☐ Yes (Enclose a copy of the order, notice, or other directive. If the directive is not in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)

☐ Continued on additional page(s)
8. PROJECT LOCATION

A. Address or description of project location.
   (Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)

The Project consists of a maximum of 32 landowners in the Sonoma Creek and Petaluma River Watersheds in Marin and Sonoma Counties. Please refer to attached vicinity map, landowner maps and list of APNs within project area.

B. River, stream, or lake affected by the project. Sonoma Creek and Petaluma River Watersheds

C. What water body is the river, stream, or lake tributary to? San Pablo Bay

D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts? Yes ☐ No ☑ Unknown

E. County Sonoma and Marin Counties

F. USGS 7.5 Minute Quad Map Name

G. Township

H. Range

I. Section

J. ¼ Section

K. Meridian (check one) Humboldt ☐ Mt. Diablo ☐ San Bernardino ☐

L. Assessor’s Parcel Number(s)

Please refer to supplemental information, 8A.

M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)

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### 9. PROJECT CATEGORY AND WORK TYPE

*Check each box that applies*

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<td>Boat ramp</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Bridge</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Channel clearing/vegetation management</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Culvert</td>
<td>☐</td>
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<tr>
<td>Debris basin</td>
<td>☐</td>
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<td>☐</td>
</tr>
<tr>
<td>Dam</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Diversion structure – weir or pump intake</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Filling of wetland, river, stream, or lake</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Geotechnical survey</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Habitat enhancement – revegetation/mitigation</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Levee</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Low water crossing</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Road/trail</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Sediment removal – pond, stream, or marina</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Storm drain outfall structure</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Temporary stream crossing</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Utility crossing: Horizontal Directional Drilling</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Jack/bore</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Open trench</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Other (specify):</strong></td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
10. PROJECT DESCRIPTION

A. Describe the project in detail. Photographs of the project location and immediate surrounding area should be included.
   - Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be placed, built, or completed in or near the stream, river, or lake.
   - Specify the type and volume of materials that will be used.
   - If water will be diverted or drafted, specify the purpose or use.

Enclose diagrams, drawings, plans, and/or maps that provide all of the following: site specific construction details; the dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; an overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, and where the equipment/machinery will enter and exit the project area.

The RCD is the sponsoring agency for permits required for the Levee Maintenance Project in Sonoma Creek and Petaluma River Watersheds to authorize thirty-two (32) participating landowners to complete maintenance and stabilization of existing levees. The goal of this Project is to complete ongoing repairs needed to protect properties from flooding and stabilizing levees. Proposed activities would occur discontinuously along tidal levees within the Petaluma River and Sonoma Creek Watersheds. Mechanical dredging would be conducted using long-reach excavators or drag lines working from the top of existing levees, and dredged material would be excavated on the outboard side of the levee at the extreme reach of the available equipment to avoid damage to the levee toe. Dredged material will be placed on the levee. Under the Army Corps of Engineers Regional General Permit (RGP 8), participating landowners may dredge up to four (4) cubic-yards of material per linear-foot of levee, not to exceed 10,000-cubic-yards or 2,500-linear-feet per parcel per year. However, based on historical maintenance, we anticipate less than 50,000 cubic yards total dredge volume over the term of the permit and an average of nine landowners completing maintenance each year.

| [ ] Continued on additional page(s) |

B. Specify the equipment and machinery that will be used to complete the project.

Long-reach excavators and/or drag lines

| [ ] Continued on additional page(s) |

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).  

Yes ☑  No (Skip to box 11)

D. Will the proposed project require work in the wetted portion of the channel?  

Yes (Enclose a plan to divert water around work site) ☑  No □
NOTIFICATION OF LAKE OR STREAMBED ALTERATION

11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Under the Army Corps of Engineers Regional General Permit RGP 6, participating landowners under this Project may dredge up to four (4) cubic-yards of material per linear-foot of levee, not to exceed 10,000-cubic-yards or 2,500-linear-feet per parcel per year. Per NMFS consultation, total dredging volumes should not exceed 150,000 cubic yards in any given year which totals about 1,190 cubic yards per parcel per year. We anticipate less than 50,000 cubic yards over the permit term.

☐ Continued on additional page(s)

B. Will the project affect any vegetation? ☑ Yes (Complete the tables below) ☐ No

<table>
<thead>
<tr>
<th>Vegetation Type</th>
<th>Temporary Impact</th>
<th>Permanent Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Linear feet:</td>
<td>Linear feet:</td>
</tr>
<tr>
<td></td>
<td>Total area:</td>
<td>Total area:</td>
</tr>
<tr>
<td></td>
<td>Linear feet:</td>
<td>Linear feet:</td>
</tr>
<tr>
<td></td>
<td>Total area:</td>
<td>Total area:</td>
</tr>
</tbody>
</table>

Tree Species | Number of Trees to be Removed | Trunk Diameter (range)

☐ Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

☑ Yes (List each species and/or describe the habitat below) ☐ No ☐ Unknown

Please see attached list of species.

☐ Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

Biological opinion from USFWS and informal consultation letter from NMFS.

☐ Continued on additional page(s)

E. Has a biological study been completed for the project site?

☐ Yes (Enclose the biological study) ☑ No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.

F. Has a hydrological study been completed for the project or project site?

☐ Yes (Enclose the hydrological study) ☑ No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.
12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Environmental work windows (mostly June-November) and other measures such as dredging thresholds have been developed to avoid and minimize potential impacts to the environment. Required water quality measures will include restricting the time of year activities can occur; no excavation will occur within 10 feet of the toe of the levee on the waterborne side of the levee; no discharge material will consist of unsuitable material (e.g. trash, debris, etc.) and material discharged must be free from toxic pollutants in toxic amounts.

☐ Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

Environmental work windows and other measures such as dredging thresholds have been developed to avoid and minimize potential impacts to the environment. In addition to the measures above, please refer to attached conditions in USFWS BO and informal consultation letter from NMFS.

☑ Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Mitigation for this project has been completed. Under an agreement approved by the Army Corps, the applicant, EPA, and USFWS, the applicant was required to mitigate for disturbance created by levee maintenance by the construction of 71 acres of wetland in association with the Tolay Creek Restoration Project located south of the Highway 121/37 intersection in Southern Sonoma County, California. All agencies agreed that the mitigation was to mitigate for levee maintenance activities in perpetuity. The mitigation acreage was derived by determining the maximum annual acreage of wetland disturbed by levee maintenance activity. This disturbed acreage was then multiplied by five, based on an assumption that the disturbed area would take five years to recover. This acreage yielded the required 71 acres of mitigation.

☐ Continued on additional page(s)

13. PERMITS

List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. ACOE RGP 6

☐ Applied ☐ Issued

B. SF RWQCB 401 Water Quality Certification-Waiver

☐ Applied ☑ Issued

C. BCDC Permit-Currently being amended

☐ Applied ☑ Issued

D. Unknown whether ☐ local, ☐ state, or ☐ federal permit is needed for the project. (Check each box that applies)

☑ Continued on additional page(s)
NOTIFICATION OF LAKE OR STREAMBED ALTERATION

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA), California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA)?

- [ ] Yes (Check the box for each CEQA, NEPA, CESA, and ESA document that has been prepared and enclose a copy of each)
- [x] No (Check the box for each CEQA, NEPA, CESA, and ESA document listed below that will be or is being prepared)

- [x] Notice of Exemption
- [ ] Mitigated Negative Declaration
- [ ] NEPA document (type): ____________
- [ ] Initial Study
- [ ] Environmental Impact Report
- [ ] CESA document (type): ____________
- [ ] Negative Declaration
- [ ] Notice of Determination (Enclose)
- [ ] ESA document (type): ____________
- [ ] THP/ NTMP
- [ ] Mitigation, Monitoring, Reporting Plan

B. State Clearinghouse Number (if applicable)

C. Has a CEQA lead agency been determined?

- [ ] Yes (Complete boxes D, E, and F)
- [x] No (Skip to box 14.G)

D. CEQA Lead Agency

E. Contact Person

F. Telephone Number

G. If the project described in this notification is part of a larger project or plan, briefly describe that larger project or plan.

N/A

- [ ] Continued on additional page(s)

H. Has an environmental filing fee (Fish and Game Code section 711.4) been paid?

- [x] Yes (Enclose proof of payment)
- [ ] No (Briefly explain below the reason a filing fee has not been paid)

Note: If a filing fee is required, the Department may not finalize a Lake or Streambed Alteration Agreement until the filing fee is paid.

15. SITE INSPECTION

Check one box only.

- [ ] In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.

- [x] I request the Department to first contact (insert name) ___________________ Kara Heckert ___________________

  at (insert telephone number) ___________________ (707) 794-1242 ___________________ to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.
NOTIFICATION OF LAKE OR STREAMBED ALTERATION

16. DIGITAL FORMAT

<table>
<thead>
<tr>
<th>Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Yes (Please enclose the information via digital media with the completed notification form)</td>
</tr>
<tr>
<td>□ No</td>
</tr>
</tbody>
</table>

17. SIGNATURE

I hereby certify that to the best of my knowledge, the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

Kara Heckert
Signature of Applicant or Applicant’s Authorized Representative

10/10/2012
Date

Kara Heckert
Print Name
STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Applicant Name: Southern Sonoma County RCD

Project Title: Levee Maintenance Project

ATTACHMENT D

Routine Maintenance

If the applicant is notifying the Department to obtain an agreement for routine maintenance activities, Section I must be completed and the information and documents described in Sections II and III must be submitted with the notification.

I. REGULARLY RE-OCCURRING MAINTENANCE ACTIVITIES

These are generally activities designed to maintain channel capacity. Check each box that applies:

☑ Sediment removal:
  □ In and around bridges, culverts, storm drain outlets, and/or water diversion inlets
  □ Stream channel bottom
  □ Pond or lake
  □ Marina basin
  □ Other: Dredging from adjacent channels and wetlands

□ Clearing trash and debris

□ Removing fallen trees

□ Removing dead (not dormant) trees and shrubs

☑ Vegetation:
  □ Limbing and/or trimming of branches and tree limbs
  □ Vegetation removal under high power lines
  □ Mowing levee slopes and stream banks
  □ Mowing within stream and floodway channels

☑ Removing emergent (e.g., bulrush and cattails) or other near water vegetation with:
  □ hand tools
  □ mechanical vegetation cutters and shredders

☑ heavy equipment (soil disturbance)

□ chemicals
☐ Removing vegetation from the **upper half** of the bank with:
  - ☐ hand tools
  - ☐ mechanical vegetation cutters or shredders
  - ☐ heavy equipment (soil disturbance)
  - ☐ chemicals

☐ Removing vegetation from the **lower half** of bank with:
  - ☐ hand tools
  - ☐ mechanical vegetation cutters or shredders
  - ☐ heavy equipment (soil disturbance)
  - ☐ chemicals

☑ Removing vegetation within the channel with:
  - ☐ hand tools
  - ☐ mechanical vegetation cutters and shredders
  - ☑ heavy equipment (soil disturbance)
  - ☐ chemicals

☐ Removing invasive, non-native plants with:
  - ☐ hand tools
  - ☐ mechanical vegetation cutters and shredders
  - ☐ heavy equipment (soil disturbance)
  - ☐ chemicals

☐ Other: ________________________________________________________________

☐ Debris and brush pile burning

☑ Burning levees

☑ Minor erosion repair:
  - ☑ Repair at existing erosion control sites
  - ☑ New erosion repair

☐ Revegetation with local, native plant species
□ Chemical application:
  □ Herbicides
  □ Rodenticides
  □ Insecticides

□ Minor bridge work:
  □ Reinforcing pilings
  □ Reinforcing aprons
  □ Bridge painting (access and falsework)

  Materials to be used for reinforcement: ________________________________.

□ Other: ________________________________.
□ Other: ________________________________.
□ Other: ________________________________.

II. MAP OR MAPBOOK

Maps must be of sufficient detail to assist in locating maintenance sites and should include the following:

A. The applicant's jurisdictional boundaries
B. All watercourses within the jurisdictional boundaries where maintenance will occur
C. A key to identify each watercourse and the maintenance activities and location (e.g., bridges, water control diversions, and large scale maintenance) of those activities that are likely to occur

III. SPECIAL STATUS SPECIES LOCATIONS

A drawing, diagram, or map that shows the applicant's jurisdictional boundaries and the locations within that area where special status species are known to exist.