



State of California – The Natural Resources Agency  
DEPARTMENT OF FISH AND GAME  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670-4599  
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[www.dfg.ca.gov](http://www.dfg.ca.gov)

EDMUND G. BROWN, Jr. Governor  
JOHN McCAMMAN, Director



July 25, 2011

Solano County Water Agency  
Rich Marovich  
810 Vaca Valley Parkway, Agency Suite 203  
Vacaville, CA 95688  
[rmarovixh@swca2.com](mailto:rmarovixh@swca2.com)

Subject: Final Streambed Alteration Agreement  
Notification No. 1600-2011-0100 -R2  
Winters Putah Creek Nature Channel Restoration

Dear Mr. Marovich:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Winters Putah Creek Nature Channel Restoration (Project). Before the Department of Fish and Game (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a notice of determination (NOD) on the same date it signed the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration the lead agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 30-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 Sandra Jacks, Environmental Scientist at 916-358-2916 or [sjacks@dfg.ca.gov](mailto:sjacks@dfg.ca.gov).

Sincerely,

Kent Smith  
Regional Manager

ec: Sandra Jacks

CALIFORNIA DEPARTMENT OF FISH AND GAME  
NORTH CENTRAL REGION  
1701 NIMBUS ROAD, SUITE A  
RANCHO CORDOVA, CA 95670



**Streambed Alteration Agreement  
Notification No. 1600-2011-0100-R2**

Winters Putah Creek Nature Channel Restoration  
Putah Creek  
Winters

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and Solano County Water Agency (Permittee) as represented by Rich Marovich.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on May 20, 2011 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG 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 in Winters along Putah Creek at the Winters Putah Creek Nature Park, County of Yolo, State of California; Section 21 and 22 in Township 8 North, Range 1 East, "Winters" U.S. Geological Survey 7.5-minute quadrangle; Latitude 38°31'22.53"N, Longitude 121°57'47.25"W

**PROJECT DESCRIPTION**

The Winters Putah Creek Park Channel Realignment Project proposes to restore 6,000 linear feet of channel from approximately one thousand feet above the Winters Car Bridge and extending downstream to the Highway 505 over-crossing. The project will isolate the flow of Putah Creek from construction areas, clear and grub marked vegetation on existing terraces; grade terraces to functional floodplain elevation and fill in the existing channel to provide for a narrower meandering channel. The project will also create continuous floodplains in what is now open water and create trails to improve public access. Construction staging areas will be located on the south side of

the channel upstream of the Winters Car Bridge and at a five-acre borrow site located near the midpoint of the project.

The activities listed below are expected to occur within the stream zone of Putah Creek:

- Removal of approximately 150 trees on the floodplain because they fall within the project disturbance footprint
- Harvest and use of root wads for channel revetments and in-stream habitat features
- Harvest and use of existing boulder riprap for channel revetments and informal seating.
- Transplant native vegetation up to 4-inch in diameter
- Harvest and use of native vegetation cuttings
- Convert 8 acres of open water to 10 acres of open water and wetlands.
- Use onsite native soils for the redesign of the channel (the project will cut approximately 105,000 cubic yards and fill approximately 61,000 cubic yards)
- May include up to 5,000 linear feet of meandering longitudinal maintenance/pedestrian trails on the north and south sides of the creek (10,000 linear feet combined) surfaced with crushed rock adjacent to and within the riparian forest
- May include extensions and repairs to existing culverts
- May include placement of up to 20,000 cubic yards of washed gravel for aquatic habitat enhancement.

**For project specifics, work shall be completed as presented in the supporting information included in the "Notification" packet for this Agreement.**

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: Central Valley Chinook salmon ESUs (spring, winter, fall/late fall), Central Valley steelhead, northwestern pond turtle, burrowing owl, vernal pool fairy shrimp, Swainson's hawk, Valley elderberry longhorn beetle, Baker's naverretia, warm water fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

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; Soil compaction or other disturbance; Change in Turbidity; Increased sedimentation from adjacent construction; Short-term release (e.g. incidental from construction); Loss or decline of riparian habitat; Decline of vegetative diversity; Loss or decline of instream channel habitat; temporary Loss of or decline instream woody material; Direct impacts

from dredging on benthic organisms; construction pits and trenches that can capture terrestrial organisms; Disruption to nesting birds and other wildlife; Disturbance from project activity; Loss or impediment of terrestrial animal species travel routes due to temporary structures such as survey tape, sandbags, erosion protection materials etc.; Change in shading or insulation leading to vegetative change; Dewatering; Flow deflection; Change in fluvial geomorphology; Impediment to migration of aquatic and terrestrial species; and Direct (seasonal) loss of resources for aquatic organisms.

## **STREAM ZONE DEFINED**

All components of a stream, including the channel, bed, banks, and floodplains. The Stream Zone is the land, including vegetation, that bounds a lake or the channel of a stream and that defines the lateral extent of their waters.

## **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 DFG 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 DFG 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, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site to verify compliance with the Agreement.
- 1.5 Authorized Work. The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement.



Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.

- 1.6 Does Not Authorize "Take." This agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Operator shall consult with the Department as outlined in Fish and Game Code Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

## **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.

- 2.1 Work Period. Work shall be timed with the driest time within the channel. If water is present at the time of construction, water shall be diverted around the work area and work shall begin after the site is dry or devoid of flowing water. The time period for completing the work within the flowing or standing water of the watercourses shall be confined to the period of April 15 to the date when boards are pulled at the Los Rios Check Dam (not later than December 15). Work within the dry portion of the stream zone shall be timed with awareness of precipitation forecasts and likely increases in stream flow and river flood stages. Construction activities within the stream zone shall cease until all reasonable erosion control measures, have been implemented prior to all storm events. Construction equipment and material shall be removed from the floodplain if inundation is likely. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Work Period Extensions. At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have

ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.

- 2.3 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. **Except for the trees specifically identified for removal in the Notification**, no native trees with a trunk diameter at breast height (DBH) in excess of **four (4)** inches shall be removed or damaged without prior consultation and approval of a DFG representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.4 Tree Removal Timing: If construction or tree falling activities will occur during the breeding season (February 15 through September 15), a qualified wildlife biologist shall conduct two preconstruction surveys to ensure that no nests of migratory birds will be disturbed during construction. The first survey can occur as early as February 1, and the second should occur no more than one week prior to commencement of construction activities. The survey area shall include the construction zone, including all staging areas, and a 500 foot radius surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm any nesting raptors (birds of prey) or migratory birds.
- 2.5 Bird Nests. If an active nest is located within the proposed disturbance area, the wildlife biologist shall consult with DFG to establish a suitable buffer zone. If a raptor is located within 250 feet or migratory bird nest is located within the 100-feet of disturbance, and the disturbance must take place during the breeding season, a buffer zone shall be established by the biologist and confirmed by the appropriate resource agency (DFG and/or USFWS). The buffer area requirements will be 250 feet for any active raptor nest and 100 feet for any migratory bird nest or as defined by the DFG and/or USFWS. A qualified wildlife biologist shall monitor the nest to determine when the young have fledged and submit bi-weekly reports throughout the nesting season. The biological monitor shall have the authority to cease construction if there is any sign of distress to any raptor or migratory bird. Reference to this requirement and the Migratory Bird Treaty Act shall be included in the construction specifications.
- 2.6 Raptor Nests. If construction is to occur during the breeding season (March 1 – September 15), a pre-construction raptor nest survey shall be conducted within 30 days prior to the beginning of construction activities by a qualified biologist in order to identify active nests in the project site vicinity. The results of the survey shall be submitted to CDFG. If no active nests are found during the pre-construction survey, no further mitigation is required.

If active nests are found within a quarter-mile (1320 feet), an initial temporary nest disturbance buffer shall be established. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season (approximately March 1 and September 1), then an on-site

biologist/monitor experienced with raptor behavior shall be retained by the project proponent to monitor the nest, and shall along with the project proponent, consult with the DFG to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed to proceed within the temporary nest disturbance buffer if raptors are not exhibiting agitated behavior such as defensive flights at intruders, getting up from a brooding position, or flying off the nest. The designated on-site biologist/monitor shall be on-site daily while construction related activities are taking place and shall have the authority to stop work if raptors are exhibiting agitated behavior.

In consultation with the DFG and depending on the behavior of the raptors, over time it may be determined that the on-site biologist/monitor may no longer be necessary due to the raptors' acclimation to construction related activities.

- 2.7 **Sediment Control.** Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon DFG determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective DFG approved control devices are installed or abatement procedures are initiated.
- 2.8 **Pollution Control.** Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. 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 a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

### 3. Mitigation Measures

To mitigate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Site Restoration. All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored using locally native grass seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass seeds. Seeded areas shall be covered with broadcast straw and/or jute netted (monofilament erosion blankets are not authorized).

### 4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

### CONTACT INFORMATION

Any communication that Permittee or DFG 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 DFG specifies by written notice to the other. Refer to the project's Notification Number when submitting documents to DFG.

To Permittee:

Solano County Water Agency  
Rich Marovich  
810 Vaca Valley Parkway, Agency Suite 203  
[rmarovixh@swca2.com](mailto:rmarovixh@swca2.com)  
Office: 707-455-1107  
Cell: 530-902-1794



To DFG:

Department of Fish and Game  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Attn: Lake and Streambed Alteration Program – Sandra Jacks  
Notification #1600-2011-0100-R2  
Office: 916-358-2916  
[sjacks@dfg.ca.gov](mailto:sjacks@dfg.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 DFG'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**

DFG 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 DFG 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 DFG 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 DFG to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes DFG 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 DFG'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).

The Permittee shall notify DFG where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Permittee shall comply with the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.

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**

DFG may amend the Agreement at any time during its term if DFG 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 DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG'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 DFG 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 DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and

include with the completed form payment of the minor amendment fee identified in DFG'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 DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG 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 DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG 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](http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire five years from the date signed by DFG, 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.



## 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 DFG in accordance with FGC section 1602.

## CONCURRENCE

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

### FOR SOLANO COUNTY WATER AGENCY

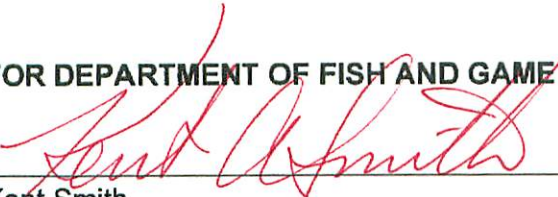


Rich Marovich

7-21-11

Date

### FOR DEPARTMENT OF FISH AND GAME



Kent Smith  
Regional Manager

7/25/11  
Date

Prepared by: Sandra Jacks  
Environmental Scientist