

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Environmental Services / Policy & Planning / Legacy Lands Program

DATE: December 10, 2013

REQUEST: Authorize the Director of Environmental Services to execute an inter-local agreement with the City of Ridgefield to construct the EF-20 habitat enhancement project on the county's Upper Daybreak property.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: EF-20 was one of 13 projects selected for conceptual design during development of the Lower East Fork Lewis River Aquatic Habitat Restoration Plan, adopted by the Lower Columbia Fish Recovery Board in 2009. Permit level project design was completed in 2011 by Clark County but outside funding is needed to implement the project.

The City of Ridgefield is in the process of obtaining a water right for its Junction Well, a critical new water supply source for the city's economic development, and is required to provide mitigation for the impacts of this water right. The city has proposed to fund the completion of habitat project EF-20 on the East Fork of the Lewis River to satisfy mitigation requirements. The Department of Ecology has agreed that construction of EF-20 as generally indicated on attachment B of the interlocal agreement, Permitting Plan Set dated August 1, 2011, will satisfy city mitigation requirements.

The interlocal agreement calls for the county to prepare final plans, specifications, and manage construction of habitat mitigation project EF-20. The city will fully reimburse the county for expenses incurred in designing and constructing the project.

COMMUNITY OUTREACH: The Lower Columbia Fish Recovery Board is the lead agency for watershed planning in the Lewis, Salmon, and Washougal river basins (state Water Resource Inventory Areas 27-28). The Board worked through a 36-member committee including, local governments, tribes, citizens, elected officials, and agency personnel to address long-term management of the region's water resources and adopted watershed management plans in 2006. Detailed implementation plans, adopted in 2008, established water supply policies that reserved a block of water for future public water supply that would not be subject to the closures and/or instream flows established by rules for WRIAs 27 and 28. However, it is required that new municipal water right requests evaluate potential effects on stream flow and an assessment of alternatives that could avoid impacts to stream flow, such as retirement of existing water rights. If the only feasible supply will affect stream flow, then off-setting and mitigating actions are to be included in the water supply development proposal.

The City of Ridgefield conducted such an analysis for the Junction Well water right proposal which was reviewed by the WRIA 27/28 Planning Unit in 2012. The Unit recommended that the Department of Ecology approve the water right with the construction of EF-20 satisfying the mitigation requirement.

BUDGET AND POLICY IMPLICATIONS: The City of Ridgefield will fully reimburse Clark County for expenses incurred in designing, permitting and constructing the project. Sufficient budget authority will be proposed in the 2014 budget to execute the interlocal agreement.

The City of Ridgefield will have sole responsibility for the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span. The city may request the county to perform monitoring and maintenance services. Specific duties and reimbursement of the cost of monitoring and maintenance will be articulated by separate agreement.

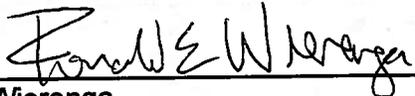
mp
ok
4.1.13

FISCAL IMPACTS:

Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the Director of Environmental Services to execute an inter-local agreement with the City of Ridgefield to construct the EF-20 habitat enhancement project on the County's Upper Daybreak property.

DISTRIBUTION: Please forward a copy of the approved staff report to Environmental Services Administration.



Ron Wierenga
Resource Policy and Planning Manager



Don Benton
Environmental Services Director

(PTL/RW/bt)

Enclosures:
Fiscal Impact Attachment
Draft Interlocal Agreement
Attachment B



APPROVED: Dec. 10, 2013
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

SR 249-13

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Project involves enhancement of a side channel of the Lower East Fork Lewis River, primarily to benefit salmon, by felling trees in the vicinity of the project area and placing them across the side channel to provide habitat complexity, additional high flow refugia, and to supplement fluvial processes during high flow events. The City of Ridgefield has proposed funding this project to satisfy Department of Ecology mitigation requirements for the City's Junction Well water rights application.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/General Fund	\$88,842	\$ 88,842	\$0	\$ -	\$0	\$0
Total:	\$88,842	\$88,842	\$0	\$ -	\$0	\$0

II.A - Describe the type of revenue (grant, fees, etc.)

The interlocal agreement stipulates that the City of Ridgefield will fully reimburse county for design, permitting and construction expenses for the EF-20 habitat enhancement project. The City of Ridgefield will have sole responsibility for the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/general Fund		\$88,842	\$ 88,842	\$0	\$ -	\$0	\$0
Total:		\$88,842	\$88,842	\$0	\$0	\$0	\$0

III.B = Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$34,645	\$34,645	\$0	\$0	\$0	\$0
Contractual	\$54,197	\$54,197	\$0	\$0	\$0	\$0
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$88,842	\$88,842	\$0	\$0	\$0	\$0

UPPER DAYBREAK EF-20 SIDE CHANNEL ENHANCEMENT

Project Scoping Report
11 /25/2013

Project Description

Project Name: Upper Daybreak EF-20 Side Channel Enhancement

Project Type: Habitat enhancement/restoration for water right mitigation

Budget/Sources: City of Ridgefield

Project Stakeholders: Clark County, City of Ridgefield, Washington Department of Ecology, Lower Columbia Fish Recovery Board

Project Budget

Tasks	Cost Estimate
Project Management/City Coordination	\$12,287
Final Design	\$3,020
Permitting	\$5,061
Bid Specifications/Contractor Recruitment	\$9,061
Construction	\$51,177
Invasive Plant Treatment/Planting	\$8,236
Total	\$88,842

Project Location

Project involves enhancement of a side channel of the Lower East Fork Lewis River. Side Channel outlet is at, approximately, main stem river mile 10.67. Side channel inlet is at, approximately, main stem river mile 11.00.

Project Description

Project involves diversifying in-stream habitat, primarily to benefit salmon, by felling trees in the vicinity of the project area and placing them across the side channel to provide habitat complexity, additional high flow refugia, and to supplement fluvial processes during high flow events.

Project Benefits

Construction of the project will enable the City of Ridgefield to mitigate for the impact of its Junction Well, an important facility needed to secure Ridgefield's future public water supply.

EF-20 was one of 13 projects selected for conceptual design during development of the Lower East Fork Lewis River Aquatic Habitat Restoration Plan, adopted by the LCFRB in 2009. Permit level project design was completed in 2011 by Clark County. Physical benefits of the project are to enhance quality and quantity of habitat features including pools and riffles, bank complexity and cover and in-stream woody debris. Biological benefits include enhanced winter high flow refuge for Coho salmon and steelhead, enhanced spawning for Coho and steelhead,

ATTACHMENT A page 2 of 2

increased habitat complexity and cover for rearing fish that will provide diverse foraging opportunities and protection from predators.

Project Issues

Once Project construction is completed, the City of Ridgefield will have sole responsibility for developing and implementing the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span. Ridgefield may request the County to perform monitoring and maintenance services. Specific duties and compensation, if any, will be articulated by separate agreement.

Major Milestones

Milestone	Target Date
Execute Interlocal Agreement	December 2013
Obtain Permits/Complete Final Design	April 2014
Develop/Advertise Bid Specifications	May 2014
Award and Execute Contract	June 2014
Commence Mobilization/Construction	July 2014
Complete in-water construction	September 2014
Install plantings	October-November 2014
Final Billing to City	March 2015

Submitted By:

Project Manager _____ Date _____

Approvals:

Client _____ Date _____

**INTERLOCAL AGREEMENT
CITY OF RIDGEFIELD AND CLARK COUNTY
HABITAT MITIGATION PROJECT EF-20**

This Interlocal Agreement (AGREEMENT) between the municipalities is made and executed this _____ day of _____ 2013, by and between the CITY OF RIDGEFIELD, (CITY) and CLARK COUNTY (COUNTY), pursuant to RCW 39.34.080.

WHEREAS, the COUNTY has completed permit-level planning and design of habitat mitigation project EF-20 on the East Fork of the Lewis River, hereinafter called the "Project."

WHEREAS, County requires funding to implement the Project.

WHEREAS, the CITY is in the process of obtaining a water right for its Junction Well and, as mitigation for the impacts of this water right, the city has proposed to fund the completion of habitat project EF-20 on the East Fork of the Lewis River.

WHEREAS, it is mutually beneficial for the CITY and COUNTY to work cooperatively to complete the Project as generally described in ATTACHMENT A, Project Scoping Report.

WHEREAS, the Department of Ecology has agreed that construction of EF-20 as generally indicated on ATTACHMENT B, Permitting Plan Set dated August 1, 2011, will satisfy city mitigation requirements.

WHEREAS, the CITY and the COUNTY agree that COUNTY will prepare final plans, specifications, and manage construction of habitat mitigation project EF-20 and the CITY will reimburse the COUNTY for these services.

WHEREAS, The COUNTY and the CITY plan to construct the Project in 2014.

NOW THEREFORE it is mutually agreed between the parties hereto as follows:

1. The COUNTY agrees to provide services which will include without limitation, project management, final engineering design, environmental permitting, bid and award services, and construction management to complete habitat mitigation project EF-20 as described in ATTACHMENTS A AND B. The CITY, in consideration of the work described agrees to reimburse COUNTY for all costs incurred in executing the Project as set forth herein.

2. Except as otherwise provided in this section 2, any modification to this AGREEMENT must be in writing and subject to the consent of each party. The COUNTY agrees to not exceed the estimated budget amounts described in ATTACHMENT A for each category of work including Final Engineering Design, Environmental Permitting, and Construction without first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the CITY. CITY understands that project changes such as those brought about by final design refinements, contractor bidding results, etc. may affect the Project Budget as shown in ATTACHMENT A, and will not unreasonably withhold approval of changes

to the budget proposed by COUNTY.

3. The CITY agrees to make progress payments to the COUNTY bi-monthly and at completion of the project based on current billing rates for county staff and expenses, and contractor billing rates articulated in applicable professional and construction services contracts executed by county for the project. The final payment for remaining project costs shall be submitted within ninety (90) days after receipt of billing from the COUNTY. The final billing will occur after the project is accepted by the CITY.

4. Once Project construction is completed, CITY will have sole responsibility for the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span. CITY may request COUNTY to perform monitoring and maintenance services. Specific duties and compensation, if any, will be articulated by separate agreement.

5. No liability shall attach to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. This AGREEMENT is executed for the benefit of the parties and the public generally. This AGREEMENT is not intended and shall not be construed as creating any third-party beneficiary. Each party agrees to indemnify, defend and hold harmless the other and all its officers, agents, employees and consultants from and against any and all demands, claims, judgments, awards of damages, costs, losses, or liability, including attorney's fees, for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof, and shall pay all resulting awards of damages, fees, costs or judgments that may be obtained against it or its officers, consultants, agents, or employees. Further each party has insured against its own liability herein and will promptly notify the other of any material change in such coverage.

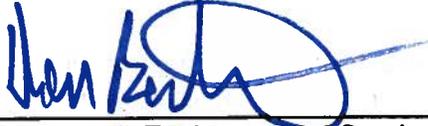
6. This AGREEMENT does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The CITY and the COUNTY shall be jointly responsible for administering the performance of this AGREEMENT as provided herein. The CITY and the COUNTY will not acquire any jointly-owned real or personal property in connection with the performance of this AGREEMENT. Any real or personal property used or acquired by the CITY or the COUNTY in connection with the performance of this AGREEMENT shall be disposed of by that party as it shall determine in its discretion. Except as provided herein, the CITY and the COUNTY shall each be responsible for its own individual financial costs of performance of this AGREEMENT. No joint budget will be prepared to carry out the performance of this Agreement.

7. The duration of this AGREEMENT is from date of execution of the AGREEMENT through June 30, 2015.

8. Either party may terminate this AGREEMENT by providing to the other party 30 days'

INTERLOCAL AGREEMENT
CITY OF RIDGEFIELD AND CLARK COUNTY
HABITAT MITIGATION PROJECT EF-20
Page 4 of 4

DATED this 3rd day of December 2013.
FOR CLARK COUNTY

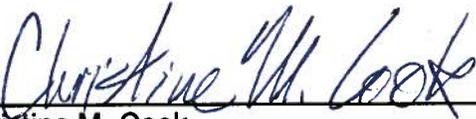


Don Benton, Environmental Services Director
1300 Franklin Street
PO Box 9810
Vancouver, WA 98666-9810

DATED this ___ day of _____ 2013.
FOR the CITY of RIDGEFIELD

Phil Messina, City Manager
230 Pioneer Street
PO Box 608
Ridgefield, WA 98642

Approved as to form only:
Anthony F. Golik,
Clark County Prosecuting Attorney

By: 
Christine M. Cook,
Deputy Prosecuting Attorney

By: _____
Chris Sundstrom
City Attorney

**INTERLOCAL AGREEMENT
CITY OF RIDGEFIELD AND CLARK COUNTY
HABITAT MITIGATION PROJECT EF-20
Page 3 of 4**

advance written notice of the date of termination, and by paying in full any balance owing for services rendered to the other as of the date of termination. Written notice shall be deemed given when it is actually received by the other party at the address as set forth with its signature, below.

9. This AGREEMENT shall be deemed to have been executed and delivered within the State of Washington. The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this AGREEMENT shall be filed in the Superior Court of Clark County, Washington.

10. The COUNTY shall not sublet or assign any of the services covered under this AGREEMENT without express written consent by the CITY.

11. Waiver by either party of any provision of this AGREEMENT or any time limitation provided for herein shall not constitute a waiver of any other provision, or time limitation.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day, month and year first above written.

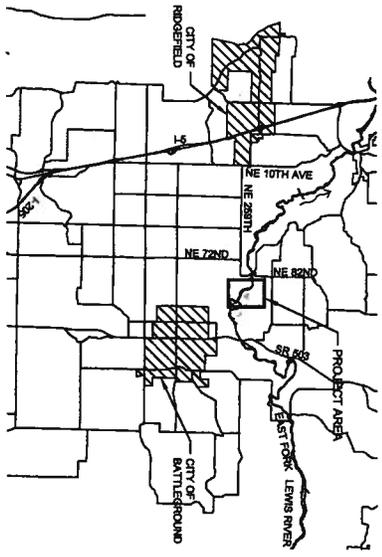
ATTACHMENT B

Permitting Plan Set dated August 1, 2011

CLARK COUNTY PUBLIC WORKS

UPPER DAYBREAK STREAM HABITAT ENHANCEMENT (EF-20)

CLARK COUNTY, WASHINGTON



VICINITY MAP



2007 AERIAL PHOTO
SCALE 1" = 50'

DRAWING INDEX

- G1.0 COVER
- G2.0 SITE PLAN & OVERVIEW
- C1.1 WBS PLAN - 1
- C1.2 WBS PLAN - 2
- C1.3 WBS PLAN - 3
- C1.4 WBS PLAN - 4
- C2.1 WBS DETAILS

CONTACT INFORMATION

CLARK COUNTY ENVIRONMENTAL SERVICES (360) 397-6118
 LISA HEMESATH
 CLARK COUNTY LEGACY LANDS (360) 397-2275
 PATRICK LEE
 VIGIL AGRIMIS, INC (509) 274-2010
 HUNTER WHITE, PE
 KEN VIGIL, PE

ABBREVIATIONS

AL	ALDER	HOR	HORIZONTAL
APPROX	APPROXIMATE	MAX	MAXIMUM
BOT	BOTTOM	MIN	MINIMUM
CE	CEDAR	N	NORTHING
CP	CONTROL POINT	OC	ON CENTER
CY	CUBIC YARD	OHW	ORDINARY HIGH WATER
DH	DIAMETER AT BREST HEIGHT	SHT	SHEET
DE	DECIDUOUS	STA	STATION
DIA	DIAMETER	TTP	TYPICAL
DTL	DETAIL	VERT	VERTICAL
DWG	DRAWING	WBS	WOOD HABITAT STRUCTURE
E	EASTING	WSE	WATER SURFACE ELEVATION
EF, EFLR	EAST FORK LEWIS RIVER	WSD	WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
EL	ELEVATION	WSDOT	WASHINGTON DEPARTMENT OF TRANSPORTATION
EXST	EXISTING	WISBOT	WASHINGTON DEPARTMENT OF TRANSPORTATION

GENERAL NOTES

1. SURVEY COMPLETED BY ICG DEVELOPMENT DURING MARCH/MAY, 2011. WASHINGTON STATE PLANE COORDINATES SOUTH ZONE (NAD 83(11). THE VERTICAL DATUM IS CLARK COUNTY NGVD 29(17) BASED UPON A 3.28 NEGATIVE VERTICAL ADJUSTMENT FROM WSDOT BENCH MARK 6603, A BRASS DISK IN THE CONCRETE CURB ON THE 5603 BRIDGE OVER THE EAST FORK OF THE LEWIS RIVER.
2. LIDAR CONTOUR DATA IS ALSO DISPLAYED IN THIS SET FOR AREAS NOT COVERED BY SITE SURVEY.
3. CONTRACTOR IS RESPONSIBLE FOR MEETING ALL PERMIT REQUIREMENTS. ANY FINES INCURRED DUE TO PERMIT VIOLATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL TREE FALLING AND WOOD PLACEMENT SHALL BE FIELD FT' AS DIRECTED BY ENGINEER.



VIGIL AGRIMIS
design professionals
 622 SE Harbor Blvd
 Suite 220
 Portland, Oregon 97254
 503-274-8000
 503-274-8000
 www.vigil-agrimis.com

**PERMITTING
 PLAN SET**

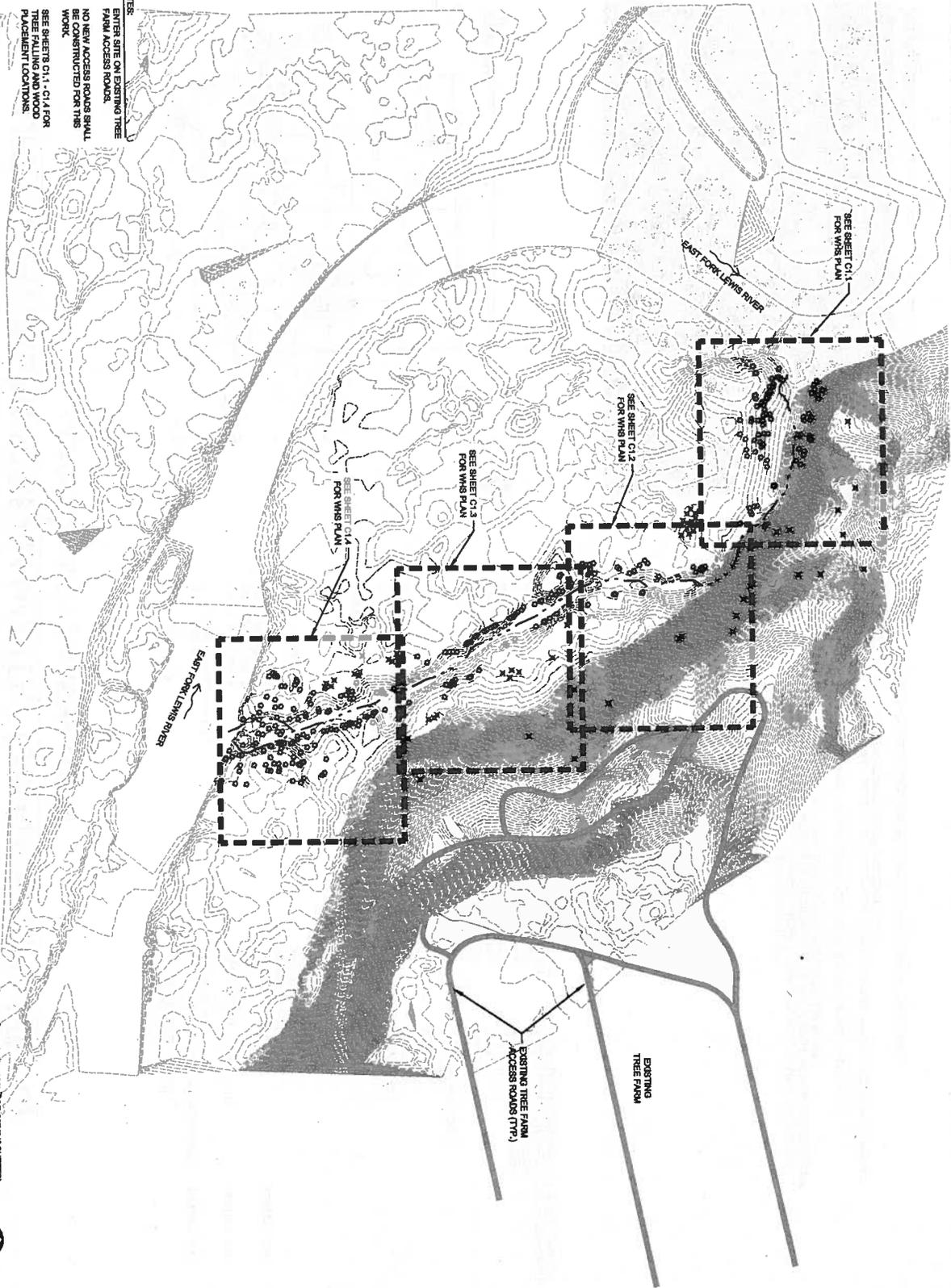
DESIGN & ENGINEERING DIVISION
 DESIGN SECTION
**UPPER DAYBREAK STREAM
 HABITAT ENHANCEMENT, EF-20**
 COVER

CALL US 24 HOURS BEFORE YOU DIE
 1-800-553-4344
 "It's the Law"
 DESIGNED: HJV
 DRAWN: HJV
 RCF: 028377
 PROJ:
 SCALE: AS INDICATED
 DATE: 8/1/11
 DWG: 01.0
 SHEET: OF

SITE PLAN & OVERVIEW

SCALE: 1"=100'

- NOTES:**
1. ENTER SITE ON EXISTING TREE FARM ACCESS ROADS.
 2. NO NEW ACCESS ROADS SHALL BE CONSTRUCTED FOR THIS WORK.
 3. SEE SHEETS C1.1, C1.4 FOR PLACEMENT LOCATIONS.



G2.0



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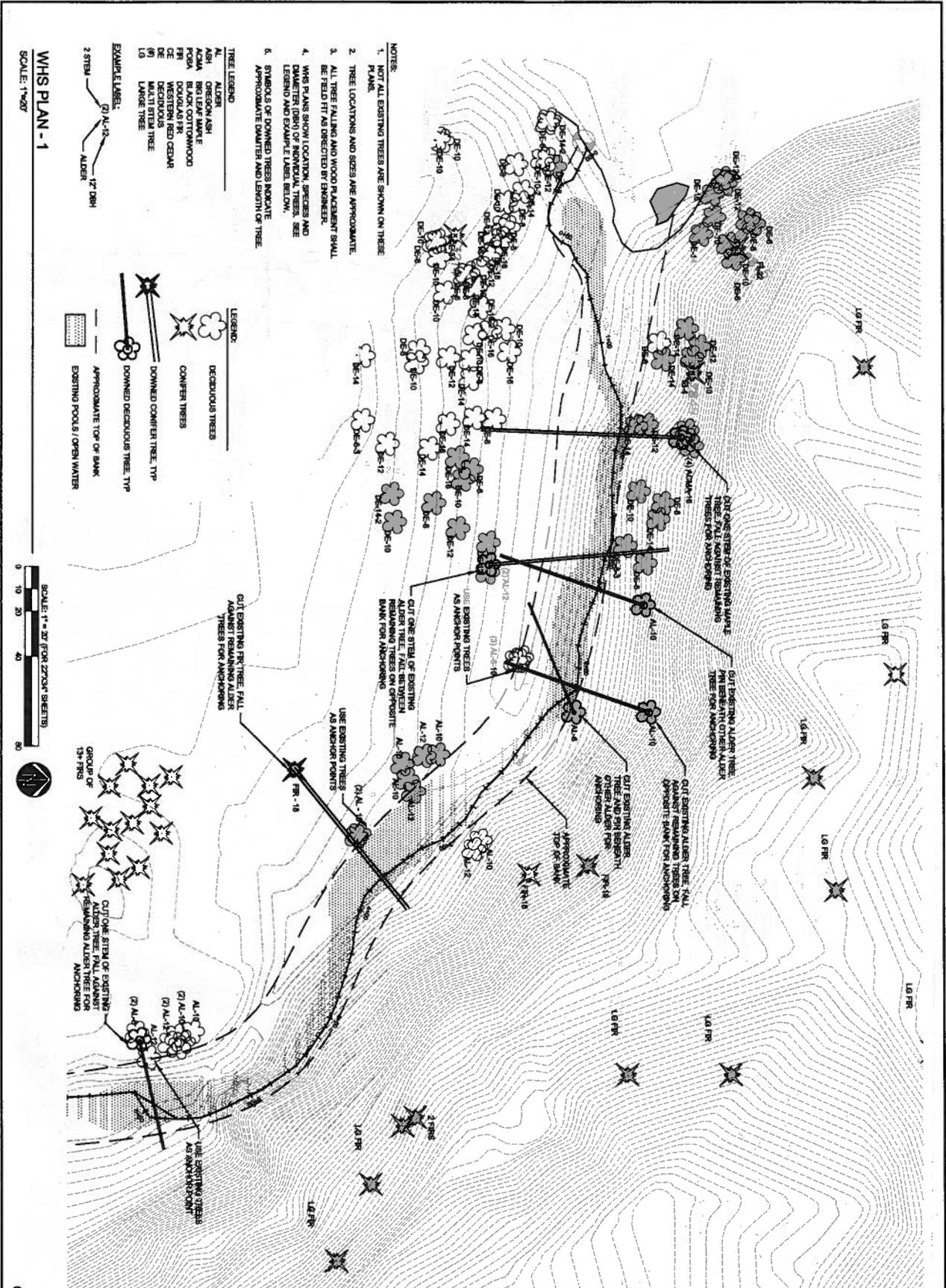
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 503-274-8888
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**PERMITTING
 PLAN SET**

**DESIGN & ENGINEERING DIVISION
 DESIGN SECTION**

**UPPER DAYBREAK STREAM
 HABITAT ENHANCEMENT, EF-20**
 SITE PLAN & OVERVIEW

CALL 48 HOURS BEFORE YOU DIG	DESIGNED	MLW
1-800-553-4344	DRAWN	MLW
"It's the Way"	RC/J	G2B377
	PROJ	
	SCALE	AS INDICATED
	DATE	8/1/17
	DWG	G2.0
	SHEET	02



WHS PLAN - 1
SCALE: 1"=20'

SCALE: 1" = 20' FOR 27X36 SHEETS

C1.1

- NOTES:**
1. NOT ALL EXISTING TREES ARE SHOWN ON THESE PLANS.
 2. TREE LOCATIONS AND SIZES ARE APPROXIMATE.
 3. ALL TREE FALING AND WOOD PLACEMENT SHALL BE FIELD FIT AS DIRECTED BY ENGINEER.
 4. WHS PLANS SHOW LOCATION, SPECIES AND DIAMETER (DBH) OF REMOVAL TREES, SEE LEGEND AND EXAMPLE TREE SECTION.
 5. SYMBOLS OF DOWNED TREES INDICATE APPROXIMATE DIAMETER AND LENGTH OF TREE.

- TREE LEGEND:**
- AL ALDER
 - ASH OREGON ASH
 - ACMA BIG LEAF MAPLE
 - FRM RED LEAF WOODPECKER
 - DOCKALAS FR DOCKALAS
 - CE WESTERN RED CEDAR
 - DE DECIDUOUS
 - (9) MULTI STEM TREE
 - LS LARGE TREE

- LEGEND:**
- DECIDUOUS TREES
 - CONIFER TREES
 - DOWNED CONIFER TREE, TIP
 - DOWNED DECIDUOUS TREE, TIP
 - APPROXIMATE TOP OF BANK
 - EXISTING POOLS / OPEN WATER

- EXAMPLES:**
- (2) AL-10 ALDER 17" DBH
 - (2) AL-10 ALDER 17" DBH

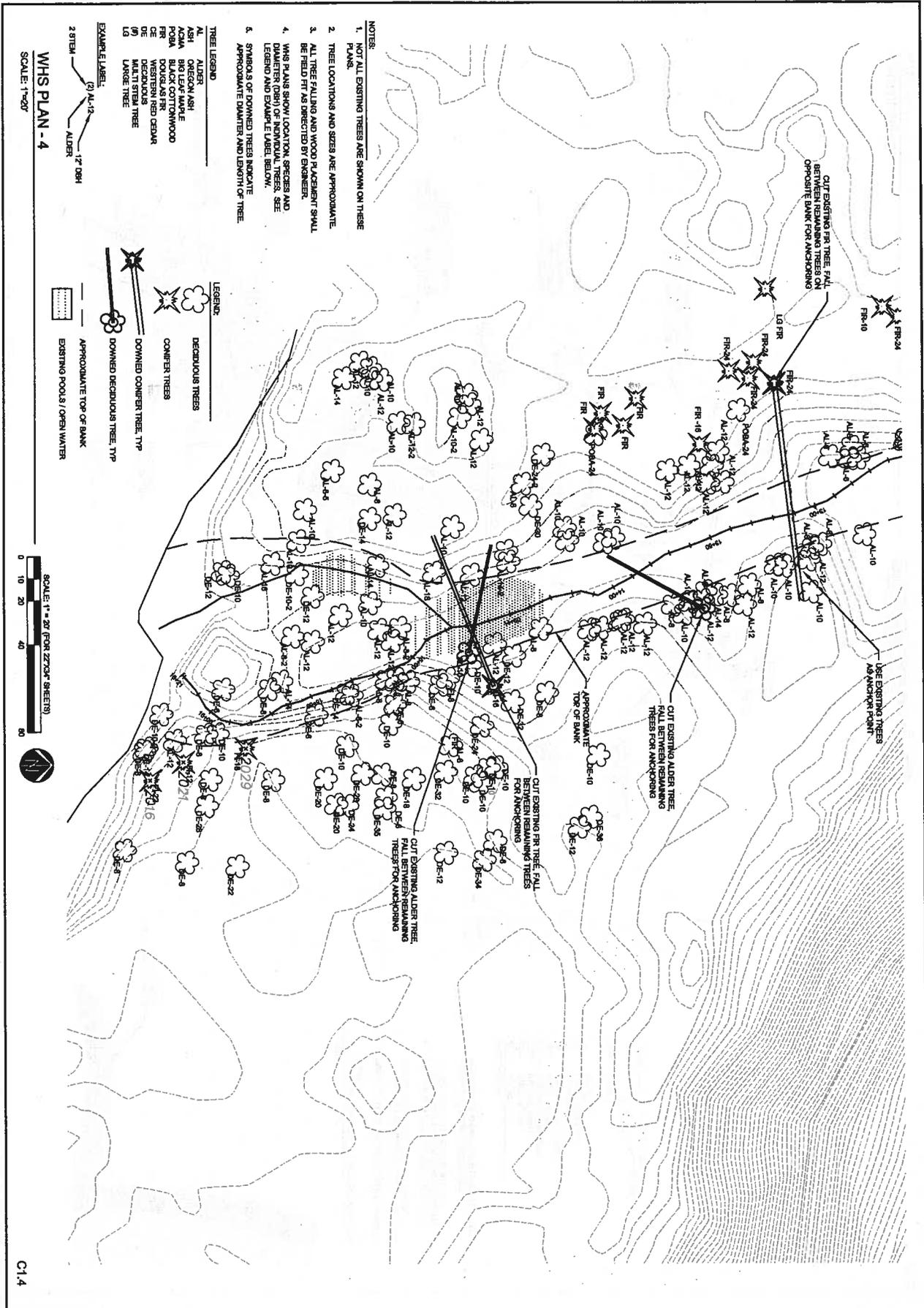
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PERMITTING PLAN SET

DESIGN & ENGINEERING DIVISION
DESIGN SECTION
UPPER DAYBREAK STREAM
HABITAT ENHANCEMENT, EF-20
WHS PLAN - 1

DESIGNED	MAP
DRAWN	LMB
RC#	028377
PROJ	SCALE AS INDICATED
DATE	8/1/11
DWG.	C1.1
SHEET	OF



- NOTES:**
1. NOT ALL EXISTING TREES ARE SHOWN ON THESE PLANS.
 2. TREE LOCATIONS AND SIZES ARE APPROXIMATE.
 3. ALL TREE FALLING AND WOOD PLACEMENT SHALL BE FIELD FIT AS DIRECTED BY ENGINEER.
 4. THIS PLAN SHOWS LOCATION, SPECIES AND DIAMETER (DBH) OF INDIVIDUAL TREES. SEE LEGEND AND EXAMPLE LABEL BELOW.
 5. SYMBOLS OF DOWNED TREES INDICATE APPROXIMATE DIAMETER AND LENGTH OF TREE.

- TREE LEGEND**
- AL ALDER
 - ASH OREGON ASH
 - BLK BLACK HAWK
 - PCN BLACK COTTONWOOD
 - FR DOUGLAS FIR
 - CE WESTERN RED CEDAR
 - DE DECIDUOUS
 - LN LARGE TREE
- LEGEND**
- DECIDUOUS TREES
 - CONIFER TREES
 - DOWNED CONIFER TREE, 17"
 - DOWNED DECIDUOUS TREE, 17"
 - APPROXIMATE TOP OF BANK
 - EXISTING POOLS / OPEN WATER

EXAMPLE LABEL:

AL-12
17 DBH



WHS PLAN - 4
SCALE: 1"=20'

C14

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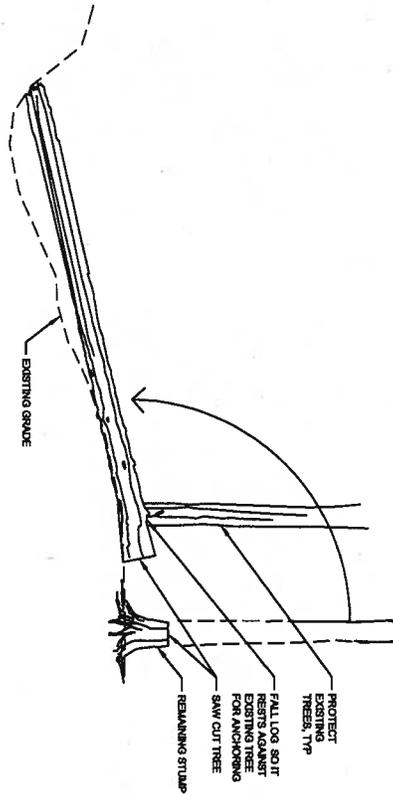
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503-471-8888
Portland, Oregon 97224

PERMITTING PLAN SET

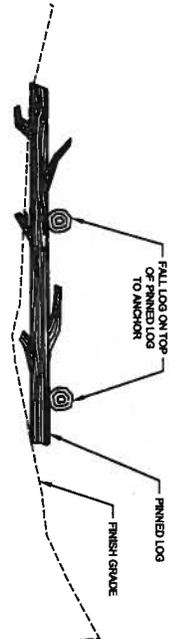
DESIGN & ENGINEERING DIVISION
DESIGN SECTION
UPPER DAYBREAK STREAM
HABITAT ENHANCEMENT, EF-20
WHS PLAN - 4

DESIGNED: JWP
DRAWN: LMB
RC#: 028377
PROJ: 1-900-553-4344
SCALE AS INDICATED
DATE: 8/1/11
DWG: C14
SHEET: OF

1
 NTS
 TYPICAL CHANNEL SPANNING LOG



2
 NTS
 TYPICAL PINNED LOG



C2.1



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PERMITTING
 PLAN SET

DESIGN & ENGINEERING DIVISION
 DESIGN SECTION
 UPPER DAYBREAK STREAM
 HABITAT ENHANCEMENT, EF-20
 WHS DETAILS

DESIGNED	MJP, MLW
DRAWN	MJP
RC#	028377
PROJ	
SCALE	AS INDICATED
DATE	8/1/11
DWG	C2.1
SHEET	OF

