



State of California – Natural Resources Agency

DEPARTMENT OF FISH AND WILDLIFE

Bay Delta Region

2825 Cordelia Road, Suite 100

Fairfield, CA 94534

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GAVIN NEWSOM, Governor

CHARLTON H. BONHAM, Director



May 21, 2021

Nick Taratsas

DMB Associates

7600 Doubletree Ranch Road, Suite 300

Scottsdale, AZ 85258

Dear Mr. Taratsas:

Final Lake or Streambed Alteration Agreement, Notification No. 1600-2020-0263-R3, Un-Named Man-Made Lagoon by Sand Mound Slough; Delta Coves Dock Reconfiguration Project

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Delta Coves Dock Reconfiguration Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations 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 letter, please contact Andrea Boertien, Environmental Scientist at (209) 234-3449 or by email at Andrea.Boertien@wildlife.ca.gov.

Sincerely,

DocuSigned by:

Melissa Farinha

0D25EB6A0381473

Melissa Farinha, Acting Environmental Program Manager

ec: California Department of Fish and Wildlife
Andrea Boertien; Andrea.Boertien@wildlife.ca.gov

Glenn Lukos Associates

Chris Waterston; cwaterston@wetlandpermitting.com

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD, SUITE 100
FAIRFIELD, CA 94534



LAKE or STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2020-0263-R3
Un-Named Man-Made Lagoon by Sand Mound Slough

DMB ASSOCIATES
DELTA COVES DOCK RECONFIGURATION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and DMB Associates (Permittee) as represented by Nick Taratsas (designated representative).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW August 28, 2020 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code 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 an un-named man-made lagoon at the Delta Coves Residential Project on Bethel Island, connected to Sand Mound Slough, in the County of Contra Costa, State of California; Latitude 38.015739, Longitude -121.630263, U.S. Geological Survey (USGS) map Bouldin Island; Assessor's Parcel Numbers 031-260-012-5, 031-010-017-7, and 031-010-020-1. See Exhibit A (Project Location).

PROJECT DESCRIPTION

Project activities are limited to maintenance and replacement of existing docks. Additional boat slips will be constructed through dock replacement. Currently, 416 existing docks are located in a 141-acre man-made lagoon (see Exhibit B (Existing Dock Configuration)). There are 78 lots that do not contain individual homeowner docks because these lots are located on the inside "elbows" of home sites and there are space constraints that cannot accommodate T-shaped docks. Vandalism and natural wear and tear have resulted in docks floating within the lagoon or washing ashore. Therefore, this project will repair or demolish existing docks and construct new multi-slip docks.

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Repair/Demolition of Existing Docks

All 416 existing individual docks will be examined, cleaned, and repaired. Docks in poor condition will be removed to a legal dumpsite. If materials can be re-used or re-purposed (e.g. metal gangways), they will be stored on land. This will take place over the life of the permit and as portions of the residential development come under contract with home builders.

Construction of Multi-Slip Docks

The 78 existing T-shaped docks are designed for use by visitors and not permanent residents. Whereas the existing docks are T-shaped, the proposed docks will have fingers that extend perpendicularly from the dock in order to create multiple slips at each dock (see Exhibit C (New Dock Configuration)). The docks will be set into the water with a crane and bolted together. The maximum distance that docks will extend into the lagoon is 48 feet. To secure the docks, new 10-inch hollow epoxy-coated steel pilings will be driven into the lagoon with a vibratory driver, onto which the docks will be bolted. The vibratory driver will be operated from a crane from the shore or a barge, depending on access to the individual dock. The total number of piles for all multi-slip docks is approximately 245.

Addition of Shade Canopies and Center-Mount Boat Lifts

Up to two (2) shade canopies may be added to each dock. The canopies will be removable and may extend up to 15 feet over the water, beyond the dock. All attachment parts for the canopies will be located on the dock.

A maximum of two (2) center-mount boat lifts per dock will be attached to internal sides of the fingers/dock. This will allow for dry-storage of boating vessels. Boat lifts will only be lowered into the water while the vessel is going into or coming out of the water.

Equipment required for project construction are a backhoe, a barge-mounted crane, a crawler crane, vibratory driver, pile driving rig, a generator, a tandem roller, haul trucks, and a loader, as well as a clamshell excavator, long-arm excavator, or dragline excavator.

The project impact is 0.003 acre from installation of steel piles by vibratory driver. The difference between aquatic coverage of the existing T-docks and the proposed multi-slip docks is 0.55 acre. The total project impact is 0.553 acre.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Delta Smelt (*Hypomesus transpacificus*), Longfin Smelt (*Spirinchus thaleichthys*), Central Valley Spring-run Chinook Salmon (*Oncorhynchus tshawytscha*), Central Valley Fall and late Fall-run Chinook Salmon (*O. tshawytscha*), Sacramento River Winter-run Chinook Salmon (*O. tshawytscha*), Central Valley Steelhead (*Oncorhynchus mykiss*), Green Sturgeon (*Acipenser medirostris*), burrowing owl (*Athene cunicularia*), loggerhead shrike (*Lanius ludovicianus*), Swainson's hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), migratory birds, nesting birds, native fish, native amphibians, native reptiles and water quality.

The adverse effects the project could have on the fish or wildlife resources identified above without implementation of the Measures to Protect Fish and Wildlife Resources specified below, include: permanent loss of lagoon bed, temporary change in turbidity due to increased sedimentation, short-term release of contaminants incidental to construction, creation of

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predatory fish habitat, hydroacoustic impacts to fish by pile driving, direct loss of aquatic species as a result of boating/fishing activities, and disturbance to nesting or foraging birds from project activity.

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. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement. Permittee shall provide the necessary safety equipment that is required for site entry upon request of CDFW personnel.
- 1.5 Notify CDFW of Project Modifications. All work shall be done according to the Notification and supporting materials received by CDFW, unless otherwise noted in this Agreement. The Permittee shall notify CDFW of any modifications made to the plans submitted to CDFW. Modifications to the project description may require an amendment to this Agreement, and the Permittee shall not implement the proposed changes until CDFW has responded to the submitted changes.
- 1.6 Access to Property Not Owned by the Permittee. This Agreement does not grant the Permittee authority to enter, use, or otherwise encroach upon the property rights of individuals or organizations not party to this Agreement. Permittee shall obtain written authorization from outside parties, in accordance with applicable laws, if access to property not owned by Permittee is necessary.
- 1.7 Unauthorized Take. The Permittee shall comply with all applicable State and federal laws, including the California and federal Endangered Species Acts. This Agreement does not authorize the take of any State or federally listed species. Take is defined as hunt, pursue, catch, capture, or kill or the attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with CDFW as outlined in the Fish and Game Code Section 2050 et seq. Liability for any take or

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incidental take of such species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of listed species may result in the prosecution and nullification of the Agreement.

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 Window. To minimize adverse impacts to fish and wildlife resources, project-related activities shall be limited from August 1 to November 30

If Permittee needs more time to complete the project, work may be permitted outside the work period and extended on a week-to-week basis by CDFW. Permittee shall submit a written request for a work period variance to Andrea Boertien at Andrea.Boertien@wildlife.ca.gov. 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, and limited access due to saturated soil conditions. Work period variances are issued at the discretion of CDFW. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. CDFW will have ten (10) calendar days to review the proposed work period variance and respond to the request.

- 2.2 Limitation to Daylight Hours. Project activities shall be limited to daylight hours for greater visibility of in-water debris removal, water quality assessment, fish detection, and marine mammal detection. Project activities shall be completed between 30 minutes after sunrise and 30 minutes prior to sunset unless otherwise approved in writing by CDFW. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Application Department for the geographic area (<https://www.esrl.noaa.gov/gmd/grad/solcalc/sunrise.html>).

- 2.3 Work Limit – Precipitation. Work on land or shore shall be restricted to periods of low rainfall (less than 1/10th of an inch per 24-hour period) and periods of dry weather (with less than a 30% chance of rain) to minimize bank disturbance and erosion. All erosion control measures shall be initiated prior to all storm events. Permittee shall monitor the National Weather Service (<http://www.nws.noaa.gov>) 72-hr forecast for the project site. No work shall occur during a dry-out period of 24 hours after the above-referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

- 2.4 Designated Biologist(s). At least 30 days before initiating ground- or vegetation-disturbing activities, the Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s). If the Designated Biologist conducting the environmental awareness training in Measure 2.8 (Education Program) below is different than the Designated Biologist overseeing the project activities and Qualified Biological Monitors (see Measure 2.5 (Qualified Biological Monitor(s))), their

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resume with the information listed above shall be submitted to CDFW as well. Permittee shall obtain CDFW's written approval of the Designated Biologist(s) prior to the commencement of project activities (see Reporting Measure 4.2 (Designated Biologist)).

The Designated Biologist(s) shall have a minimum of five (5) years of academic training and professional experience in the biology, natural history, and handling of local fish and wildlife resources listed in this Agreement. The Designated Biologist(s) must have a minimum of two (2) years' experience conducting surveys for special status species that may be present within the project area. The Designated Biologist shall oversee the Qualified Biological Monitor(s) who shall be responsible for monitoring all project activities to help avoid impacts to fish and wildlife resources and to minimize disturbance of their habitat. The Designated Biologist(s) shall be on-site or within immediate contact with the Biological Monitor(s) using telephone and video when they are on-site.

- 2.5 Qualified Biological Monitor(s). A Qualified Biological Monitor is one that is educated, has obtained a degree within the biological sciences, and is knowledgeable and experienced in the biology, natural history, and handling of the species covered by this Agreement. The Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for all Qualified Biological Monitors working on the project at least 15 days before any Qualified Biological monitor may work on the project, or perform pre-construction surveys, and as staffing changes occur. Qualified Biological Monitors shall be trained by the Designated Biologist(s) during the worker environmental awareness training in Measure 2.8 (Education Program).
- 2.6 Designated Biologist(s) and Qualified Biological Monitor(s) On-Site. The Designated Biologist shall be on-site during all initial ground disturbance activities, in-water pile removal and pile driving, and special status species relocation events. Qualified Biological Monitors shall be on-site including, but not limited to: pile removal; pile installation with vibratory drivers and; during placement of erosion control devices.
- 2.7 Stop Work Authority. The Designated Biologist(s) and Qualified Biological Monitor(s) shall have independent authority to stop work if harm to fish or wildlife may occur. The Designated Biologist(s) and the Qualified Biological Monitor(s) shall have the discretion to stop all work within an appropriate distance of the fish or wildlife to ensure it comes to no harm and is free to leave the area of its own accord. The appropriate distance shall be determined by the Designated Biologist(s) and/or Qualified Biological Monitor(s) as the time of discovery. The Designated Biologist(s) or Qualified Biological Monitor(s) shall identify the animal to species and include the record of detection in the daily monitoring log. The Permittee shall allow any fish or wildlife encountered during the course of project activities to leave the area unharmed. This authorization does not allow for the trapping, capture, or relocation of any species protected under the California Endangered Species Act (CESA).
- 2.8 Education Program. Permittee shall conduct a worker environmental awareness training for all persons employed or otherwise working on the project site prior to performing any work at the project site. The program shall consist of a presentation made by the Designated Biologist that includes a discussion of the biology of the species and habitats identified in this Agreement. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special

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status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers. Upon completion of the education program, employees shall sign a form stating that they attended the program and understand all protection measures. These forms shall be filed at the worksite and be available to CDFW upon request. The Permittee shall be responsible for ensuring compliance with all measures required by this Agreement.

Hazardous Materials

- 2.9 Hazardous Materials. Debris, bark, sawdust, rubbish, creosote-treated wood, oil or other petroleum products, concrete, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from project-related activities shall not contaminate the soil or enter any river, stream, or lake. Any such materials placed within or where they may enter a watercourse shall be removed immediately.
- 2.10 Spills of Materials Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into any river, stream, or lake, Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by e-mail at Andrea.Boertien@wildlife.ca.gov.

Permittee shall take all reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas, injured fish, and wildlife. If dead fish or wildlife are found in the affected area, Permittee shall collect carcasses and immediately deliver them to CDFW. Permittee shall meet with CDFW within ten (10) days of the reported spill in order to develop a resolution including: Site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Permittee shall be responsible for all spill clean-up, site remediation, and compensatory mitigation costs. Spill of materials to a river, stream, or lake that are deleterious to fish and wildlife are in violation of Fish and Game Code (FGC) Section 5650 et. seq. and are subject to civil penalties for each person responsible. CDFW reserves the right to refer the matter to the District Attorney's Office if a resolution cannot be agreed upon and achieved within a specified timeframe, generally six (6) months from the date of the incident.

Erosion Control

- 2.11 Erosion Control Best Management Practices. Erosion control BMPs shall be implemented for the project. All exposed soils within the work area shall be stabilized immediately following ground-disturbing activities, or prior to rain events to prevent erosion into the channel. Erosion control materials such as silt fences, straw wattles, gravel- or rock-lined ditches, water-check bars, and broadcasted straw shall be used. Erosion control measures shall be monitored during and after each storm event for effectiveness. Modifications, repairs, and improvements to erosion control measures shall be made as needed to protect water quality. At no time shall silt-laden runoff be allowed to enter the channel or directed to where it may enter the channel.
- 2.12 Monofilament Netting Restriction. To minimize the risk of ensnaring and strangling wildlife, Permittee shall not place erosion control materials containing synthetic (e.g. plastic or

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nylon) monofilament netting. Erosion control materials shall be made of loose-weave mesh such as jute, coconut (coir) fiber, or other projects without welded weaves.

Equipment and Staging

- 2.13 Equipment Storage and Staging. The number of access routes and the number and size of staging areas shall be limited to the minimum necessary. Access routes shall be via existing roads or levees. Land-based staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located above the top of bank. Stationary equipment (e.g. motors, pumps, generators, compressors, and welders) located adjacent to the water shall be positioned over drip pans. Any mobile equipment or vehicles driven and/or operated in proximity of the river shall be checked for leaks daily, and maintained, if necessary. Barges shall be lined with straw wattles or other appropriate materials to prevent hazardous materials from entering the water. When not in use, construction equipment shall be stored, refueled, and otherwise maintained in the construction staging areas. Construction equipment, fuels, lubricants, and solvents shall not be stockpiled or stored where they could be washed into a river, stream, or lake or where they will cover aquatic or riparian vegetation.
- 2.14 Vibratory Pile Driver. Pile driving shall be conducted using only a vibratory driver to avoid take by minimizing hydroacoustic impacts to fish species and marine mammals during construction.

Biological Resources

- 2.15 Allow Wildlife to Leave. If wildlife is discovered on the project site where construction is occurring, work in the vicinity of the animal shall be halted and it shall be allowed to leave of its own accord. If wildlife does not leave of its own accord, the Designated Biologist may relocate the wildlife outside of project activities, but as close to the project site as possible and within suitable habitat for the species. No CESA-listed wildlife is permitted to be relocated under this Agreement.
- 2.16 Marine Mammal Avoidance. Prior to the commencement of daily pile driving activities the Designated Biologist or Qualified Biological Monitor shall ensure that no marine mammals are within a 500-meter buffer around the project site. If marine mammals are found within the project site or buffer, no pile-driving activities shall commence until the animal has left of its own accord.
- 2.17 Open Pipes Restriction: All pipes, culverts, or similar structures that are stored vertically or horizontally on site for one or more overnight periods shall be securely capped on both ends prior to storage and thoroughly inspected for wildlife by a Qualified Biologist or Construction Monitor prior to utilization. All hollow pipes or posts installed as part of the project and exposed to the environment shall be capped, screened, or filled with material by Permittee prior to the end of the working day in which installation occurs.
- 2.18 Pre-Construction Nesting Surveys, Nesting Bird Assessment, and Avoidance. Prior to the initiation of construction, including ground-disturbing activities scheduled to occur between February 15 and September 15, the Designated Biologist shall conduct pre-construction surveys for nesting birds no more than seven (7) days prior to the initiation of work.

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Surveys shall be conducted throughout the project site, in staging and storage areas, and along transportation routes. The minimum survey radii surrounding the work area shall be the following: 1) 250 feet for passerines and 2) 1,000 feet for raptors such as buteos. Surveys shall also encompass all potential habitats (e.g., grasslands and tree cavities) within the project site. Surveys shall be conducted at the appropriate times of day, during appropriate nesting times, and shall concentrate on areas of suitable habitat. The Designated Biologist shall be familiar with the breeding behaviors and nest structures for birds known to nest in the project vicinity. Surveys shall be conducted during periods of peak activity (early morning, dusk) and shall be of sufficient duration to observe movement patterns. Survey results, including a description of timing, duration, and methods used, shall be submitted to CDFW for review 48 hours prior to the initiation of the project. See Reporting Measure 4.3 (Biological Pre-Construction Surveys). If a lapse of project activity of 14 days or longer occurs, the survey shall be repeated, and no work shall proceed until the results have been submitted to CDFW.

If nesting birds are found, then no work shall be initiated until species specific buffers have been established with written approval from CDFW. The buffer area(s) shall be fenced off from work activities and avoided until the young have fledged, as determined by the Designated Biologist. Active nests found inside the limits of species-specific buffer zones or nests within the vicinity of the project site showing signs of distress from project activity as determined by the Designated Biologist shall be monitored daily during the duration of the project for changes in bird behavior. Buffer areas of active nests within the vicinity of the project site showing signs of distress or disruptions to nesting behaviors from project activity, as determined by the Designated Biologist, shall have their buffers immediately adjusted (enlarged) by the Designated Biologist until no further interruptions to breeding behavior are detectable.

- 2.19 Active Nest Monitoring. If any active nests are identified, the Designated Biologist shall observe any identified active nests for a minimum of two hours prior to the start of any construction-related activities to establish a behavioral baseline of the adults and any nestlings. Once work commences, all active nests will be continuously monitored by the Designated Biologist to detect any signs of disturbance and behavioral changes as a result of the project. In addition to direct impacts, such as nest destruction, nesting birds might be affected by noise, vibration, odors and movement of workers or equipment. If signs of disturbance and behavioral changes are observed, the biologist shall cease work causing that change and shall enlarge the buffer area until signs of disturbance cease.
- 2.20 Preconstruction Surveys and Nest Buffers for Swainson's Hawk. CDFW recommends conducting project activities outside of the Swainson's hawk breeding season (March 20 to September 15). If project activities are to be conducted during the breeding season, surveys for Swainson's hawks and their nests shall be conducted by the Designated Biologist(s) prior to the beginning of project-related activities at each project site. Surveys shall be conducted in a manner consistent with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (<https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). Surveys shall cover a minimum of two survey periods with the minimum number of surveys prior to project initiation as follows:

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- January to March 20 - survey all day for raptor nests a minimum of one survey.
- March 20 to April 5 – survey from either sunrise to 1000 or 1600 to sunset with a minimum of three surveys.
- April 5 to April 20 – survey from either sunrise to 1200 or 1630 to sunset with a minimum of 3 surveys.

2.20.1 An alternative methodology may be approved by CDFW specific to each project location.

2.20.2 If a lapse in project-related work of 7 days or longer occurs at project site, then a focused all-day survey shall be performed, and the results shall be sent to CDFW prior to resuming work. Surveys shall be conducted in proposed work areas, staging and storage areas, and access routes. If any active Swainson's hawk nests are found within ½-mile of a project site, an avoidance buffer of ¼-mile in urban areas or a ½-mile buffer in non-urban areas shall be implemented from March 20 to September 15 unless otherwise approved in writing by CDFW.

2.21 Burrowing Owl Habitat Assessment. Prior to project construction, the Designated Biologist shall conduct a burrowing owl habitat assessment. If no potential habitat and/or burrowing owls are present, pre-construction surveys are not required. If suitable habitat and/or burrowing owls are identified, then pre-construction surveys as outlined in Measure 2.22 (Burrowing Owl Pre-Construction Surveys) are required. Suitable habitat includes areas with low vegetation, fossorial mammal burrows, or areas where burrowing owl sign such as feathers or whitewash are present.

2.22 Burrowing Owl Pre-Construction Surveys. The burrowing owl breeding season is typically February 1st to September 15th in the project area. Burrowing owl pre-construction surveys shall be conducted according to the methodology described in the March 7, 2012 *CDFW Staff Report on Burrowing Owl Mitigation* at <http://www.wildlife.ca.gov/Conservation/SurveyProtocols#377281284-birds>. Surveys shall be reported to CDFW (see Reporting Measure 4.3 (Biological Pre-Construction Surveys)). If pre-construction surveys locate occupied burrows, avoidance and minimization measures must be developed and approved by CDFW prior to the start of construction according to the 2012 *Staff Report on Burrowing Owl Mitigation*. If burrows become occupied during project activities or burrowing owl activity is discovered within 100 feet of the project activities, work must halt immediately and may not continue until CDFW has been consulted and approves an avoidance, minimization and mitigation plan.

3. Remediation, Compensatory, and Monitoring Measures

To compensate 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 Mitigation Requirement. The Permittee shall propose a compensatory mitigation plan for permanent impacts from pile installation and shading from multi-slip dock installation. Pile installation impacts are 0.003 acre and shading impacts are 0.55 acres of aquatic habitat.

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The Permittee shall mitigate for the permanent loss of habitat at a 0.5:1 ratio (one-half (1/2) acre of proposed habitat for each one (1) acre of impacted habitat) at a CDFW-approved mitigation or conservation bank or through another CDFW-approved mechanism. Therefore, the mitigation for permanent impacts shall total the functional equivalent of 0.28 acre of habitat for fisheries resources. The compensatory mitigation plan shall be submitted for CDFW review and approval prior to project construction and the compensatory mitigation identified in the compensatory mitigation plan shall be implemented prior to project construction.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification of Work Initiation and Completion. The Permittee shall notify CDFW via e-mail at the contact information below at least 48 hours prior to the initiation, and following completion, of work each season in which project activities occur.
- 4.2 Designated Biologist(s) and Qualified Biological Monitor(s). Thirty days prior to project initiation, Permittee shall submit to CDFW for approval the name, resumes, and contact information of the Designated Biologist and Biological Monitors who will monitor the project activities. Thereafter, the names, resumes, and contact information of new workers to the project shall be provided before they start work on the project site.
- 4.3 Biological Pre-Construction Surveys. The results of all biological surveys shall be submitted to CDFW within five (5) business days of each survey and prior to commencement of work. Permittee is encouraged to combine survey results for multiple species into a single document.
- 4.4 Special Status Species Documentation. If any special status species are observed during project monitoring, the Permittee shall immediately contact CDFW. Permittee shall also submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB for all survey data within 15 working days of the sightings and provide CDFW with copies of the CNDDDB forms and survey maps. See <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.
- 4.5 Final Construction Report. A final construction report shall be submitted to CDFW within 30 calendar days of the date of completion of all construction activity. This report shall detail dates construction occurred, pertinent information concerning the success of the project in meeting avoidance and minimization measures, mitigation measures, conservation measures, detailed summaries of any deceased wildlife discovered at the site, and/or any detailed summaries required in the measures of this Agreement. An explanation of failure to meet such measures as specified in this Agreement shall also be included, if applicable.

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 or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

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To Permittee:

Nick Taratsas
DMB Associates
7600 E Doubletree Ranch Road, Suite 300
Scottsdale, AZ 85258

CC:

Chris Waterston
Glenn Lukos Associates
1940 E Deere Avenue, Suite 250
Santa Ana, CA 92705

To CDFW:

California Department of Fish and Wildlife
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Attn: Lake and Streambed Alteration Program – Andrea Boertien
Notification #1600-2020-0263-R3
E-mail: Andrea.Boertien@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

Notification #1600-2020-0263-R3
Streambed Alteration Agreement
Date: May12, 2021
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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 complying with, or 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. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

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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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (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 Fish and Game Code section 1605, subdivisions (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)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

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 Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on **December 31, 2025** 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

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Exhibit A: Project Location. *Delta Coves Dock Replacement and Maintenance Regional and Vicinity Maps*; prepared by Glenn Lukos Associates; as submitted by Christopher Waterston on August 28, 2020.

Exhibit B: Existing Dock Configuration. *Delta Coves Dock Replacement and Maintenance Original Project Site*; prepared by Glenn Lukos Associates; as submitted by Christopher Waterston on August 28, 2020.

Exhibit C: New Dock Configuration. *Proposed Project Dock Reconfiguration with Multi-Slip Docks and Delta Coves Dock Replacement and Maintenance Aerial Proposed Project Dock Reconfiguration with Multi-Slip Docks*; prepared by Glenn Lukos Associates; as submitted by Christopher Waterston on August 28, 2020.

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 Fish and Game Code section 1602.

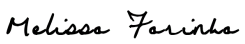
CONCURRENCE

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

FOR DMB ASSOCIATES

<p>DocuSigned by:</p>  <hr/> <p><small>45DD8E559DEF4B3...</small> Nick Taratsas Vice-President</p>	<p>5/12/2021</p> <hr/> <p>Date</p>
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FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

<p>DocuSigned by:</p>  <hr/> <p><small>0D25EB6A03817473...</small> Melissa Farinha Acting Environmental Program Manager</p>	<p>5/21/2021</p> <hr/> <p>Date</p>
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Prepared by: Andrea Boertien
Title: May 12, 2021



FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
8-28-2020	\$ 5,430.50	\$		1600-2020-0263-R3
Assigned to:		Andrea Boertien / Lt. C. Garrett		

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the instructions and submit ALL required enclosures, attachments, and fee(s) to the CDFW regional office that serves the area where the project will occur. Attach additional pages to notification, if necessary.

1. APPLICANT PROPOSING PROJECT

Name	Nick Taratsas
Business/Agency	DMB Associates Fish & Wildlife
Mailing Address	7600 E Doubletree Ranch Road, Suite 300 SEP 3 2020
City, State, Zip	Scottsdale, Arizona 85258
Phone Number	(480) 367-7314 Fairfield
Email	XXXXXXXXXXXXXXX

2. CONTACT PERSON *(Complete only if different from applicant.)*

Name	Chris Waterston
Business/Agency	Glenn Lukos Associates
Mailing Address	1940 E. Deere Avenue, Suite 250
City, State, Zip	Santa Ana, California 92705
Phone Number	(949) 987-0404 ex. 17
Email	cwaterston@wetlandpermitting.com

While an applicant is legally responsible for complying with Fish and Game Code section 1602 et seq., an applicant may designate and authorize an agent (e.g., lawyer, consultant, or other individual) to act as a Designated Representative. The Designated Representative is authorized to sign the notification and any agreement on behalf of the Applicant.

Do you authorize the Contact Person above to represent you as your Authorized Designated Representative?

Yes, I authorize. No, I do not authorize.

3. PROPERTY OWNER *(Complete only if different from applicant)*

Name	
Mailing Address	
City, State, Zip	
Phone Number	
Email	



4. PROJECT NAME AND AGREEMENT TERM

A. Project Name		Delta Coves Dock Reconfiguration Project	
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)	
C. Project Term		Beginning (year)	Ending (year)
		2020	2025
D. Seasonal Work Period			
Season(s)*	Start Date (month/day)	End Date (month/day)	E. Number of Work Days
1	11/01	10/30	1825
2			
3			
4			
5			

* Continue on additional page(s) if necessary

5. AGREEMENT TYPE

Check the applicable box. If boxes B – F are checked, complete the <u>specified attachment</u> .	
A.	<input checked="" type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B) THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)
F.	<input type="checkbox"/> Cannabis Cultivation (Attachment E)
G.	<input type="checkbox"/> CDFW Grant Programs Agreement Number: _____
H.	<input type="checkbox"/> Master
I.	<input type="checkbox"/> Master Timber Operations



6. FEES

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. *Note: CDFW may not process this notification until the correct fee has been received.*

A. Project Name		B. Project Cost	C. Project Fee
1	Delta Coves Dock Reconfiguration Project	\$350,000	\$5,430.50
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	
		E. TOTAL FEE*	\$5,430.50

* Check, money order, and Visa or MasterCard (select Environmental Fees from Menu) payments are accepted.

7. PRIOR NOTIFICATION AND ORDERS

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

Yes (Provide the information below) No

Applicant	Notification Number	Date

B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by CDFW?

Yes No (Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify CDFW verbally rather than in writing, identify the person who directed the applicant to submit this notification, the agency he or she represents, and describe the circumstances relating to the order.)

Name of person who directed notification	Agency

Describe circumstances relating to order

Continued on additional page(s)



8. PROJECT LOCATION

A. Address or description of project location. <i>(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.)</i>				
44 Seaward Court Bethel Island, CA 94511 The Project site is generally located at latitude 38.015739 and longitude -121.630263 (center reading) on Bethel Island, Contra Costa County, California. The Project site is generally bounded by Windsweep Road to the east, Stone Road to the south, Bethel Island Road to the west, and Gateway Road further to the north. From CA-4E, take Laurel Road exit and head east. Turn left on Main Street, right on Cypress Road, left on Bethel Island Road, right on Sandy Lane, and right on Delta Coves Drive. Proceed to the terminus of Delta Coves Drive. See attached Regional and Vicinity Maps (Exhibits 1 and 2)				
<input type="checkbox"/> Continued on additional page(s)				
B. River, stream, or lake affected by the project		Unnamed man-made lagoon		
C. What water body is the river, stream, or lake tributary to?		Sand Mound Slough		
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		
E. County				
F. USGS 7.5 Minute Quad Map Name		G. Township	H. Range	I. Section
Bouldin Island		N/A	N/A	N/A
<input type="checkbox"/> Continued on additional page(s)				
K. Meridian (check one)		<input type="checkbox"/> Humboldt <input checked="" type="checkbox"/> Mt. Diablo <input type="checkbox"/> San Bernardino		
L. Assessor's Parcel Number(s)				
031-260-012-5, 031-010-017-7, and 031-010-020-1				
<input type="checkbox"/> Continued on additional page(s)				
M. Geographic coordinates (Provide the latitude and longitude coordinates for the property where the project(s) will take place. CDFW utilizes decimal degrees and WGS 84 datum. Access Google Maps Help if you need assistance in finding your coordinates.)				
Latitude/Longitude	Latitude: 38.015739		Longitude: -121.630263	
	Latitude: 38.015739		Longitude: -121.630263	
	Latitude: 38.015739		Longitude: -121.630263	
	Latitude: 38.015739		Longitude: -121.630263	
	Latitude: 38.015739		Longitude: -121.630263	



9. PROJECT CATEGORY

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/pier	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal: pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



10. PROJECT DESCRIPTION

- A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.
- Written description of all project activities with detailed step-by-step description of project implementation.
 - Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
 - Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
 - If water will be diverted or drafted, specify the purpose or use and include Attachment C.
 - Enclose diagrams, drawings, design plans, construction specifications, and maps that provide all of the following: site specific construction details; dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e. "bird's-eye view") showing the location of each structure and/or activity, significant area features, stockpile areas, areas of temporary disturbance, and where the equipment/machinery will access the project area.
 - A helpful resource to assist in the development of quality PDF maps in Google Earth. See Using Google Earth to Map your Property (PDF).

The overall Project purpose and need is to provide each property owner with a functional dock and improvements to the deterioration of existing dock anchorages, and to upgrade some of the docks to provide multi-slip capacity. All 416 existing individual docks will be examined, cleaned, and repaired in place. Those in extremely poor condition will be removed from the lagoon. All spoils will be removed from water to land and transported to a legal dump-site; materials that can be reused or re-purposed, such as metal gangways, will be stored on land. Where existing gangways are in the same location as the proposed multi-slip docks (described below), they will be left in place. This Project component will occur over the life of the permit and will take place as portions of the residential development go under contract with homebuilders.

The existing T-shaped docks are not designed for use by a permanent resident. They are designed for use by visitors who docks their boat elsewhere. Home-buyers need a means to lift their boat out of the water for dry storage. The single and multi-slip configuration allows this to happen, and it is a basic operation where the boat is lifted between the slips. It also provides each homeowner with the use of at least one dock and slip, which currently not all lots offer due to the elbow configuration of the corner lots.

See Exhibits 4 and 5, and the cover letter for a detailed description of each Project component.

Continued on additional page(s)

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

Equipment will consist of a land or barge-operated crane with a vibratory hammer

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 project require work in the wetted portion of the channel?

Yes (Enclose a plan to divert water around work site)
 No



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.

See attached cover letter for the proposed projects impacts.

Continued on additional page(s)

B. Will the project affect any vegetation? Yes (Complete the tables below) No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

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

See Section VII of the cover letter

Continued on additional page(s)

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

Appendix A: "Biological Technical Report"
 Appendix B: "Biological Assessment"

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 one or more technical studies (e.g., engineering, hydrologic, geological, or geomorphological) been completed for the project or project site?

- Yes (Enclose the study(ies)) No

Note: One or more technical studies may be required to evaluate potential project impacts to a lake or streambed.

G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?

- Yes (Enclose the mapped results) No

Note: Check "yes" if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. "Wildlife" means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends." (Fish & G. Code, § 89.5.) If "yes" is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for CDFW to deem your notification complete. If "no" is checked, or the resolution of the mapping or delineation is insufficient, CDFW may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for CDFW to deem the notification complete.

12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment, hazardous, or other deleterious materials from entering watercourses during and after construction.

Proposed work is expected to take place on existing structures and/or from floating barges. All material that will to be removed will be done so in order to minimize loss of material into the lagoon. Turbidity curtains or floating booms will be installed prior to work in order to minimize turbidity to surface waters and siltation of the lagoon floor. All work will be performed under the supervision of a construction/biological monitor.

Continued on additional page(s)

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

All indirect impacts will be avoided by installation of silt fences, floating booms, and/or straw waddles on dry land where construction equipment may be stored. To the most feasible extent, all work will occur in the "dry" season (mid-July to mid-October). All equipment needed will be inspected outside of jurisdictional areas prior to arriving on-site. All equipment to be used in waters will be cleaned and inspected for oil leaks and cleaned of excess grease and/or hydraulic fluid. In the event of a spill, related spills of hazardous materials shall be reported to appropriate entities and shall be cleaned up immediately and contaminated soils removed to approved disposal areas.

Continued on additional page(s)

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

No compensatory mitigation is proposed for this project.

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.	<u>United States Army Corps of Engineers 404 Individual Permit</u>	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
B.	<u>Central Valley Regional Water Quality Control Board 401 Certification</u>	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
C.	<u>_____</u>	<input type="checkbox"/> Applied	<input type="checkbox"/> Issued
D. Unknown whether <input type="checkbox"/> local, <input type="checkbox"/> State, or <input type="checkbox"/> federal permit is needed for the project. (Check each box that applies)			
<input type="checkbox"/> Continued on additional page(s)			

14. ENVIRONMENTAL REVIEW

A. Has a CEQA lead agency been determined?		<input checked="" type="checkbox"/> Yes (Complete boxes B, C, D, E, and F)		<input type="checkbox"/> No (Skip to box 14.G)	
B. CEQA Lead Agency		<u>Contra Costa County</u>			
C. Contact Person		D. Phone Number			
E. Has a draft or final document been prepared for the project pursuant to CEQA and/or NEPA?					
<input checked="" type="checkbox"/> Yes (Check the box below for each CEQA or NEPA document that has been prepared and enclose a copy of each.)					
<input type="checkbox"/> No (Check the box below for each CEQA or NEPA document listed below that will be or is being prepared.)					
<input checked="" type="checkbox"/> Notice of Exemption		<input type="checkbox"/> Mitigated Negative Declaration		<input type="checkbox"/> NEPA document (type): CE _____ _____	
<input type="checkbox"/> Initial Study		<input type="checkbox"/> Environmental Impact Report			
<input type="checkbox"/> Negative Declaration		<input type="checkbox"/> Notice of Determination (Enclose)			
<input type="checkbox"/> THP/ NTMP		<input type="checkbox"/> Mitigation, Monitoring, & Reporting Plan			
F. State Clearinghouse Number (if applicable)					
G. If the project described in this notification is not the "whole project" or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs. tit. 14 § 15378).					
<input type="checkbox"/> Continued on additional page(s)					



H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 711.4?

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

Note: The CEQA filing fee is in addition to the notification fee. If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.

15. SITE INSPECTION

Check one box only.

- In the event CDFW determines that a site inspection is necessary, I hereby authorize a CDFW 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 CDFW such entry.
- I request CDFW to first contact (insert name) _____ at (insert phone number or email address) _____ 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 CDFW's determination as to whether a Lake or Streambed Alteration Agreement is required and/or CDFW's issuance of a draft agreement pursuant to this notification.

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

- Yes (Please enclose the information via digital media with the completed notification form.)
 No

17. SIGNATURE

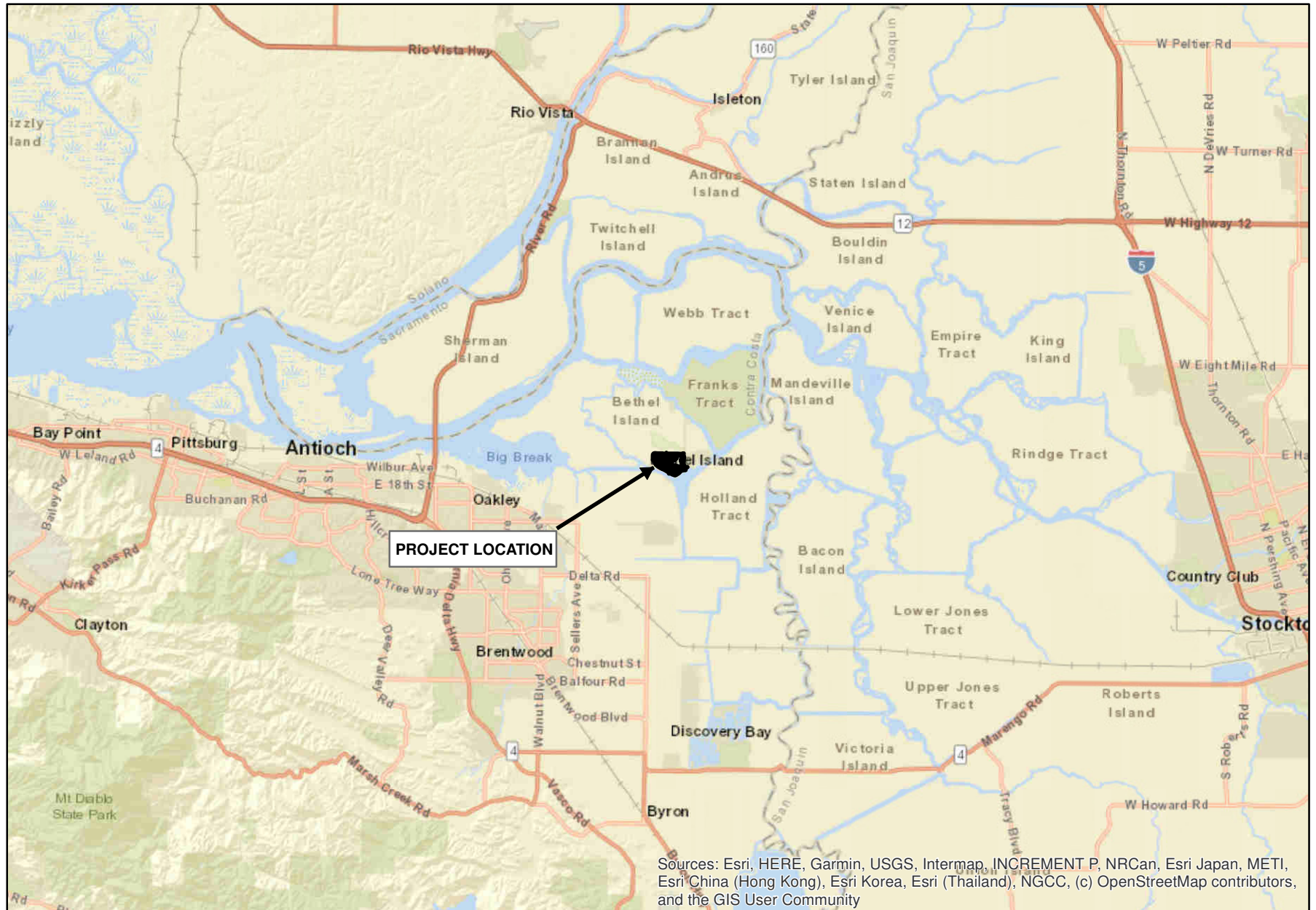
I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, CDFW may suspend 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 CDFW has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.


 Signature of Applicant or Applicant's Authorized Representative

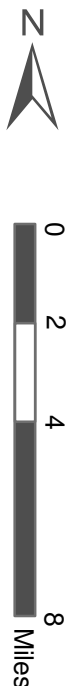
8-20-20
 Date

NICK TARATSAS
 Print Name

Source: ESRI World Street Map



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



DELTA COVES DOCK REPLACEMENT & MAINTENANCE

Regional Map

GLENN LUKOS ASSOCIATES

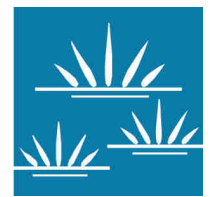


Exhibit 1

Adapted from USGS Brentwood & Jersey Island, CA quadrangles



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**DELTA COVES
DOCK REPLACEMENT & MAINTENANCE**

Vicinity Map

GLENN LUKOS ASSOCIATES

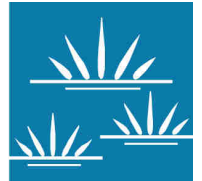
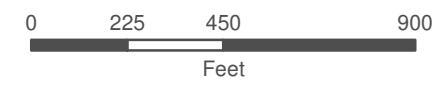


Exhibit 2





1 inch = 450 feet

**DELTA COVES
DOCK REPLACEMENT & MAINTENANCE**

Original Project Site

GLENN LUKOS ASSOCIATES

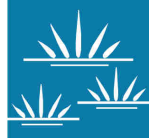
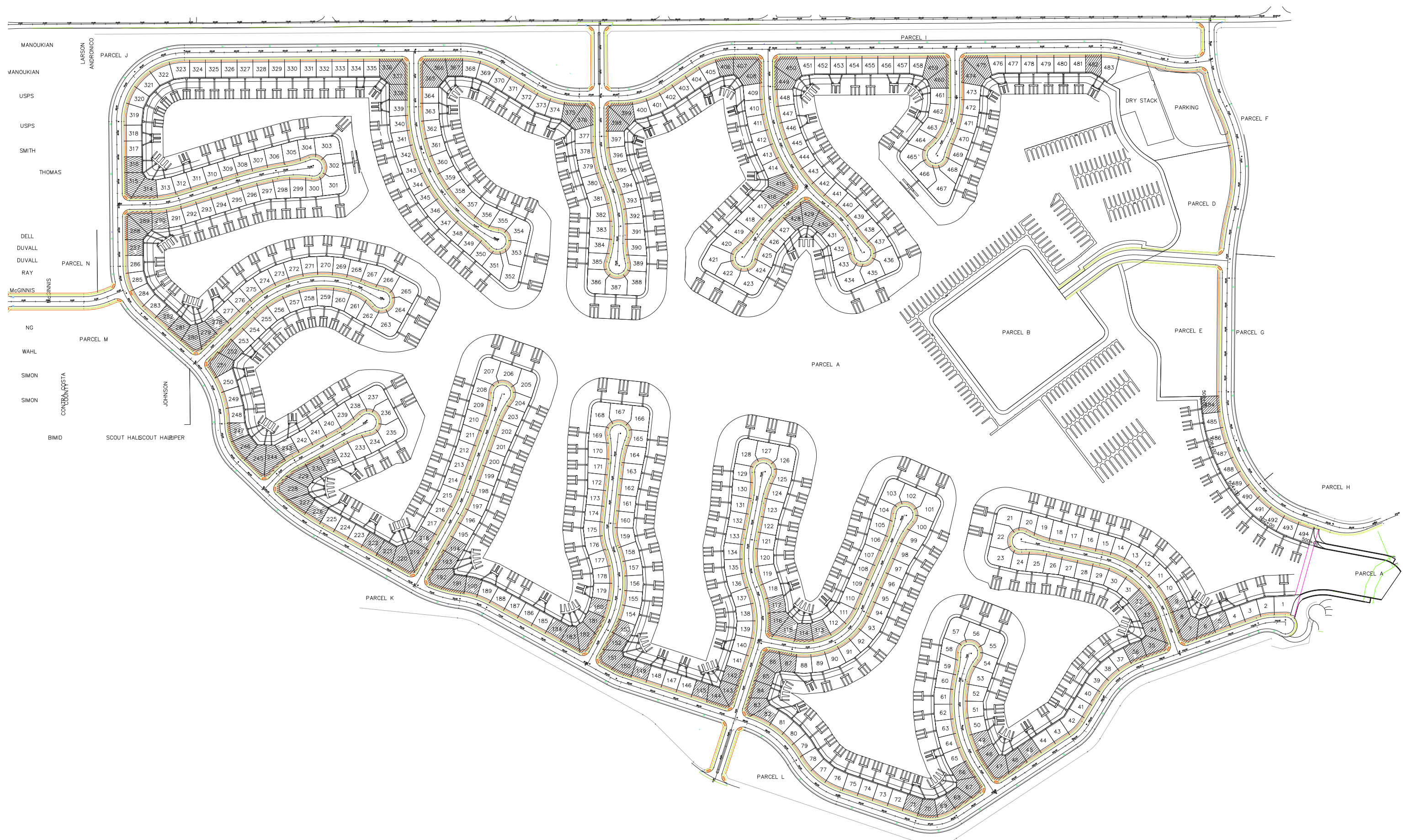
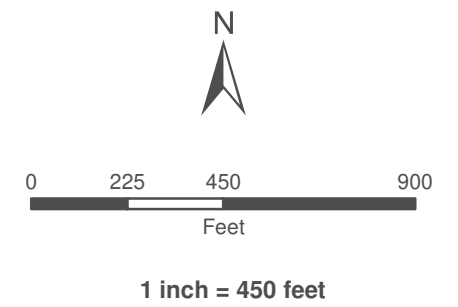


Exhibit 3





**EXHIBIT 4 - PROPOSED PROJECT
DOCK RECONFIGURATION WITH MULTI-SLIP DOCKS**



**DELTA COVES
DOCK REPLACEMENT & MAINTENANCE**

Aerial Proposed Project
Dock Reconfiguration with Multi-slip Docks

GLENN LUKOS ASSOCIATES

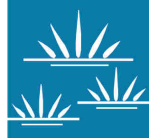


Exhibit 5

