



R & E Grant Application 15 Biennium

Project #:
15-028

East Fork River Millicoma Oxbow Reconnection

Project Information

R&E Project Request: \$150,000.00
Total Project: \$1,902,407.00
Start Date: 1/10/2014
End Date: 12/31/2016
Organization: Coos Watershed Association (Tax ID #: 93-1146207)

Fiscal Officer

Name: Anne Jelinek
Address: PO Box 5860
Charleston, OR 97420
Telephone: 541-888-5922
Email: ajelinek@cooswatershed.org

Applicant Information

Name: Bill Conroy
Address: 63534 Kingfisher Drive
Charleston, OR 97420
Telephone: 514-888-5922
Email: bconroy@cooswatershed.org

Past Recommended or Completed Projects

This applicant has no previous projects that match criteria.

Location Information

Where is it?

The project will occur on private land owned or managed by another party

Landowner Information

Name: Jason Richardson
Affiliation: Weyerhaeuser Company
Address: 98674 Dellwood Lane
Coos Bay, OR, 97420
Phone: 541-269-9336 ext. 247
Email: Jason.Richardson@weyerhaeuser.com

Site Description

Street Address, nearest intersection, or other descriptive location.

Weyerhaeuser Lane, near Allegany, OR; off of State Highway 241.

Directions to the site from the nearest highway junction.

From Allegany, go 0.9 mi. East on E. Fork Rd. to Kruse Ln., turn Right, then immediately Left onto Weyerhaeuser Ln. Drive 7.5 miles to the project site.

Following project completion, public anglers will be allowed the following level of access to the project site:

Full access

Please describe what leases, easements, agreements are in place to ensure angler access to the project site, and what is the length of each agreement.

There is a Coos County road on the north side of the river that is open to the general public.

Dominant Land Use Type:

Forest

Project Location

General Project Location.

County: Coos
Town/City: Allegany
ODFW Dist: Coos-Coquille
Stream/Lake/Estuary Name: East Fork Millicoma River
Sub-basin: Coos River
Tributary of: Millicoma River

Specific Project Location.

Latitude	Longitude
43.4381	-123.9481

Project Summary

Project Summary

Project #: 15-028 Last Modified/Revised: 6/8/2015 5:13:53 PM
East Fork River Millicoma Oxbow Reconnection

Please provide a couple sentence summary of the proposal.

We will install two bridges on the historic East Fork Millicoma River Oxbow crossings. Excavated material will create a diversion dam in the Bypass Chute that will return river flows back into the river's original course. This will significantly improve fish passage and reclaim 0.6 miles of abandoned river.

Overall Project Goals

Describe the primary goals or outcomes of the entire project, including elements not requesting funding from R&E.

Reconnect the historic oxbow to full flows of the East Fork Millicoma River; reclaiming 0.6 miles of abandoned river channel.

Remove the fish passage velocity barrier at the Bypass Chute; increasing the range of river flows at which salmonids can move through the Oxbow on their way to over 16 miles of suitable habitat.

Primary objectives of R&E funding

Please describe the measurable objectives for the R&E portion of the funding request.

Build two (2) bridges at the historic locations where the road crossed the East Fork Millicoma River Oxbow.

Plug the artificial Bypass Chute with the excavated soil from the Bridge builds, so that the river flows are redirected back into the Oxbow.

Current Situation/Justification

Please describe the current situation and explain why this funding is needed.

In 1958, two bridges crossing the East Fork Millicoma River (EFMR) (a tributary to the Coos River, near Coos Bay, Oregon) were filled in, forming an artificial oxbow. Fill material was excavated from a ridge at the narrow point of the old meander, creating a steep Bypass Chute that is the current river location. The EFMR Bypass Chute is one of the few remaining impediments to coho passage in the watershed, and is the lowest one in the entire Coos system. The Bypass Chute is a velocity barrier for all adult salmonids, but is especially troublesome for Chinook. Access to spawning habitat is the key limiting factor for fall Chinook salmon in the EFMR basin; while winter rearing habitat is the primary limiting factor for coho salmon. This project will provide direct access to 13.5 miles of potentially high-quality coho salmon spawning and rearing habitat; 11.6 miles of Chinook spawning habitat (which will nearly doubles the currently available Chinook habitat in the EFMR sub-watershed); and improves access to over 16 miles of potential spawning and rearing habitat for steelhead trout.

Recreation and Commercial Benefit

This project will provide benefits to:

Recreational fisheries
Commercial fisheries

Explain how this project will contribute to current (and/or potential) fishing opportunities, access, or fisheries management.

This project will provide direct access to 13.5 miles of potentially high-quality coho salmon spawning and rearing habitat; 11.6 miles of Chinook spawning habitat (which will nearly doubles the currently available Chinook habitat in the EFMR sub-watershed); and improves access to

over 16 miles of potential spawning and rearing habitat for steelhead trout.

Is this project part of an approved Salmon-Trout Enhancement Program (STEP) activity?

No

This project has been identified as a priority for:

- Local/watershed
- Basin/regional

Identify any plan or other document that identifies this priority.

The Oxbow Bypass Chute was identified as a passage problem in the East Fork Millicoma River Watershed Analysis (Weyerhaeuser 1995).

The Oxbow Bypass Chute was identified as a passage problem in the Coos Watershed Action Plan (CoosWA 1995).

This project is intended to benefit the following species:

- Fall Chinook Salmon
- Coho Salmon
- Lamprey
- Winter Steelhead

This project will benefit anglers or fishery by providing:

- Angling Opportunity
- Fish Passage

Angling Opportunity

This project will:

Enhance natural production of fish stocks to levels that allow for recreational fishing opportunities

Fish Passage

This fish passage project will:

- Remove a barrier that does not have an existing fishway/passage structure
- Purchase/installation of culvert or bridge

We have contacted or have been working with:

- ODFW fish passage staff
- The project has received approval

Project Description

Schedule

Activity	Date	RE Funding
Bridge and Oxbow design	01/2014 to 07/2015	No
Permit Applications	02/2014 to 12/2014	No
Bridge and Oxbow construction planning	10/2015 to 03/2016	No
Construction	03/2016 to 10/2016	Yes
Project Inspection	03/2016 to 10/2016	No
Post Project Implementation Review	10/2016 to 12/2016	No

Permits

Permit	Secured?	Date Expected
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Section 404 Dredge/fill; Oregon DSL; U.S. Army Corps of Engineers	Yes	
Oregon Dept. of Forestry Notification of Operations	No	02/2016

Project Design and Description

Please describe in detail the methods or approach that will be used to achieve the project objectives.

The following criteria (in priority order) were used to evaluate a range of alternatives:

1. Upstream and downstream unimpeded passage must be provided to all species and all life stages;
2. Alternative must be acceptable to the landowner.
3. Reduce risks to downstream landowners and infrastructure to the greatest possible degree.
4. Reduce adverse impacts on water quality and other aquatic resources during construction activities.
5. Value-engineer designs and project features to be cost-effective.

Based on the evaluation of the range of alternatives, the preferred alternative has two main components:

I. Build Two Oxbow Reconnection Bridges. The upper and lower bridges will be designed to meet NMFS fish passage criteria. The bridge piers will be spaced greater than 1.5 times the active channel width and outside of the active channel. The lower bridge will be called Bridge 4 and the upper Bridge 5 to match the naming of the original wooden trestle bridges. Bridge 4 will be 210' long and Bridge 5 will be 140' long. Bridge 4 will be longer due to the greater difference between the road grade and stream grade. The bridge lengths were determined based on this road grade to stream grade difference plus 1.5 to 1 side-slopes on each streamside to minimize the potential for erosion. The resulting designs will be bridges that almost entirely span the valleys, with no piers within the 100-year floodplain (see Design Drawings, Sheets 12 and 14). The lowest soffit elevation on bridges #4 and #5 will be 24.7 and 4.3 feet, respectively. These elevations are sufficient to pass at least a 100-year recurrence interval flood flow and floating debris without adversely affecting the bridge structure (i.e., at least 3 feet of freeboard between the bridge and the 100-year flood flow).

II. Oxbow Reconnection Bypass Diversion Plug. The diversion plug will be constructed of suitable materials excavated from the existing road fill. The existing road crossings were filled with the same material blasted out of the ridge so it is expected that these materials will be most appropriate to create the earthen plug. The plug will also need an impervious core at the upstream end to prevent seepage down the Bypass Chute. We plan to use a clay core, if needed, to create an impervious layer that will prevent all seepage. An independent geotechnical review will be done to validate the plug design.

The Preferred Alternative includes a number of features to reduce impacts to stream, wetland, and riparian habitats:

1. All bridge piers are outside the restored active channel, estimated as 85' wide, with a clear span of 140' maximum.
2. Bridge piers will be placed in augured holes, rather than pile-driven, to reduce impacts on salmon.
3. Where possible, trees removed for the detour and staging areas will be pushed/pulled so as to retain their rootwads, and will be reserved for future instream wood placements.
4. Bridge construction will occur in the dry, and outside any jurisdictional streams or wetlands.
5. Project site will be isolated by sediment barriers (i.e., silt fences, straw bales, etc.) and all stormwater runoff will be directed into settling basins prior to discharge into buffer areas.

6. The roughened channel in the Bypass Chute will provide better fish passage compared to using culverts through the entire 200' length. However, only downstream juvenile passage is likely.
7. The roughened channel is designed so that fill removed from the bridge crossings can be easily placed without resorting to temporary stockpiling that would increase the project's impact area.
8. The roughened channel is sized and designed to allow the gradual re-introduction of flows into the historic oxbow channel to reduce downstream turbidity fluxes.
9. Hardened rip-rap is restricted to only critical locations (i.e., the Bypass Chute Plug and beneath the bridge bents); and where suitable, these sites will be planted with willows to provide natural cover.

Engineering

Does the project involve capital improvement, engineering, site grading or other construction?

Yes

Not associated with ODFW

Project Management and Maintenance

What is the life expectancy of R&E funded construction, structures, equipment, supplies, data or fishery?

The life expectancy of these bridges is at least 50 years.

Who is responsible for long term management, maintenance, and oversight of the project beyond what is funded by R&E.

All management and maintenance for the life span of the bridges will be completed by Weyerhaeuser Timber Company in Coos Bay Oregon. The bridge and road approaches will have annual inspections. Maintenance, if necessary, will be conducted as needed.

Will the project require ongoing maintenance?

Yes

Maintenance is part of the operations of a forest road system. Wear and tear is expected with use and weather.

Is there a plan to collect baseline data and to conduct monitoring efforts to measure the effectiveness of the project?

Yes

The Coos Watershed Association has collected aquatic habitat inventories within the entire reach of the Oxbow that will be reconnected to the EF Millicoma River. These surveys will be conducted at intervals of 1, 3 and 5 years post implementation. We also have collected spawning survey data upstream and downstream of the Oxbow; and will collect the same data within the Oxbow following construction. A third part of the monitoring is to conduct snorkel surveys in the summer, looking for juvenile use of the reaches. These will also be conducted upstream, downstream, and within the reconnected Oxbow. These efforts are funded by separate project sources.

Project Funding

Funding

Have you applied for OWEB funding for this project?

Yes

R&E money is needed as matching funds.

Awaiting a decision from the panel.

This project was submitted in April 2015 to OWEB for grants to be awarded in September 2015.

Other Funding Source	Type	Secured	Dollar Value	Comments
OWEB	Cash	Pending	1116815	
Weyerhaeuser Company	In-Kind	Secured	113893	Project management and engineering design
Weyerhaeuser Company	Cash	Secured	75327	Materials purchase
Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	Cash	Secured	36362	Project designs
Pacific Power Company	Cash	Pending	40000	Grant administered by the Freshwater Trust
Oregon Dept. of Fish and Wildlife	In-Kind	Secured	6080	Charleston office staff time
ODFW R&E Grant(Project 11-127)	Cash	Secured	23290	Project designs
ODFW-ODOT Fish Passage Repair Pilot Restoration Fund	Cash	Pending	150000	Construction
U.S. Fish and Wildlife Service	Cash	Secured	20000	Construction
Coos Watershed Association	In-Kind	Secured	170661	Grant and contract administration
		Total	1752428	

Budget

Item	Unit Number	Unit Cost	In-kind or non-cash contributions	Funding from other sources	R&E Funds	Total Costs
PROJECT MANAGEMENT						
CoosWA Project development and Permitting	864	39.25	0	33915	0	33915
CoosWA Construction Project Management	560	39.25	0	21980	0	21980
ODFW Fisheries Biologist	190	32	0	6080	0	6080
Weyerhaeuser Engineering Management	1406	80	112480	0	0	112480
		SUBTOTAL(1)	112480	61975	0	174455
IN-HOUSE PERSONNEL						
CoosWA Erosion Control and Planting Crew	160	26.33	0	4213	0	4213
CoosWA Post Implementation monitoring	90	39.25	0	3498	0	3498
		SUBTOTAL(2)	0	7711	0	7711
CONTRACTED SERVICES						
Bridge designs by McGee Engineering	1	15400	0	15400	0	15400
Bridge 4 fill excavation and end hauling (cubic yards)	21000	2.27	0	47670	0	47670
Bridge 4 construction (per lineal foot)	210	3360	0	705600	0	705600
Bridge 5 fill excavation and end hauling (c.y.)	14000	2.27	0	31780	0	31780
Bridge 5 construction (per lineal foot)	140	3360	0	470400	0	470400
Bypass Chute plug construction (c.y.)	35000	6.48	0	76800	150000	226800
		SUBTOTAL(3)	0	1347650	150000	1497650
TRAVEL						
CoosWA Lodging for project development	7	126	0	862	0	862
CoosWA Per Diem for project development	14	66	0	924	0	924
CoosWA Vehicle mileage	4000	0.565	0	2260	0	2260
Weyerhaeuser Engineer vehicle mileage	2500	0.565	1413	0	0	1413
		SUBTOTAL(4)	1413	4046	0	5459
SUPPLIES/MATERIALS						
Project development supplies (notebooks, etc.) lump sum	1	850	0	850	0	850
Construction supplies (stakes, flagging, paint) L.S.	1	1500	0	1500	0	1500
Erosion control seed (50# bag)	5	95	0	475	0	475
Erosion control straw (bale)	200	9.5	0	1900	0	1900
Silt fence (lineal foot)	500	8	0	4000	0	4000
		SUBTOTAL(5)	0	8725	0	8725
EDUCATION/OUTREACH						
	0	0	0	0	0	0
		SUBTOTAL(6)	0	0	0	0
EQUIPMENT						
CoosWA Total Station Rental Fee (daily)	10	75	0	750	0	750
		SUBTOTAL(7)	0	750	0	750
FISCAL ADMINISTRATION						
Coos Watershed Association (16.27% Fed Indirect Cost Rate)	1	0.1627	177657	30000	0	207657
		SUBTOTAL(8)	177657	30000	0	207657
		BUDGET TOTAL	291550	1460857	150000	1902407

Additional Files

Click a link to view that particular file.

[Figures and Tables](#)

[IRS Letter](#)

[Maps Drawings and Photos](#)

[Match Letters](#)

[Secured Permits](#)

[Signature Page](#)

Table 1. Miles of habitat upstream from Oxbow and intrinsic potential.

Species	Miles of Stream Habitat Upstream from Oxbow	% of Upstream Habitat with Intrinsic Potential Greater than 0.5	Intrinsic Potential Metric
Chinook Salmon	11.6	92	Spawning Habitat
Coho Salmon	13.5	77	Juvenile Winter Rearing
Steelhead Trout	16.3	98	Juvenile Winter Rearing

Table 2. Number of days per month on the East Fork Millicoma River at the Oxbow with a Chinook salmon passage window that had sufficient flow depth (>0.79 ft) and was not a velocity barrier (<16.6 ft/s) during 2002-2012.

Year	October	November	December
2002	0	0	18
2003	0	0	17
2004	0	0	8
2005	0	13	21
2006	0	25	25
2007	1	5	22
2008	0	3	13
2009	0	4	10
2010	0	14	25
2011	0	4	4
2012	3	13	28

Table 3. East Fork Millicoma River at the Oxbow, Average Daily Discharge data from 2003-2013.

Month	Days	Average Days/Month with Sufficient Flow Depth for Passage (>0.79 ft)		Average Days/Month with Velocity less than Critical (16.6 ft/s)		Days/Month with No Depth or Velocity Passage Barrier		General Migration Period		
		Coho	Chinook	Coho	Chinook	Coho	Chinook	Coho	Chinook	Steelhead
September	30	0	0	30	30	0	0			
October	31	1	0	31	31	1	0			
November	30	10	5	28	28	10	5			
December	31	19	13	24	25	19	13			
January	31	18	12	25	26	18	12			
February	28	10	6	26	26	10	6			
March	31	18	10	27	27	18	10			
April	30	11	4	29	29	11	4			
September to April	242	86	50	218	221	86	50			
October to March	182	75	46	160	162	75	46			

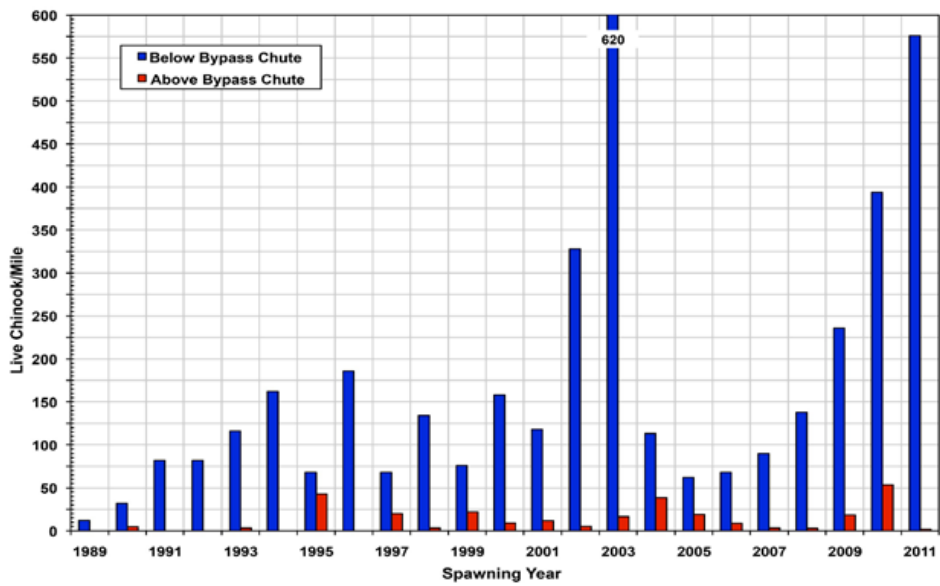


Figure 1. Differences in peak counts of Chinook salmon spawners below and above the Oxbow Bypass Chute.

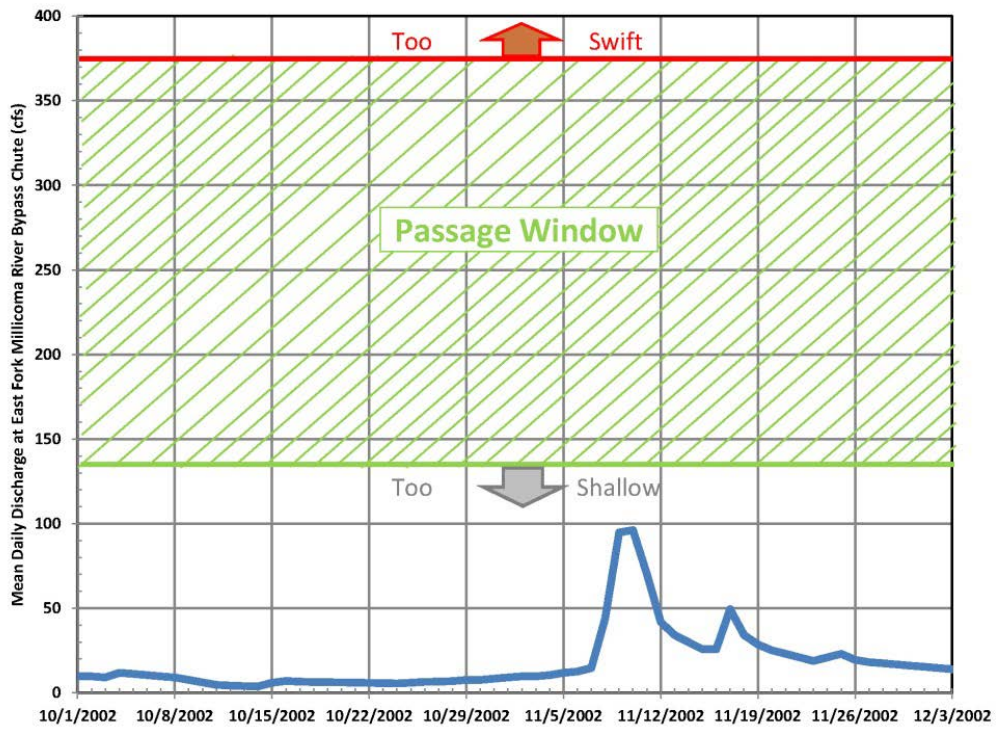
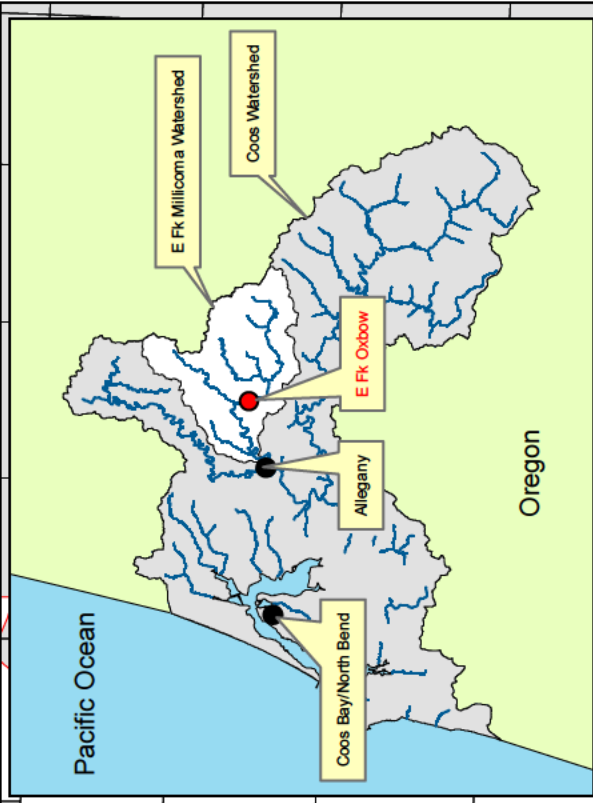
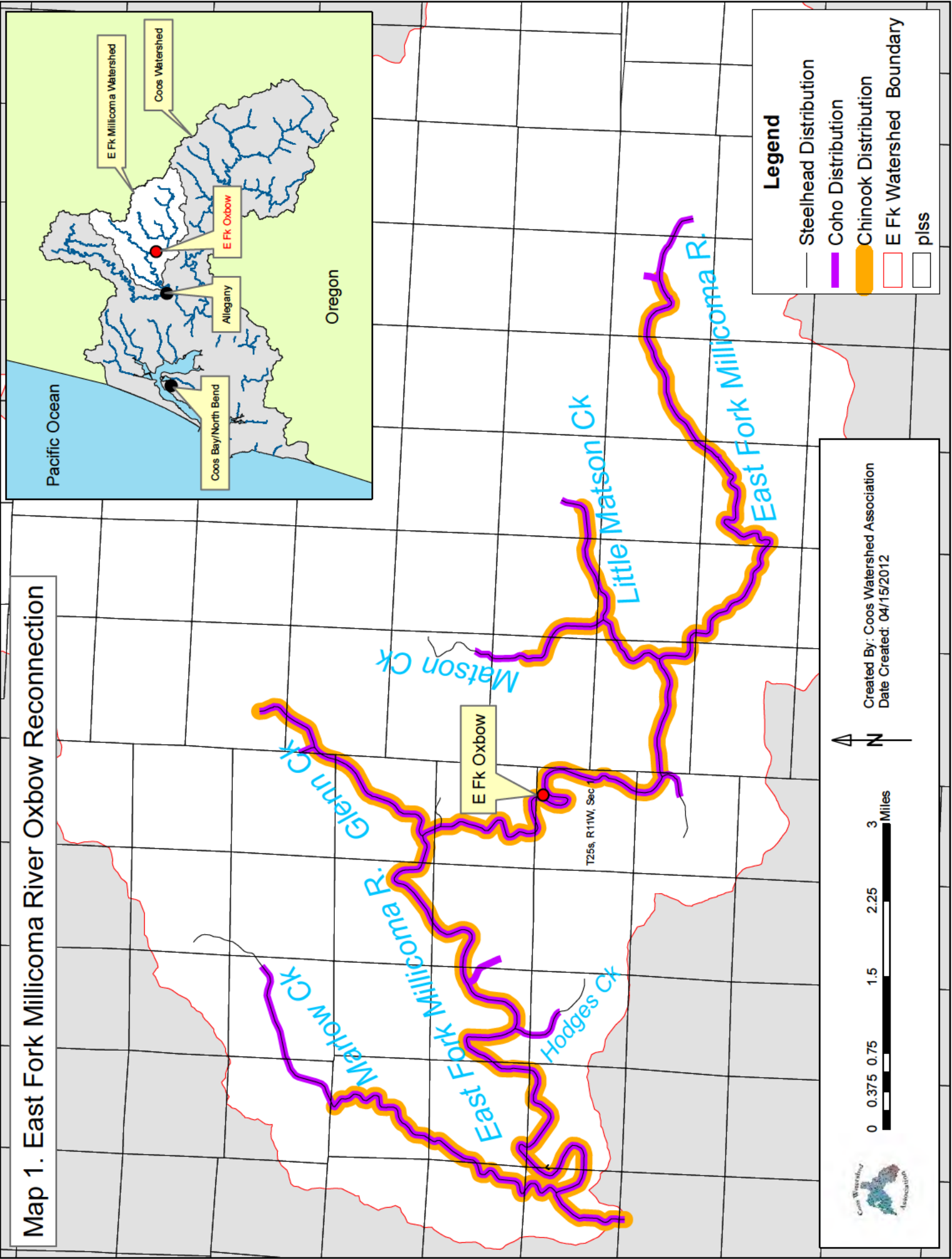


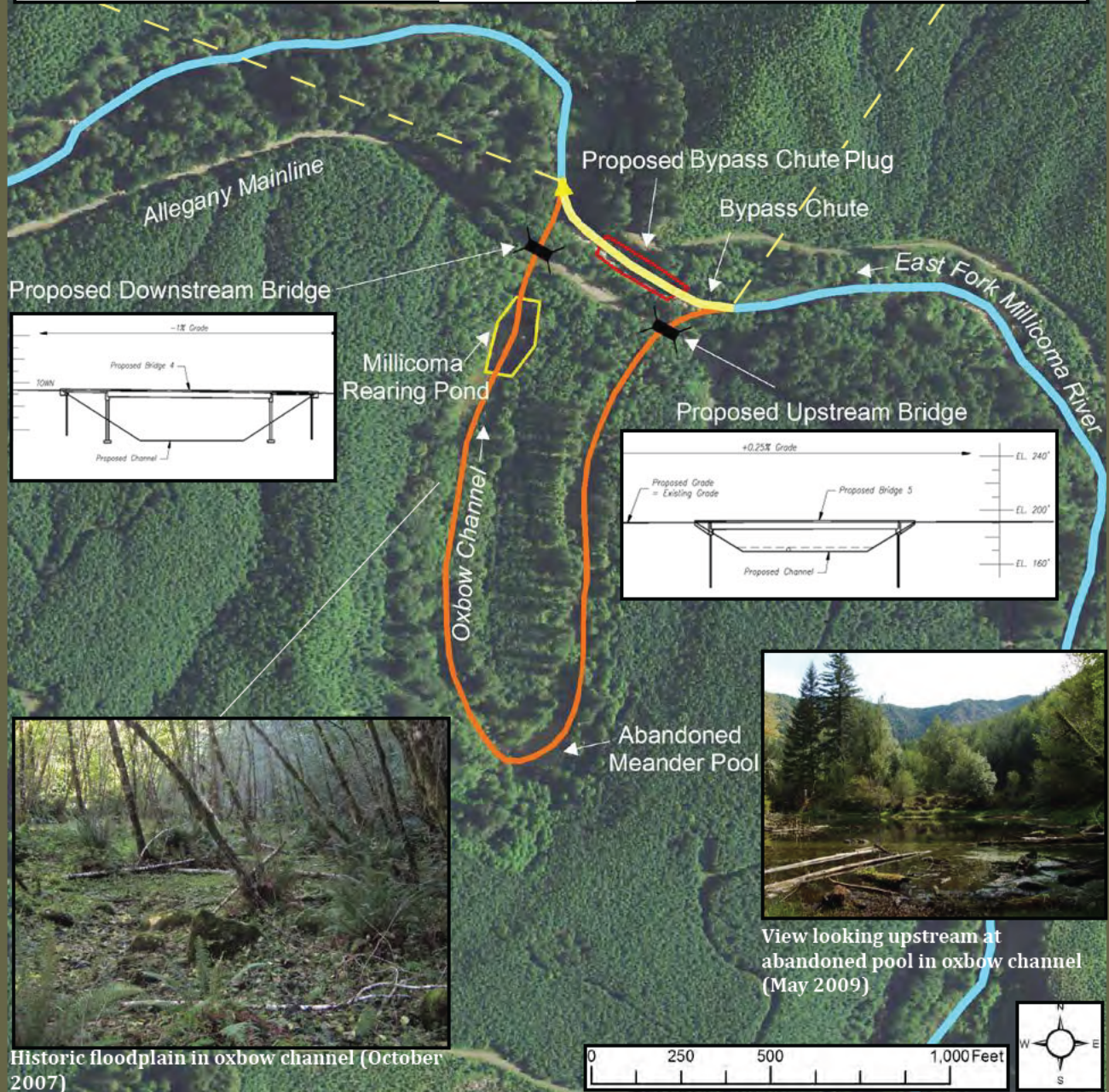
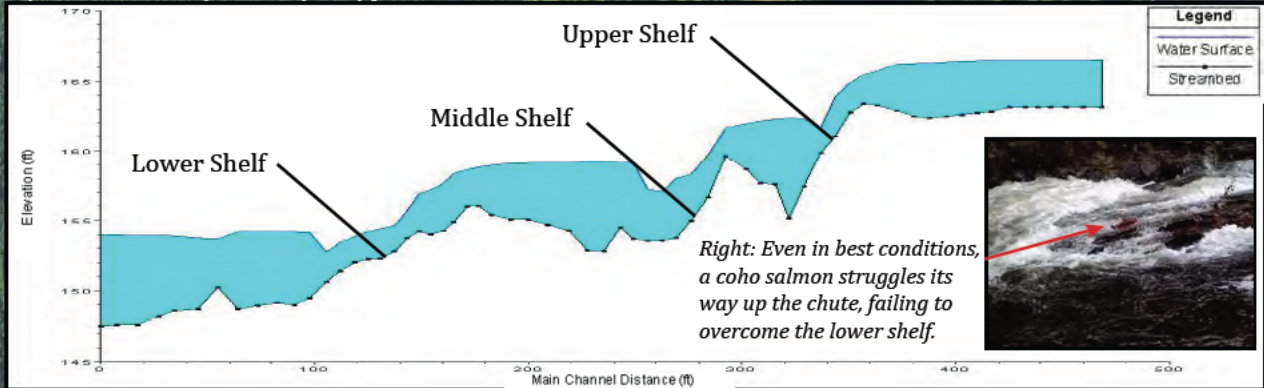
Figure 1. Hydrograph of 2002 Chinook migration period. Graph shows that there were zero days with flow depths sufficient for most Chinook.

Map 1. East Fork Millicoma River Oxbow Reconnection



OXBOW DETAIL MAP

Hydraulic model (HEC RAS) of bypass chute streambed and water surface elevation.



Historic floodplain in oxbow channel (October 2007)

View looking upstream at abandoned pool in oxbow channel (May 2009)

E. Fk. Millicoma River Oxbow Restoration

Coos Watershed Association



NOTE: Map is provided for illustration only and is NOT intended for navigation.

Vicinity Map
Scale: 1:360,000



Rev	Description	By	Date



P.O. Box 1067
Corvallis, OR 97339
Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

80% Preliminary Drawings
NOT FOR CONSTRUCTION

Coos Watershed Association

East Fork Millicoma River Oxbow

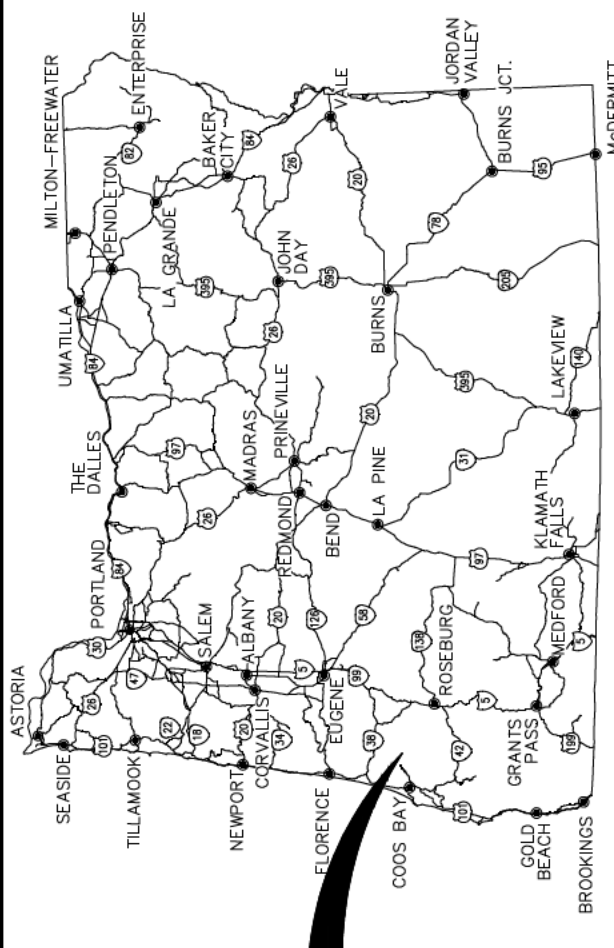
Title Sheet

Designed: A. Dunn

Date: 9-19-2014

Drawn: A. Dunn

Sheet 1 of 18



PROJECT

PROJECT LOCATION

ROAD NO. 1000 (Allegany Mainline)
MILEPOST 7
LATITUDE N 43° 26.274'
LONGITUDE W 123° 56.934'
LEGAL DESC. NE NW SECT 1 T25S R11W

DRIVING DIRECTIONS

From downtown Coos Bay, take Hwy 101 South for 1 mile.
Turn left onto OR 241/Coos River Hwy for 1.1 miles.
Turn right at D Street to remain on OR 241 for 14.5 miles.
Stay right after 2.5 miles to go over green bridge.
Stay right onto Weyerhaeuser 1000 Line (after Marlow Creek Road).
Continue on 1000 Line for 7 miles to site.
Approximately 45 minutes.

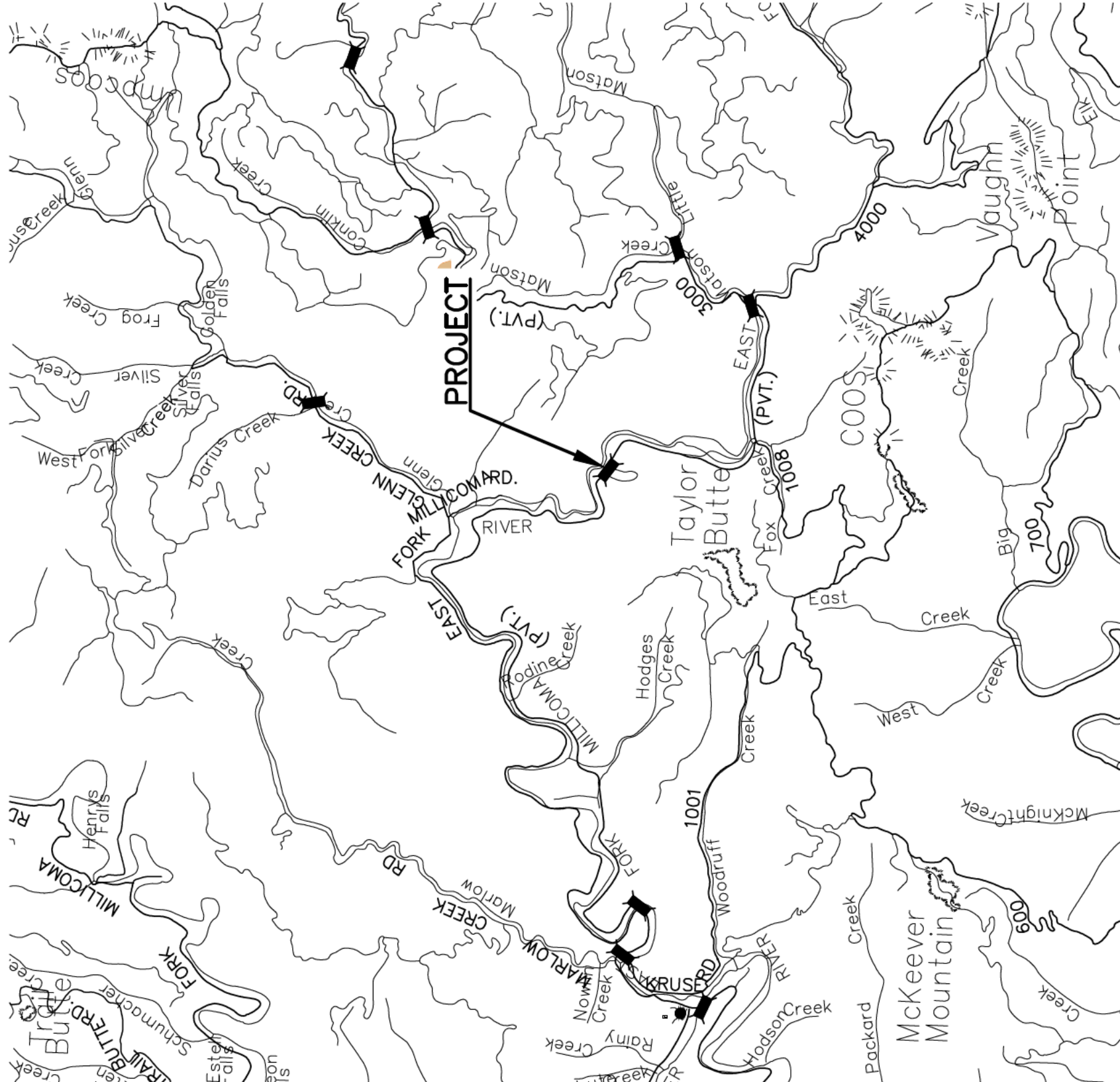
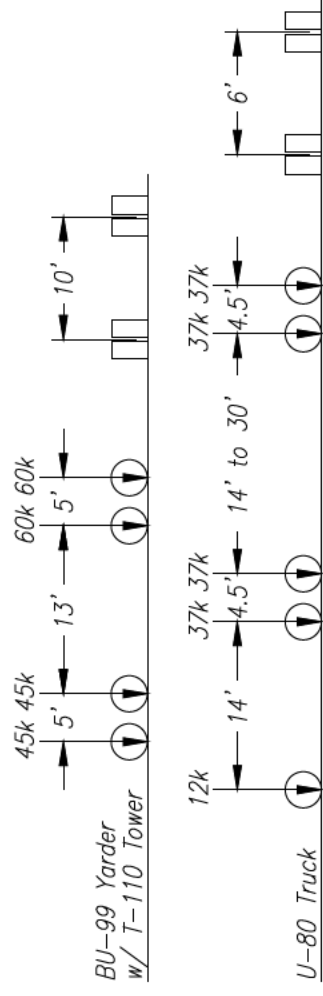
DRAWING INDEX

- Sheet 1 Title Sheet
- Sheet 2 Location Map & General Notes
- Sheet 3 Site Plan (with Existing Contours)
- Sheet 4 Construction Sequence
- Sheet 5 Erosion Control Plan
- Sheet 6 Road Plan & Profile
- Sheet 7 Road Cross Section - STA 2+00
- Sheet 8 Road Cross Section - STA 4+00
- Sheet 9 Road Cross Section - STA 5+75
- Sheet 10 Channel Plan & Profile - Bridge 4
- Sheet 11 Channel Plan & Profile - Bridge 5
- Sheet 12 Bridge 4 Plan, Elevation & Sections
- Sheet 13 Soil Borings - Bridge 4
- Sheet 14 Bridge 5 Plan, Elevation & Section
- Sheet 15 Soil Borings - Bridge 5
- Sheet 16 Bypass Chute Plug Plan, Elevation & Sections
- Sheet 17 Bypass Chute Section
- Sheet 18 Bypass Chute Plug End Detail

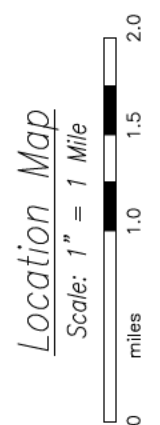
GENERAL NOTES

- 1) Bridges are designed in accordance with AASHTO "Standard Specifications for Highway Bridges," 17th Edition with 2008 Interims. Workmanship and materials shall conform to ODOT "Standard Specifications for Highway Construction," 2008 Edition.
- 2) The bridges are designed for U-80 truck loads with full impact allowance. The bridges are checked for occasional loading with BU-99 Yarder with T-110 Tower by strength design methods. Provision is made in the design for a future wearing surface load of 25 psf.

DESIGN VEHICLES



Rev	Description	By	Date



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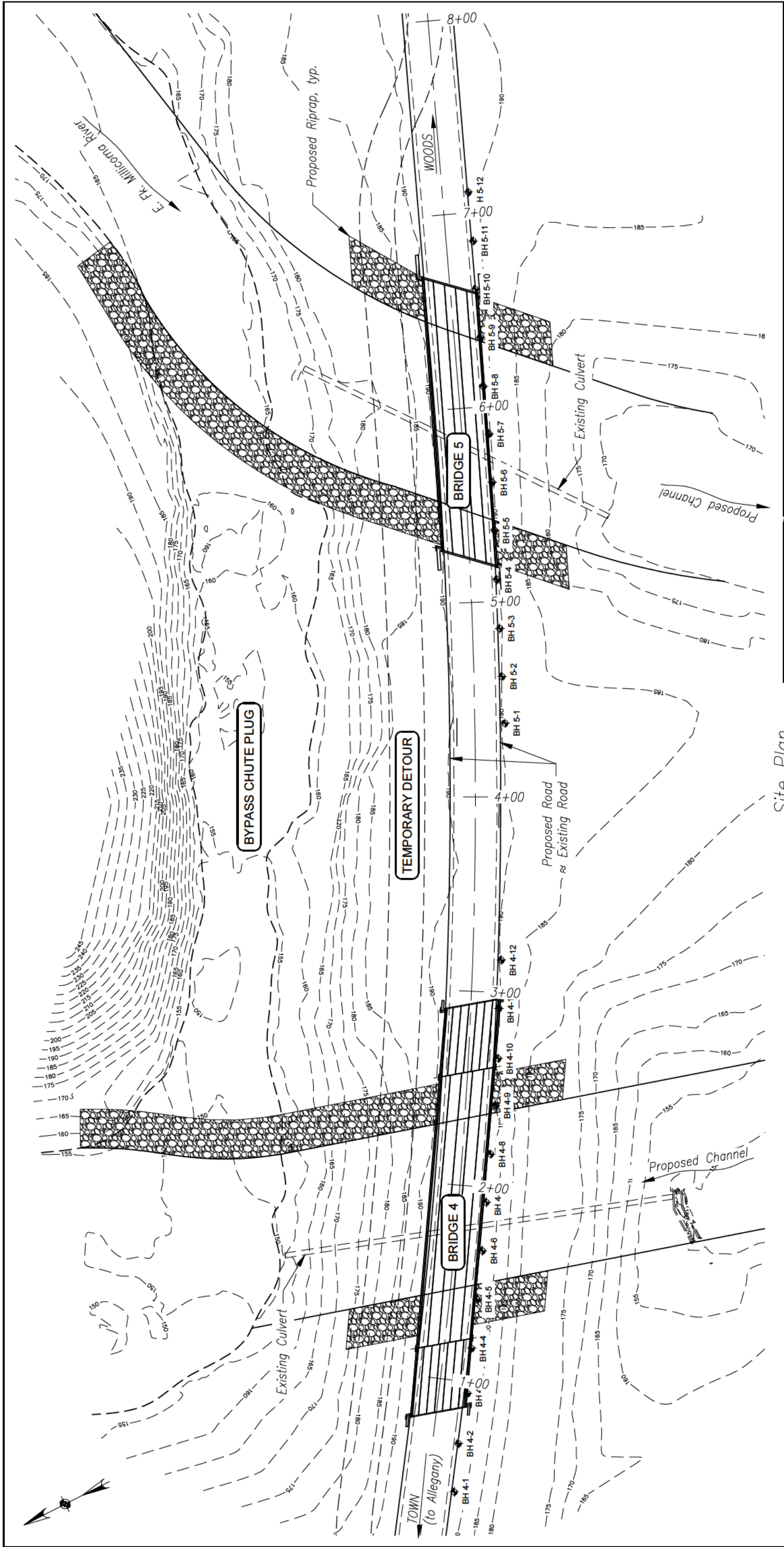


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Coos Watershed Association	
East Fork Milllicoma River Oxbow	
Location Map & General Notes	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 2 of 18



Site Plan
Scale: 1" = 50'



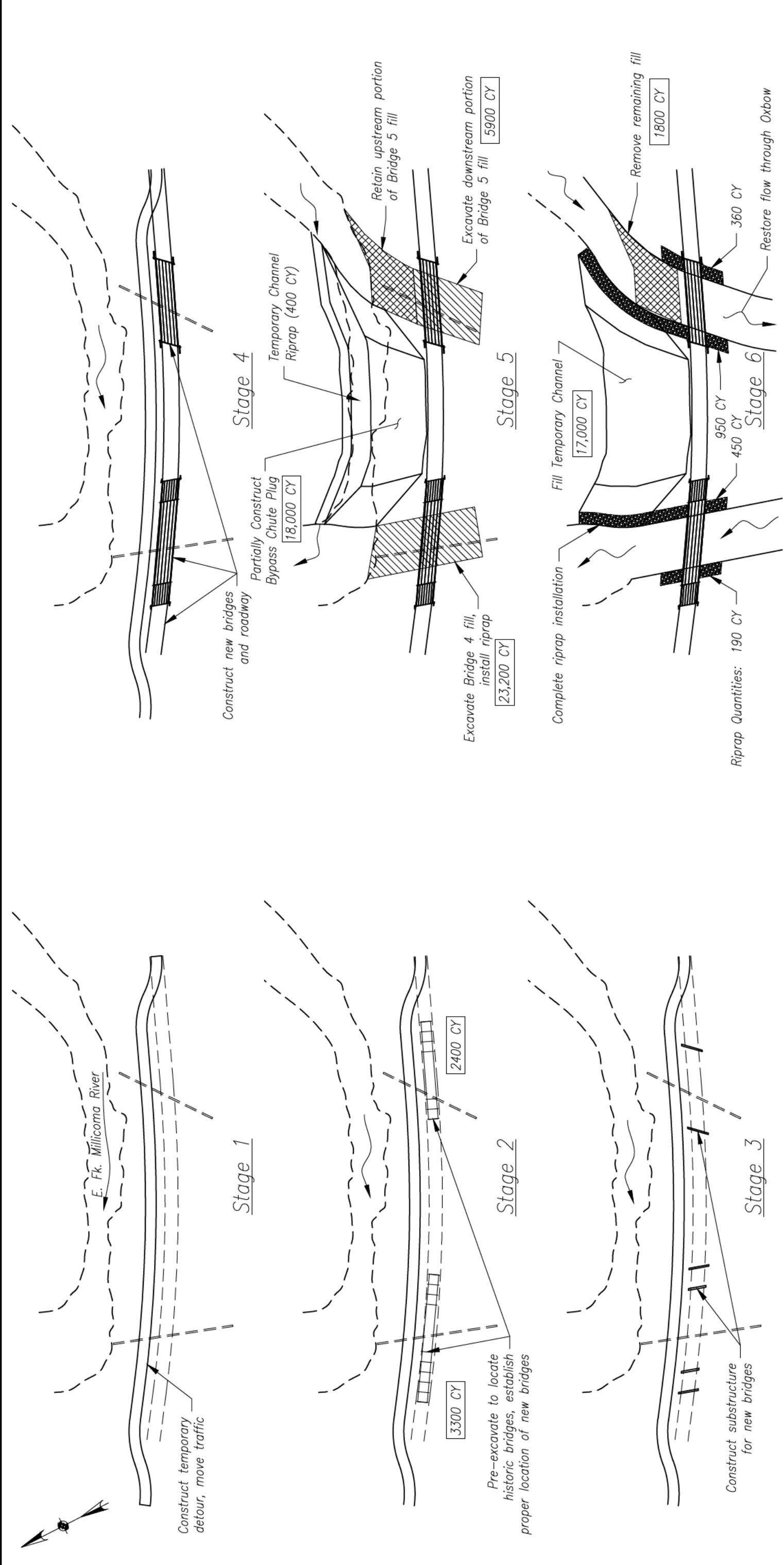
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80% Preliminary Drawings
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Coos Watershed Association	
East Fork Millicoma River Oxbow	
Site Plan (with Existing Contours)	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 3 of 18

Rev	Description	By	Date



Note: All quantities shown are in bank cubic yards.



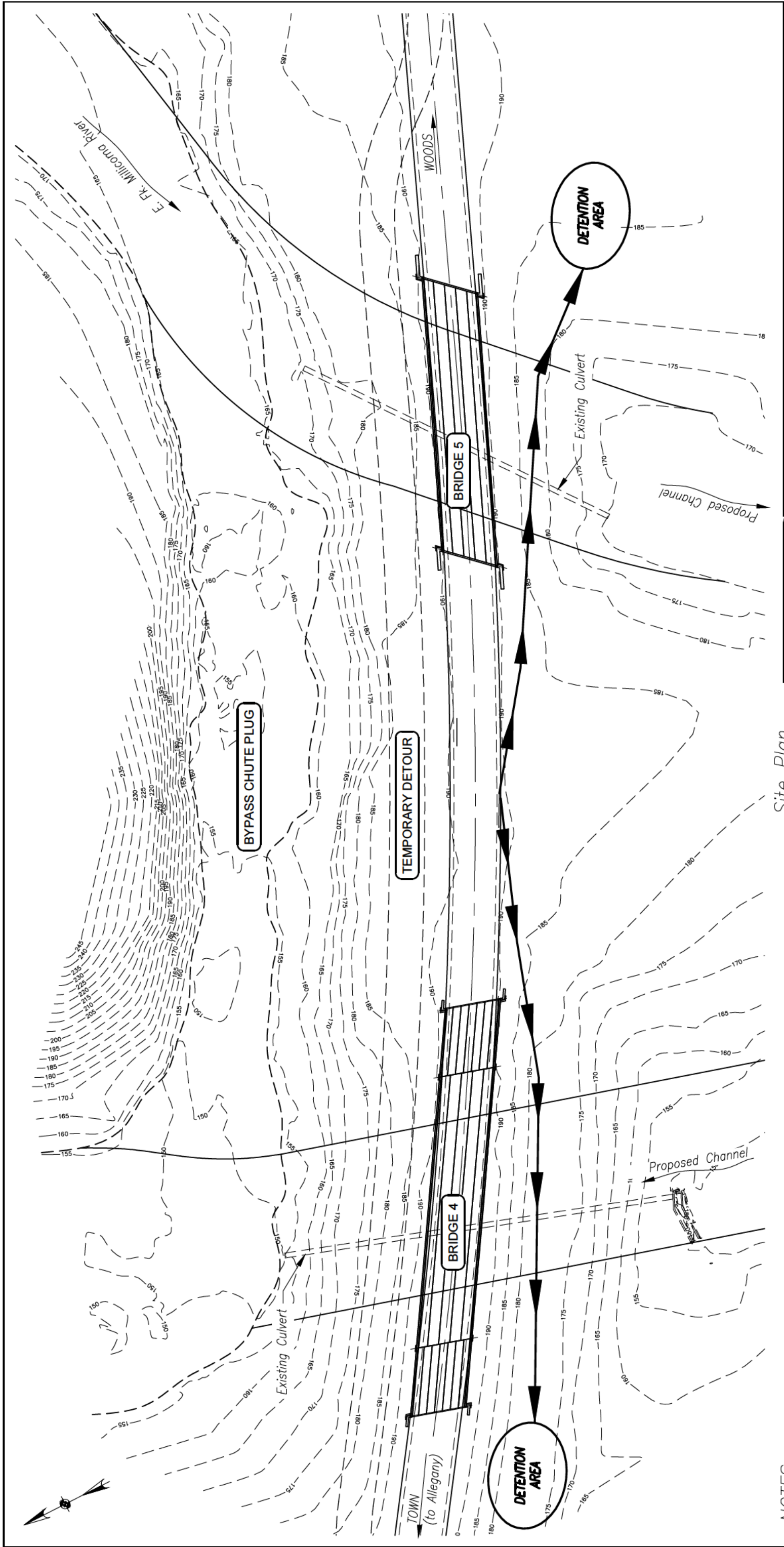
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Coos Watershed Association	
East Fork Millicoma River Oxbow	
Construction Sequence	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 4 of 18

Rev	Description	By	Date



Site Plan
Scale: 1" = 50'

- NOTES**
- 1) Grade site to drain into detention areas as shown.
 - 2) Locate detention areas at least 100' from active water.
 - 3) Release water from detention areas in such fashion that site drainage is free of sediment and contaminants before entering active water.
 - 3) Use ditches, silt fences, and other Best Management Practices to direct site drainage away from active water.

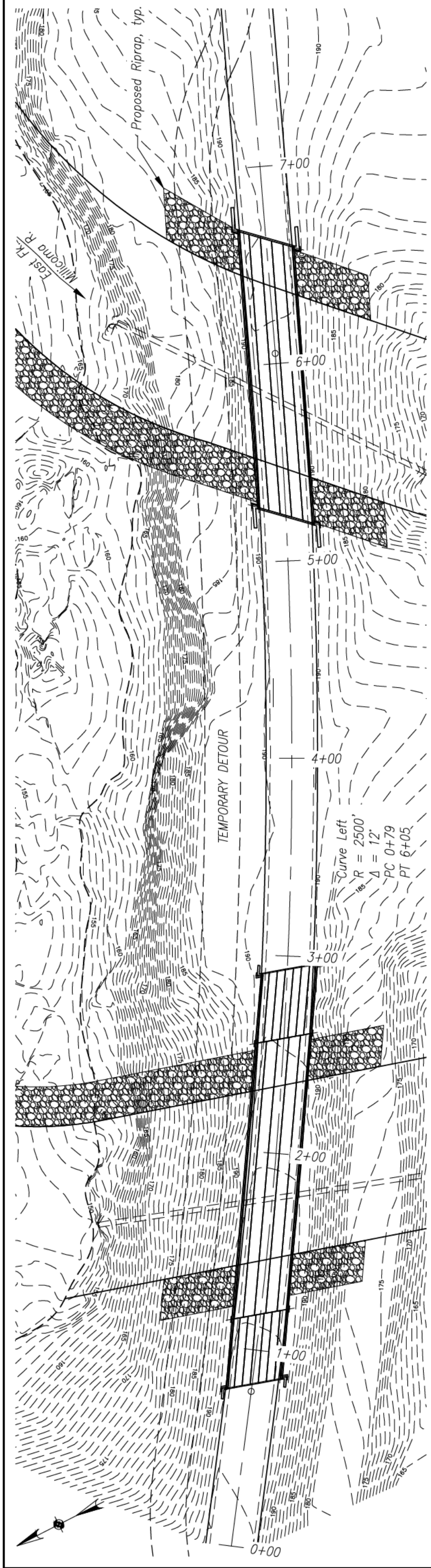
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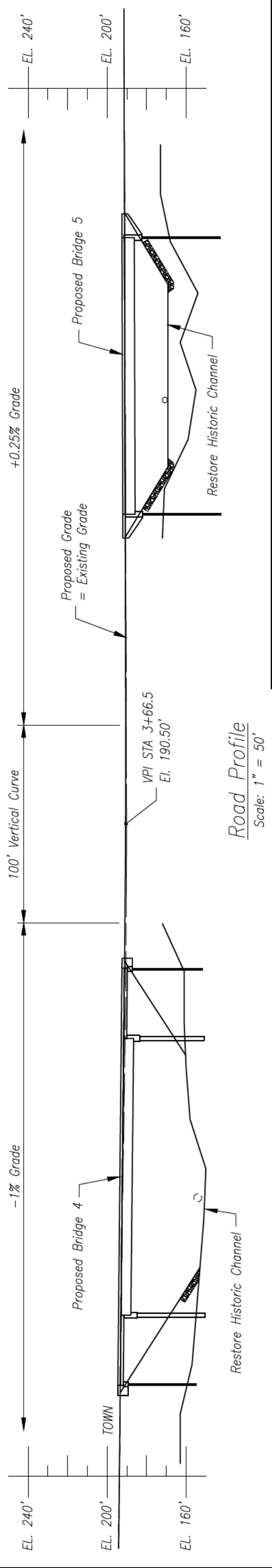
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80% Preliminary Drawings
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Coos Watershed Association	
East Fork Millicoma River Oxbow	
Erosion Control Plan	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 5 of 18



Road Plan
 Scale: 1" = 50'



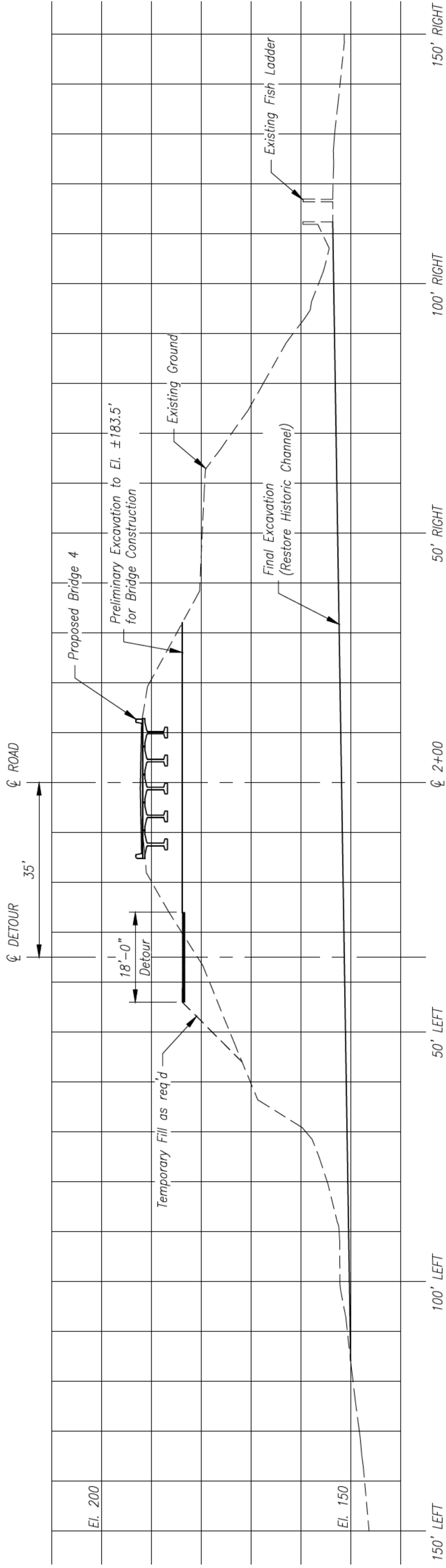
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Coos Watershed Association	
East Fork Millicoma River Oxbow	
Road Plan & Profile	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 6 of 18

Rev	Description	By	Date



Cross Section
Scale: 1" = 20'

Rev	Description	By	Date



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Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

80% Preliminary Drawings
NOT FOR CONSTRUCTION

Coos Watershed Association

East Fork Millicoma River Oxbow

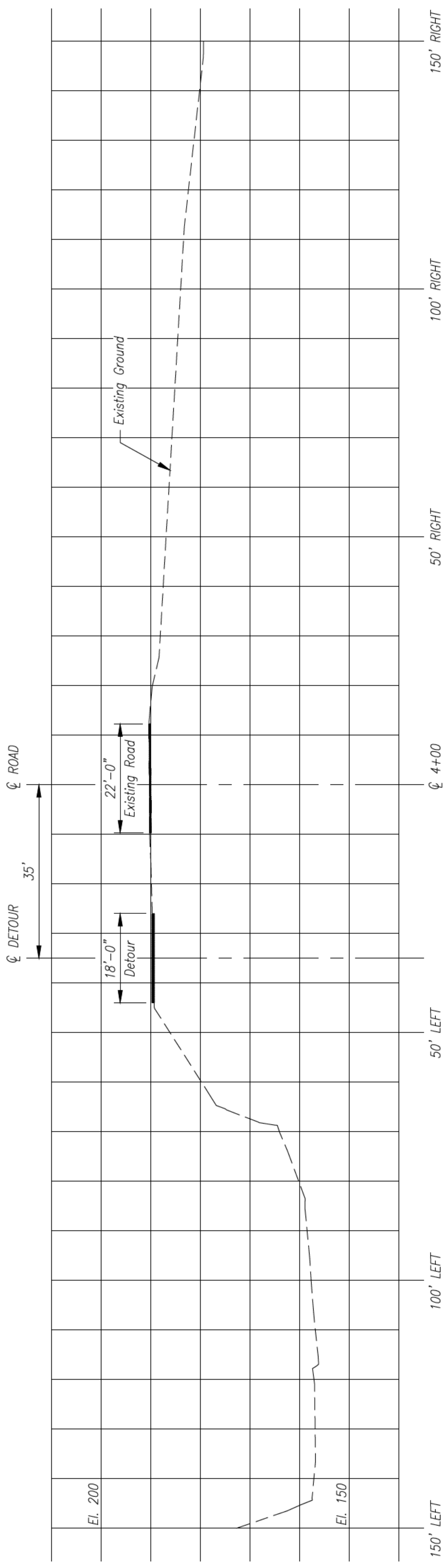
Road Cross Section - STA 2+00

Designed: A. Dunn

Date: 9-19-2014


Drawn: A. Dunn

Sheet 7 of 18



Cross Section
Scale: 1" = 20'

Rev	Description	By	Date

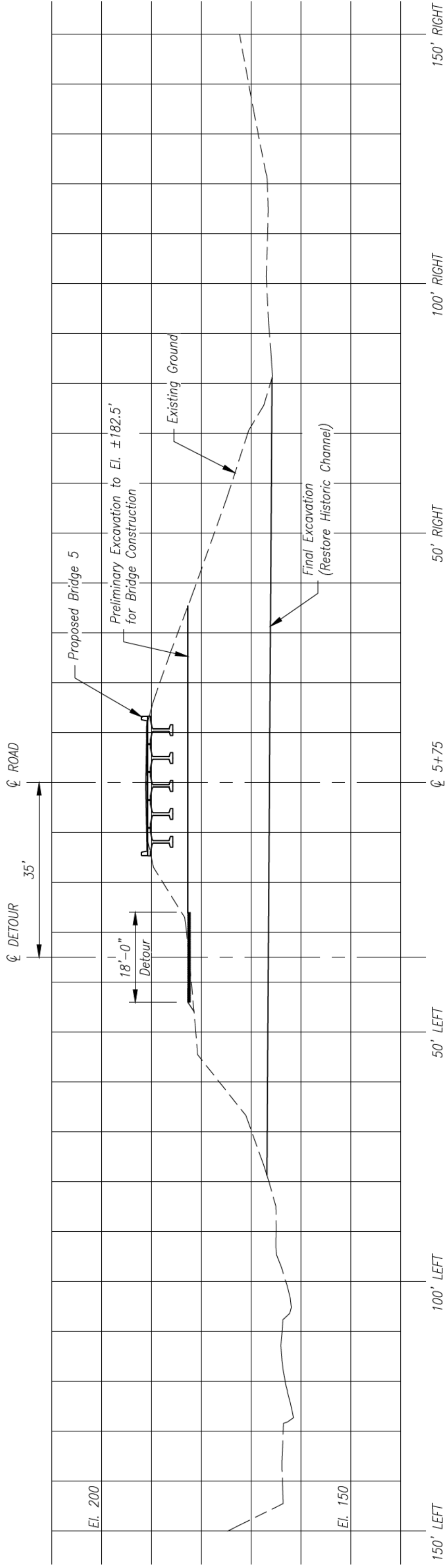


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Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

80% Preliminary Drawings
NOT FOR CONSTRUCTION

Coos Watershed Association	
East Fork Millicoma River Oxbow	
Road Cross Section - STA 4+00	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 8 of 18



Cross Section
 Scale: 1" = 20'

Rev	Description	By	Date

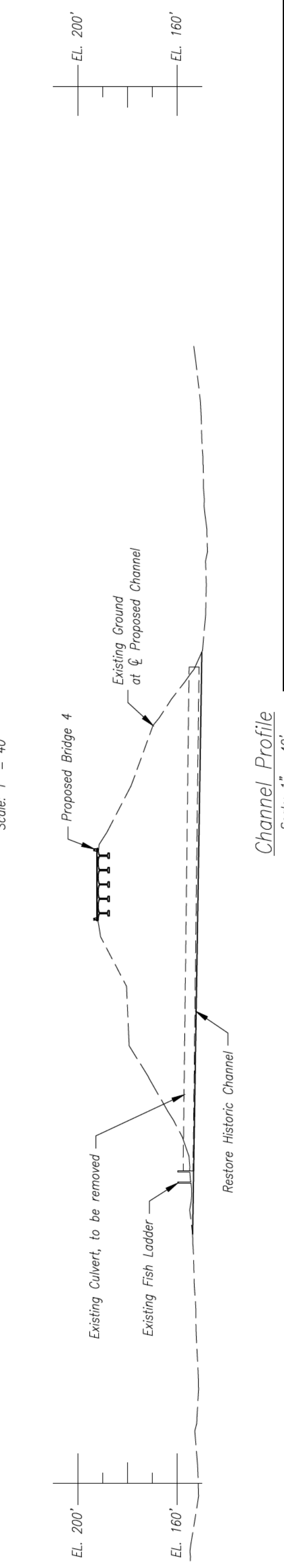
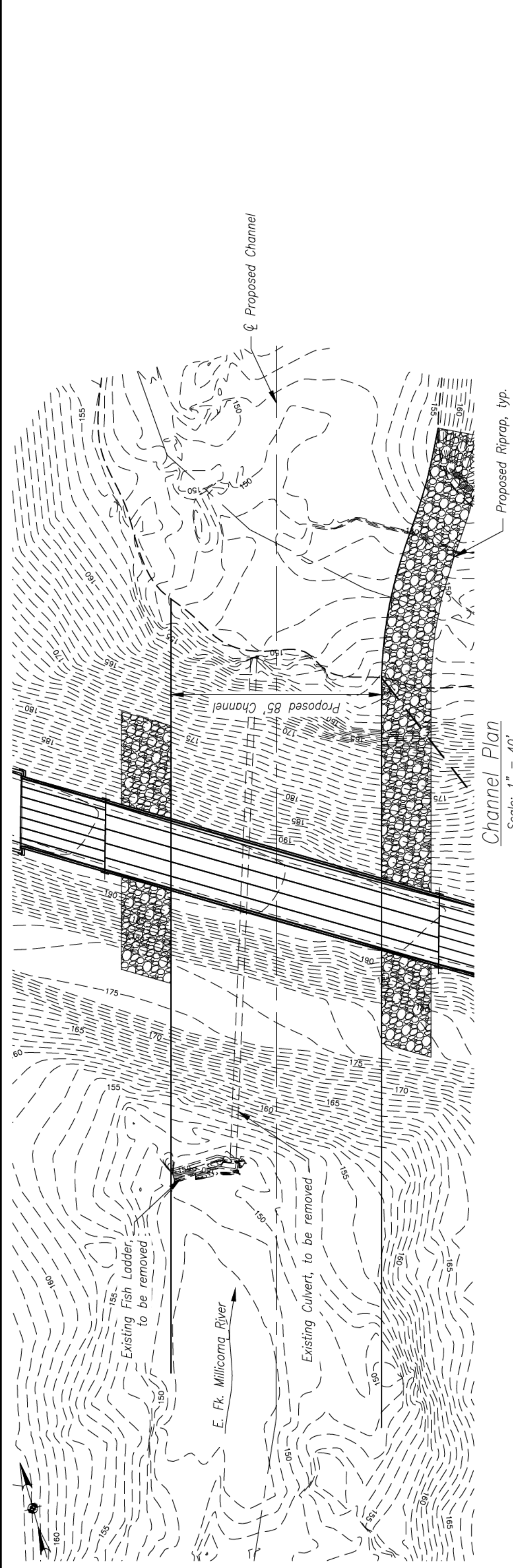


P.O. Box 1067
 Corvallis, OR 97339
 Phone: (541) 757-1270
 Fax: (541) 758-6585


Measures one inch on original drawing.
 Adjust scales accordingly.

80% Preliminary Drawings
 NOT FOR CONSTRUCTION

Coos Watershed Association
 East Fork Millicoma River Oxbow
 Road Cross Section - STA 5+75
 Designed: A. Dunn
 Drawn: A. Dunn
 Date: 9-19-2014
 Sheet 9 of 18



80% Preliminary Drawings
NOT FOR CONSTRUCTION



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Corvallis, OR 97339
Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

Coos Watershed Association

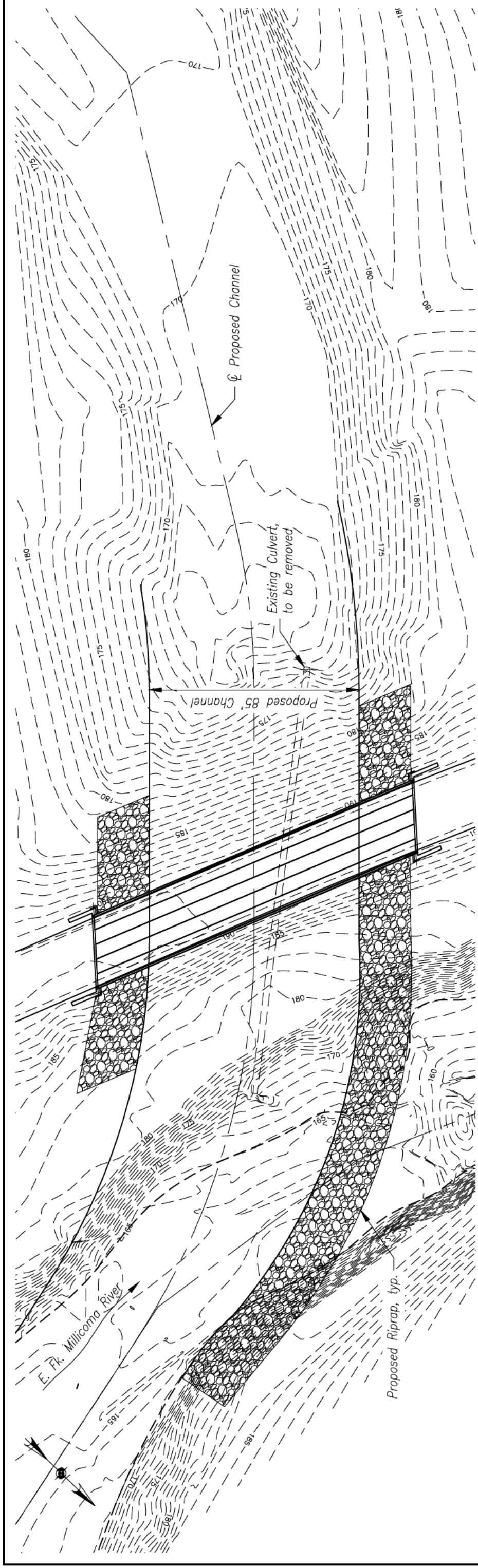
East Fork Millicoma River Oxbow

Channel Plan & Profile - Bridge 4

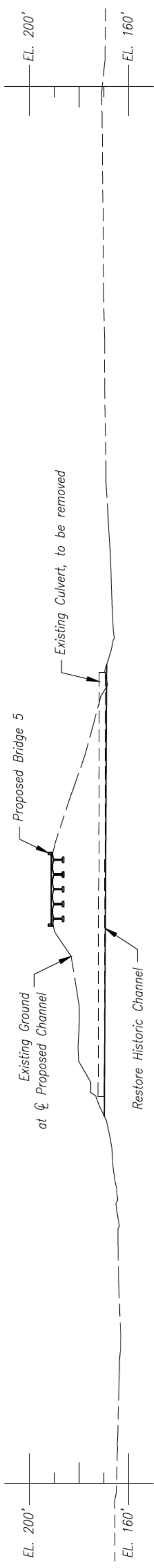
Designed: A. Dunn Date: 9-19-2014

Drawn: A. Dunn Sheet 10 of 18

Rev	Description	By	Date



Channel Plan
Scale: 1" = 40'



Channel Profile
Scale: 1" = 40'



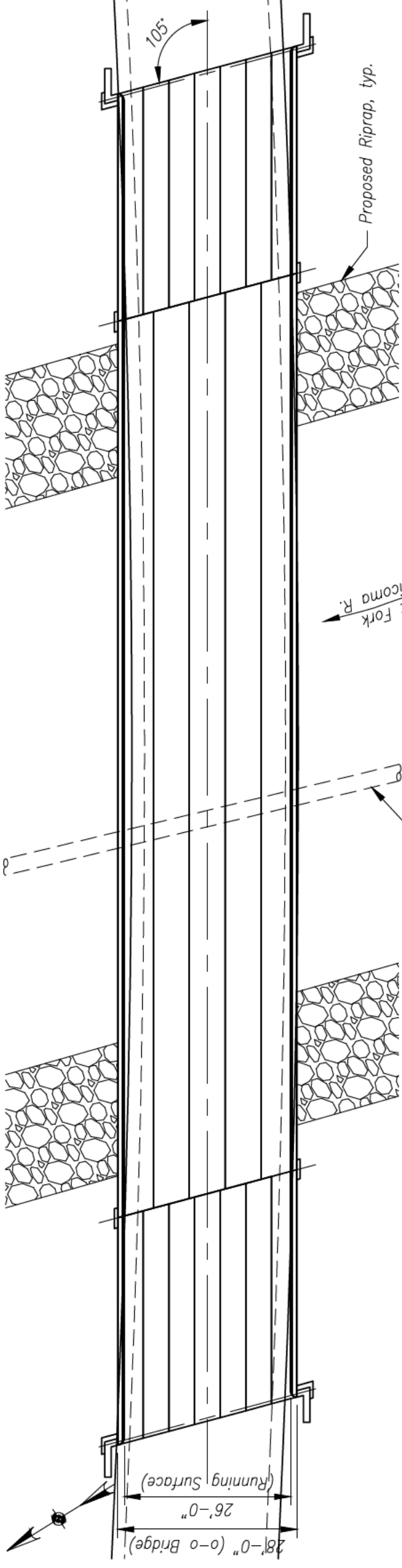
P.O. Box 1067
Corvallis, OR 97339
Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

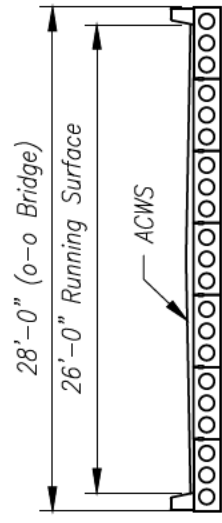
80% Preliminary Drawings
NOT FOR CONSTRUCTION

Coos Watershed Association	
East Fork Millicoma River Oxbow	
Channel Plan & Profile - Bridge 5	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 11 of 18

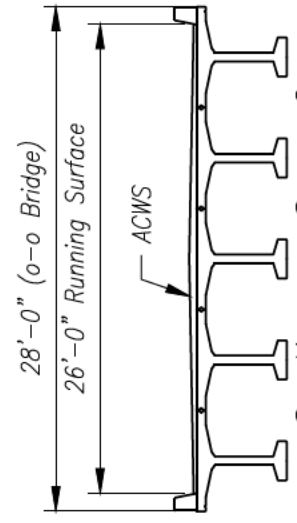
Rev	Description	By	Date



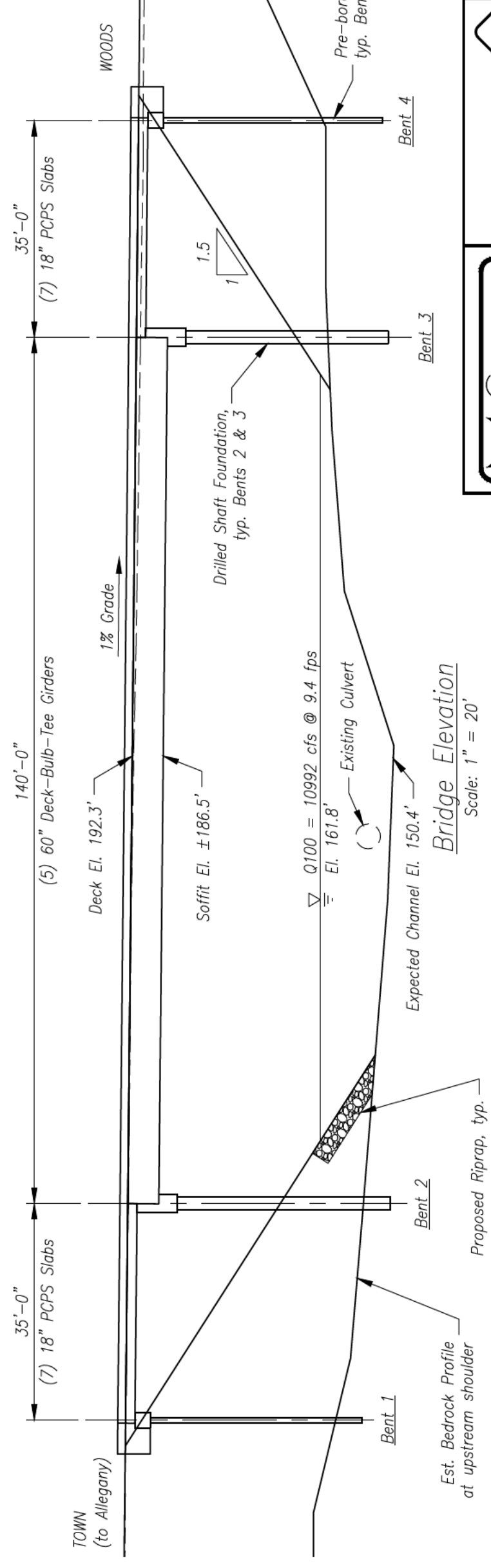
Bridge Plan
Scale: 1" = 20'



Section - Spans 1 & 3
Scale: 3/32" = 1'-0"



Section - Span 2
Scale: 3/32" = 1'-0"



Bridge Elevation
Scale: 1" = 20'

80% Preliminary Drawings
NOT FOR CONSTRUCTION



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Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

Coos Watershed Association

East Fork Millicoma River Oxbow

Bridge 4 Plan, Elevation & Sections

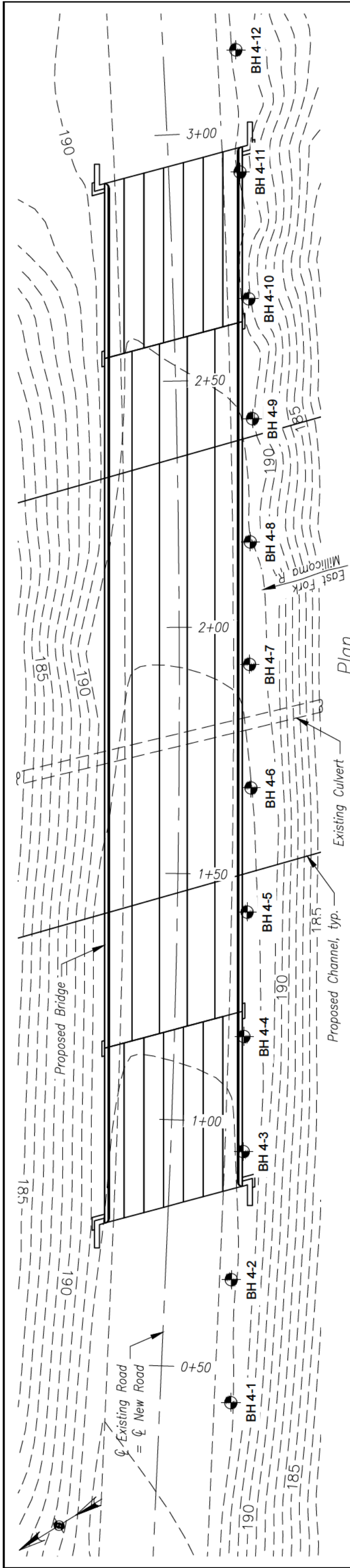
Designed: A. Dunn

Date: 9-19-2014

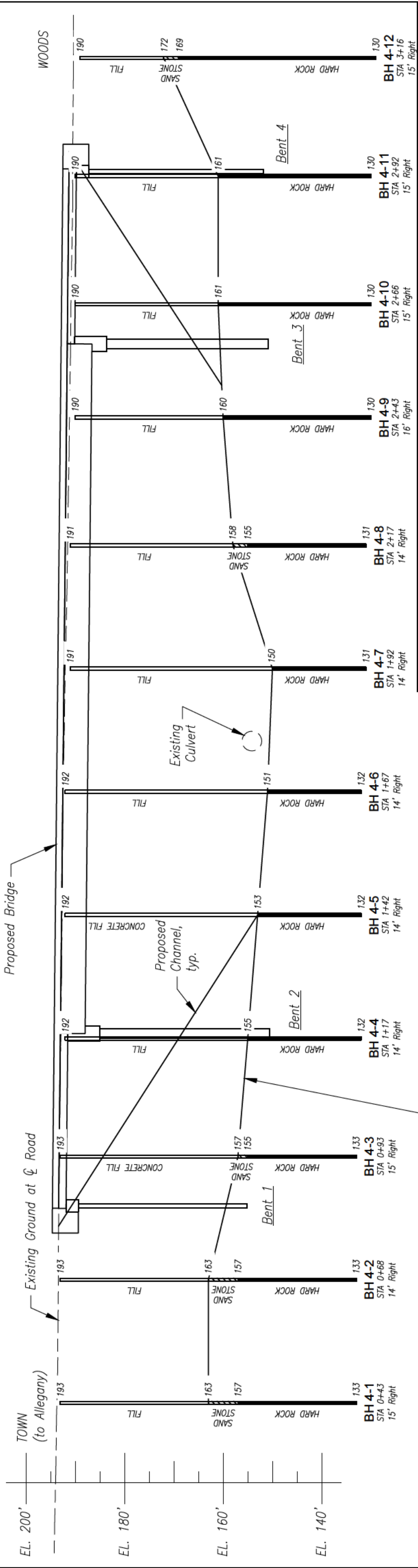
Drawn: A. Dunn

Sheet 12 of 18

Rev	Description	By	Date



Plan
Scale: 1" = 20'



Elevation
Scale: 1" = 20'



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Phone: (541) 757-1270
Fax: (541) 758-6585

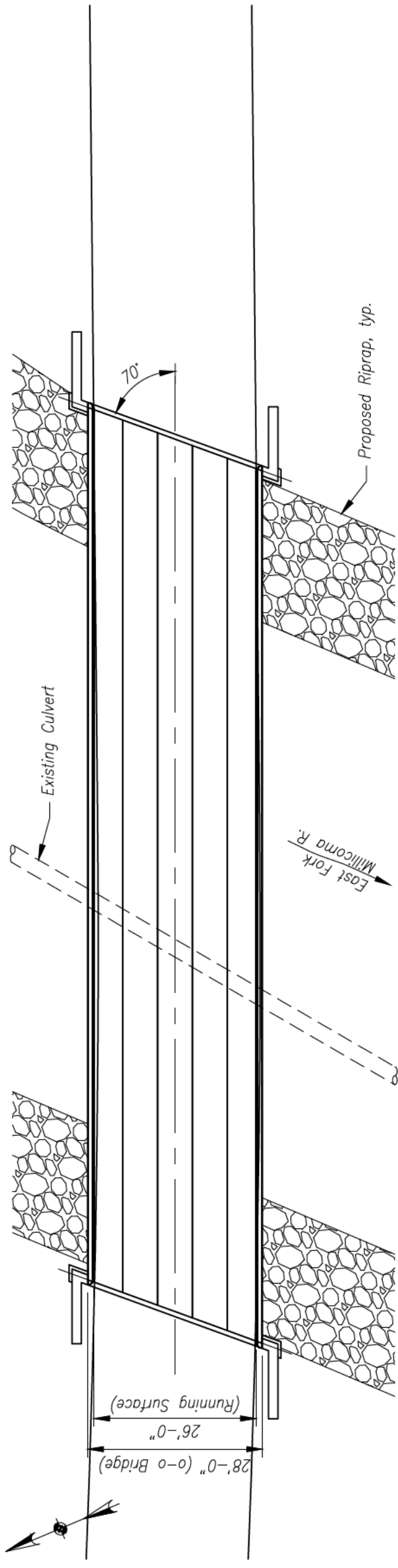
Measures one inch on original drawing.
Adjust scales accordingly.

Coos Watershed Association
East Fork Millicoma River Oxbow
Soil Borings - Bridge 4
Designed: A. Dunn
Drawn: A. Dunn

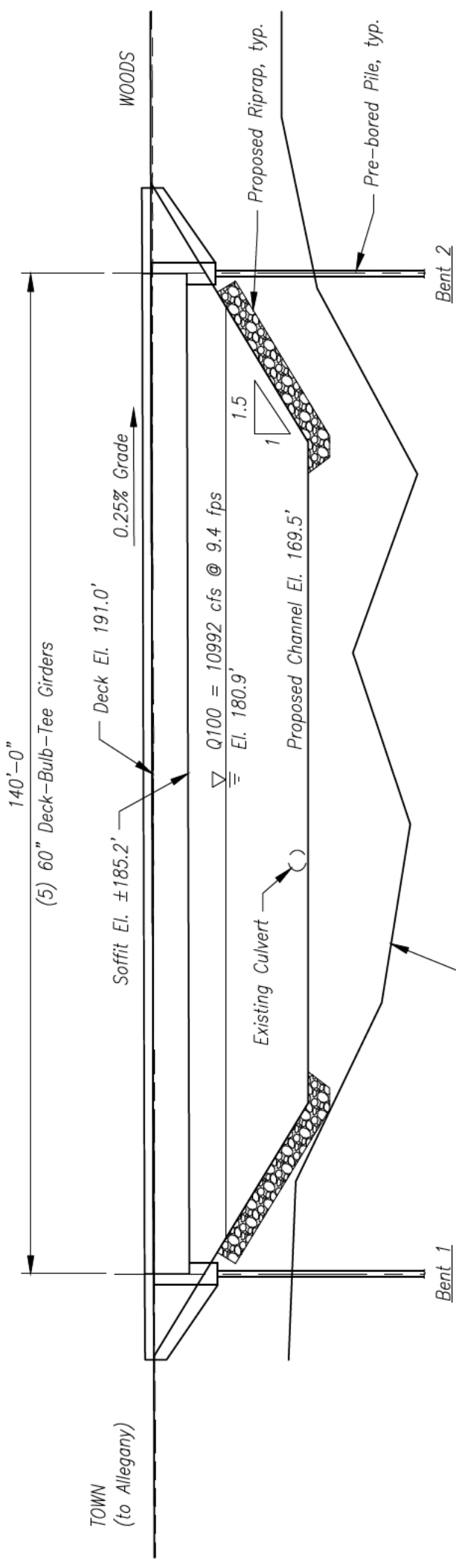
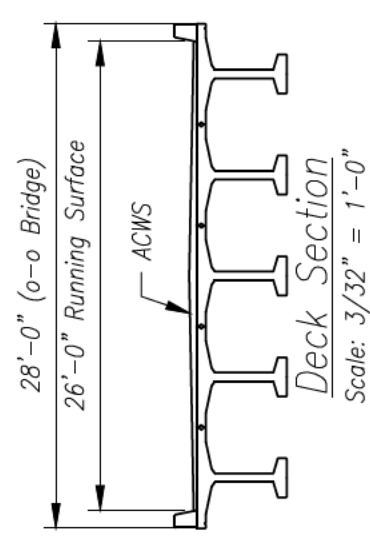
80% Preliminary Drawings
NOT FOR CONSTRUCTION

Rev	Description	By	Date

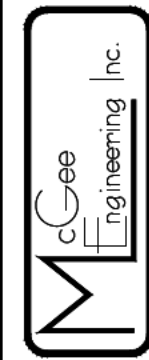
Borings were drilled on October 12, 2012



Bridge Plan
Scale: 1" = 20'



Bridge Elevation
Scale: 1" = 20'



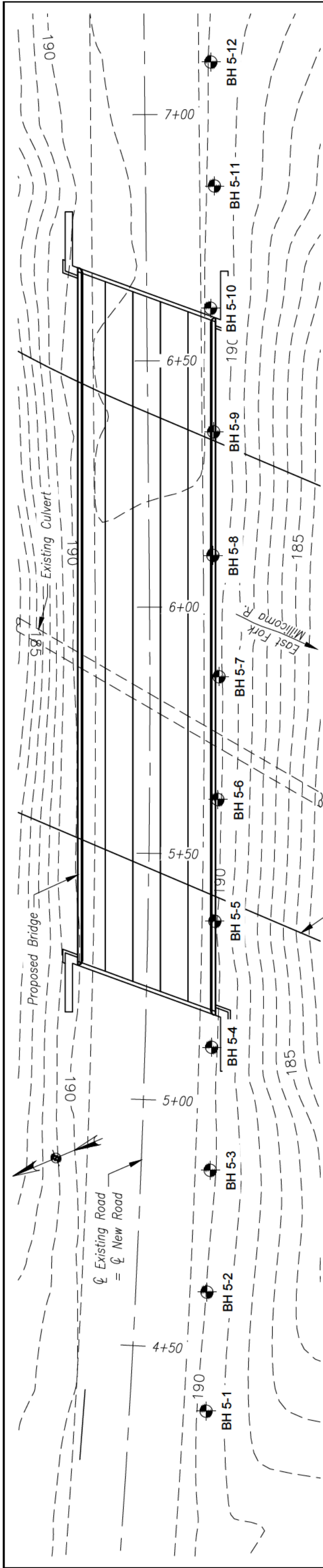
P.O. Box 1067
Corvallis, OR 97339
Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

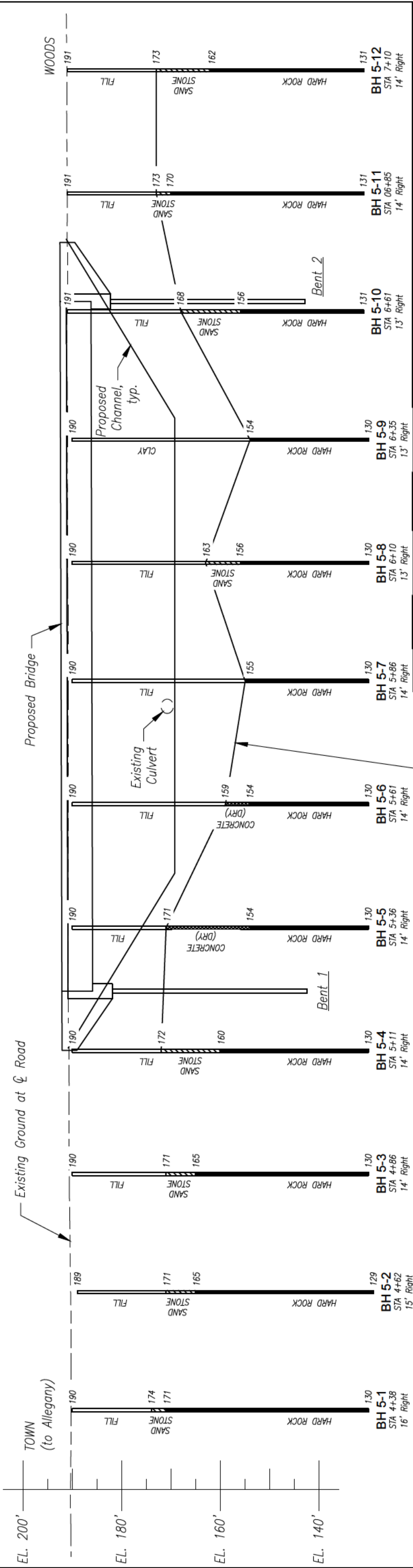
80% Preliminary Drawings
NOT FOR CONSTRUCTION

Coos Watershed Association
East Fork Millicoma River Oxbow
Bridge 5 Plan, Elevation & Section
Designed: A. Dunn
Drawn: A. Dunn
Date: 9-19-2014
Sheet 14 of 18

Rev	Description	By	Date



Plan
Scale: 1" = 20'



Elevation
Scale: 1" = 20'

Coos Watershed Association
East Fork Millicoma River Oxbow
Soil Borings - Bridge 5
Designed: A. Dunn
Drawn: A. Dunn

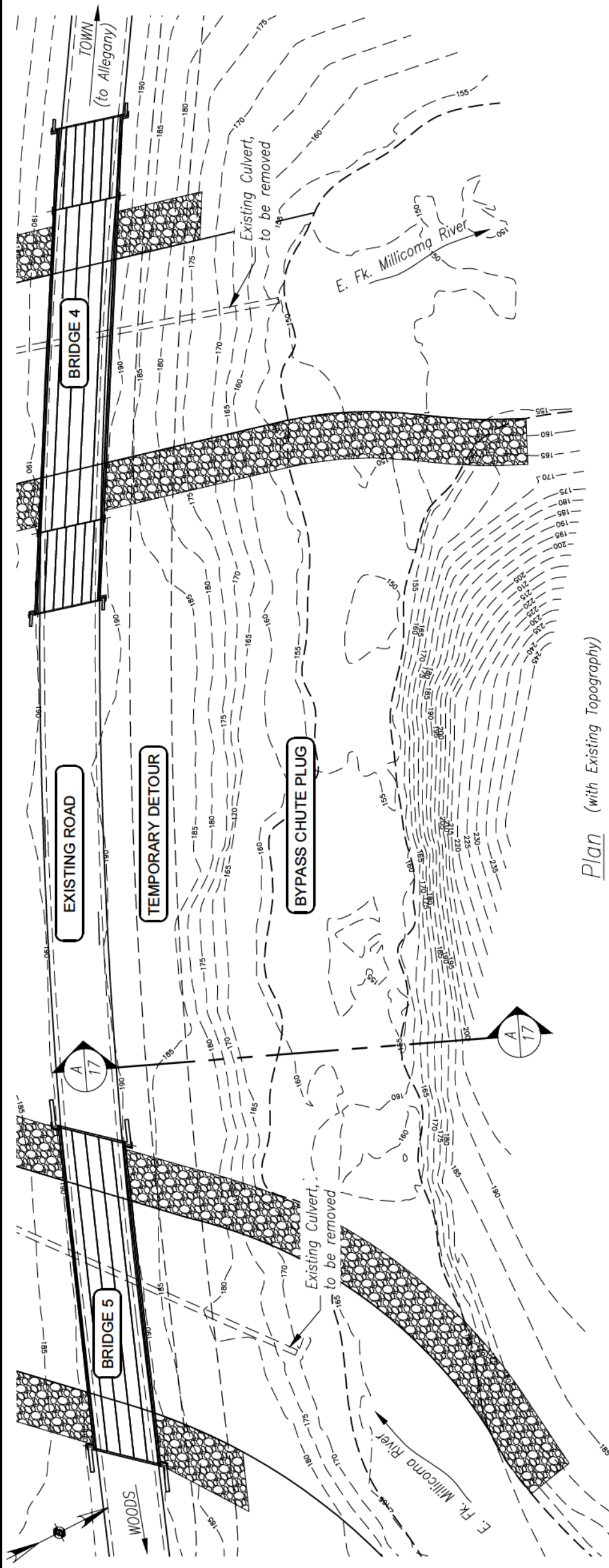
80% Preliminary Drawings
NOT FOR CONSTRUCTION

McGee Engineering Inc.
P.O. Box 1067
Corvallis, OR 97339
Phone: (541) 757-1270
Fax: (541) 758-6585

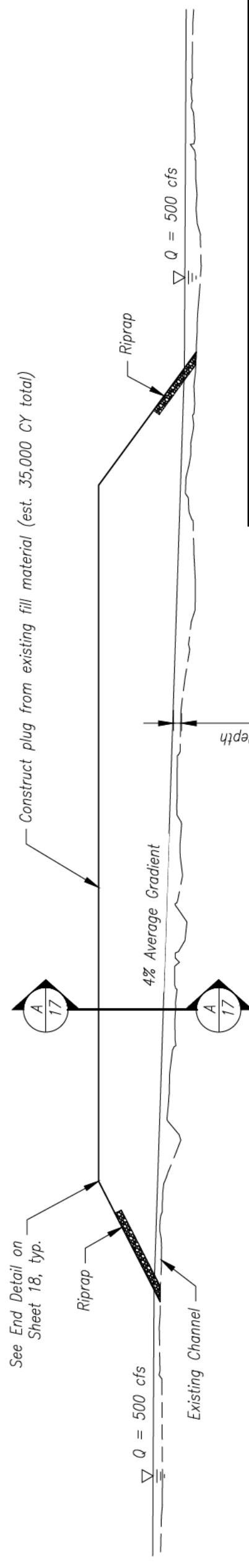
Borings were drilled on October 12, 2012

Rev	Description	By	Date

Measures one inch on original drawing.
Adjust scales accordingly.



Plan (with Existing Topography)
Scale: 1" = 50'



Elevation
Scale: 1" = 50'

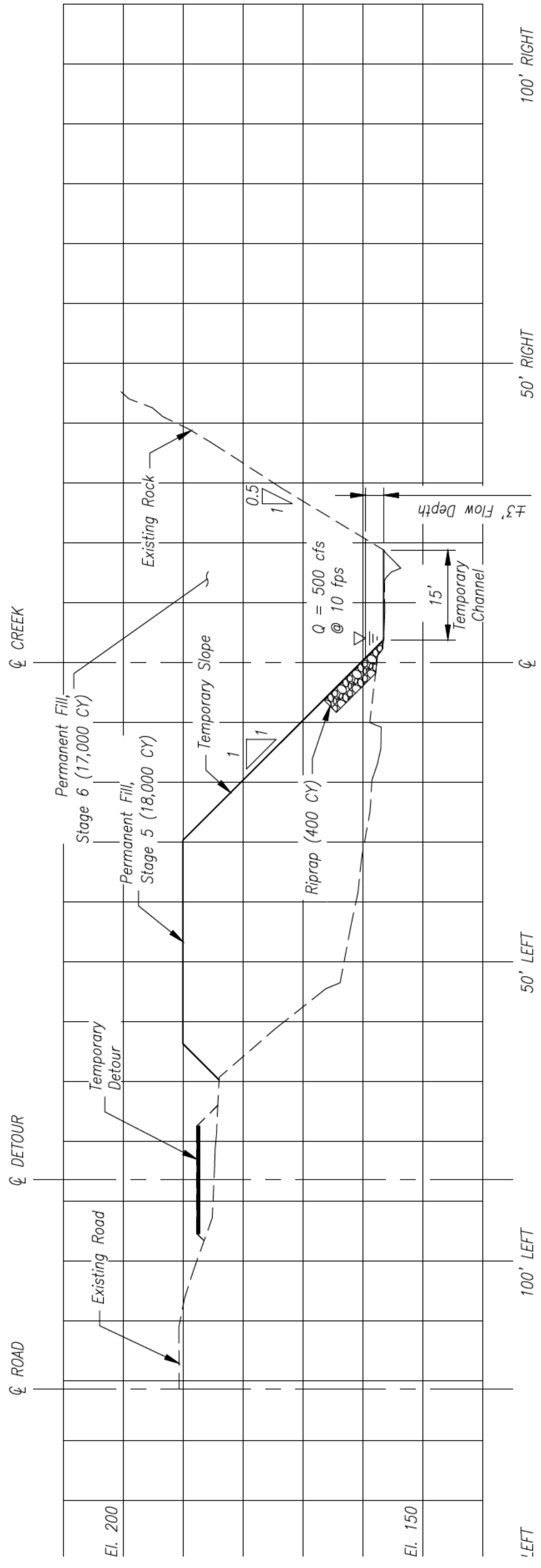
M^cGee Engineering Inc.
 P.O. Box 1067
 Corvallis, OR 97339
 Phone: (541) 757-1270
 Fax: (541) 758-6585

Measures one inch on original drawing.
 Adjust scales accordingly.

80% Preliminary Drawings
 NOT FOR CONSTRUCTION

Coos Watershed Association	
East Fork Millicoma River Oxbow	
Bypass Chute Plan, Elevation & Section	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 16 of 18

Rev	Description	By	Date



A
17
 Cross Section
 Scale: 1" = 20'

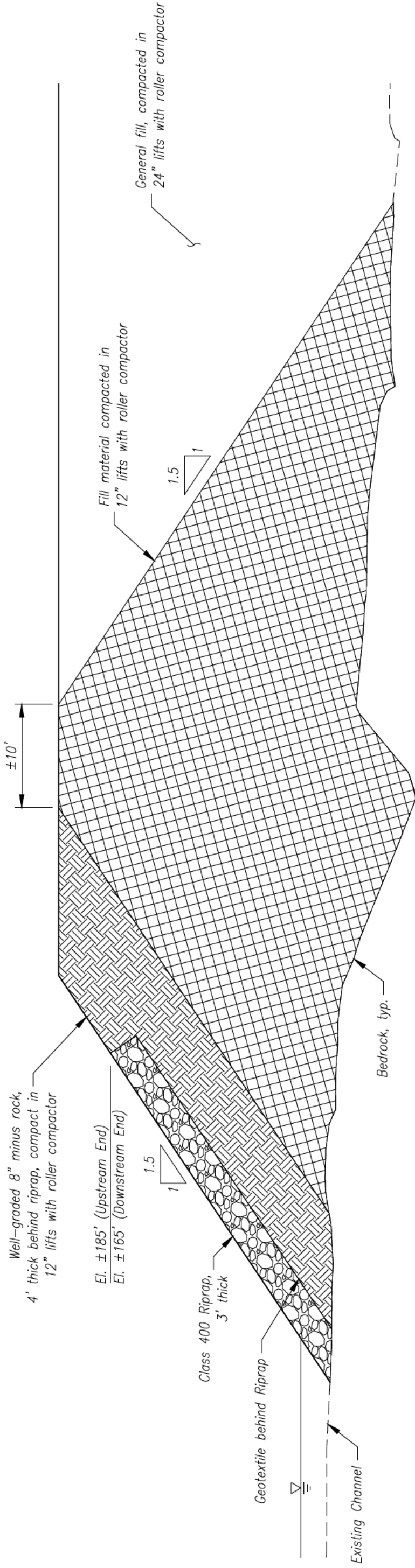
P.O. Box 1067
 Corvallis, OR 97339
 Phone: (541) 757-1270
 Fax: (541) 758-6585

Measures one inch on original drawing.
 Adjust scales accordingly.

80% Preliminary Drawings
 NOT FOR CONSTRUCTION

Coos Watershed Association	
East Fork Millicoma River Oxbow	
Bypass Chute Section	
Designed: A. Dunn	Date: 9-19-2014
Drawn: A. Dunn	Sheet 17 of 18

Rev	Description	By	Date



End Detail
Scale: 1" = 10'

Class 400 Riprap

% by weight	Size of Rock	
	lb.	appx. dia. (in)
20	400-290	20-18
30	290-130	18-14
40	130-15	14-7
10	15-0	7-0

Rev	Description	By	Date



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Phone: (541) 757-1270
Fax: (541) 758-6585

Measures one inch on original drawing.
Adjust scales accordingly.

80% Preliminary Drawings
NOT FOR CONSTRUCTION

Coos Watershed Association

East Fork Millicoma River Oxbow

Bypass Chute Plug End Detail

Designed: A. Dunn

Drawn: A. Dunn

Date: 9-19-2014

Sheet 18 of 18

Project Photos



Photo 1. Upstream view of bypass chute. Note: Excavated ridge on left side of photo (August 2008).



Photo 2. Chum salmon resting just before a failed attempt to get up the middle shelf (Oct 2009).



Photo 3. A Chinook salmon about to feel a hard thud and then have to flop around to get back into the downstream pool (October 2008). Photo credit: Paul Merz.



Photo 4. Photo shows high velocities at lower shelf during a modest winter freshet (January 2010).



Photo 5. Looking upstream at abandoned meander pool in the oxbow channel. (August 2009).



Photo 6. Photo shows best passage conditions for coho salmon. Note: Coho salmon that attempted far channel, was forced back down, got hung up on bedrock shelf (middle) and then took several minutes to flop over into the channel in the foreground (December 2009).



Weyerhaeuser
The future is growing™

Dellwood Operations
98674 Dellwood Lane
Coos Bay OR 97420-9500
Tel (541) 269 9336
Fax (541) 269 7372

Jon Souder
Coos Watershed
Association
P.O. Box 5860
Charleston, OR 97420

April 17, 2015

Dear Jon,

Weyerhaeuser Company is strongly committed to meeting the goals of the Oregon Plan for Salmon and Watersheds. Weyerhaeuser has worked with the Coos Watershed Association (CoosWA) for over two decades to restore salmon and steelhead habitat throughout the Coos watershed as a way to achieve these goals. With decades of partnership experience, we and CoosWA are now capable of embarking upon even larger scale restoration efforts. The East Fork Millicoma River presents an unprecedented opportunity to accelerate the rate of watershed restoration.


Weyerhaeuser Company intends to participate in this partnership by supporting several large restoration projects recently developed by CoosWA using technical assistance grants from the Oregon Watershed Enhancement Board. The first project, *East Fork Millicoma River Oxbow Reconnection*, is the largest and most important project in a much larger, watershed-scale restoration effort. This effort, starting with reconnecting the East Fork Millicoma River Oxbow, which removes the last major barrier to fish passage in the East Fork Millicoma River, continues with several projects that will:

1. Improve stream complexity in 16 miles the East Fork Millicoma River and its major tributaries with additions of wood and boulders; and
2. Minimize delivery of road-related fine sediment to streams within the East Fork Millicoma River basin by upgrading road drainage along 82 miles of forest roads.

As a committed partner in the *East Fork Millicoma River Oxbow Reconnection* project, Weyerhaeuser has already committed \$22,250 of in-kind match for previous project development grants; which is not counted again for this phase of the project. Moving forward, Weyerhaeuser intends to donate \$113,893 of in-kind project management and travel expenses and \$75,327 in materials and contracted services to construct the two bridges and plug the existing bypass chute; for a total match contribution of \$189,220.

We are confident as a result of our longstanding restoration partnership that CoosWA and Weyerhaeuser will be successful in implementing a project of this magnitude. The improved aquatic habitat conditions in the East Fork Millicoma River basin will meet our company's land management objectives, make a substantial contribution towards meeting the goals of the Oregon Plan for Salmon and Watersheds, and ultimately provide both recreational and commercial fishery resources for our local community, state, and country.

Sincerely,


Jason Richardson, P.E.
Logging Engineer
Weyerhaeuser Company, Dell wood Operations



Oregon

Kate Brown, Governor

Department of Fish and Wildlife

Charleston Field Office
63538 Boat Basin Dr.
P.O. Box 5003
Charleston, OR 97420
(541) 888-5515
FAX (541) 888-6860



April 10, 2015

Dear Oregon Watershed Enhancement Board,

The East Fork Millicoma River subbasin comprises roughly 30% of the salmon and steelhead habitat in the Coos River basin. In the late 1950's a moderate gradient section of river on the East Fork (EF) Millicoma River upstream of Hodges Creek was channelized to allow for removal of two bridges. This channelization reduced the effective stream reach from over 3,100 ft. to under 500 ft. Subsequently, the increased streamflow velocities over bedrock chutes of the channelized section have been documented as substantially impeding adult salmonids movements above this location and all juvenile passage. Endangered Species Act (ESA) listed Oregon Coast Coho *Oncorhynchus kisutch*, fall Chinook *O. tshawytscha*, winter steelhead *O. mykiss*, Coastal Cutthroat trout *O. clarki clarki*, and Pacific lamprey *Entosphenus tridentata* need to migrate, spawn, and rear upstream of the affected reach. Resolution of this passage barrier aligns with the strategic goals in the *Oregon Coast Coho Conservation Plan for the State of Oregon (2007)*.

The Coos Watershed Association (CWA) has proposed reconnecting the EF Millicoma River to the historical oxbow channel and eliminating flow through the channelized reach. The EF Millicoma River has an Active Channel Width of just over 80 ft. at the location of the proposed project. Redirecting streamflow from the bedrock dominated channelized segment into the historical channel will require a thorough level of surveying and engineering to maximize the success of the project. While this project is highly complex, the Coos Watershed Association has demonstrated the technical capabilities to successfully plan, implement, and monitor this project.

Reestablishing full fish passage at this location is needed to bring adult fall Chinook and Coho Salmon escapement levels to equilibrium of the currently restrictive channelized reach. The final project would restore 3,100 ft. of productive lower gradient habitat to the EF Millicoma River. This project represents a collaborative effort of the CWA, Weyerhaeuser Timber Company, and the Oregon Department of Fish and Wildlife (ODFW) and is a valuable example of the type of projects that can be achieved through a collaborative effort. ODFW Coos-Coquille-Tenmile Fish District is highly supportive of this project as it is anticipated to increase escapement for fall Chinook salmon by roughly 200+ % upstream of this point and eliminate migrational issues for Coho and winter steelhead. We are fully supportive of efforts leading to reconnection of the EF Millicoma River to this dewatered oxbow. ODFW staff have contributed 60 hrs to date providing technical guidance for the project and anticipate working an additional 190 hrs. (60 hrs. in year 1 of implementation; 40 hrs. in year 2; and 30 hrs. in year 3) on the technical aspects of this project, including planning, fish salvage/work area isolation, implementation and effectiveness monitoring (Oasis spawning surveys). The In-Kind value of this contribution is approximately \$6,080. **Note:** All ODFW match is contingent upon available staff time. The agency may face substantial staffing/program reductions in the 2015-17 biennium due to budget shortfall.

Sincerely,

Christopher W. Claire

Christopher W. Claire
Habitat Protection Biologist
Oregon Dept. of Fish and Wildlife
Coos-Coquille-Tenmile Fish District



United States Department of the Interior

INTERIOR BUSINESS CENTER
Indirect Cost Services
2180 Harvard Street, Suite 430
Sacramento, CA 95815



November 10, 2014

Mr. Jon A. Souder, Executive Director
Coos Watershed Association
P.O. Box 5860
Charleston, OR 97420

Dear Mr. Souder:

Enclosed is the signed original negotiated indirect cost rate agreement that was processed by our office. If you have any questions concerning this agreement, please refer to the signature page for the name and contact number of the negotiator.


As a recipient of federal funds, you are required to submit Indirect Cost Proposals on an annually basis. Proposals are due within 6 months after the close of your fiscal year end and are processed on a first-in, first-out basis.

Common fiscal year end dates and proposal due dates are listed below:

Fiscal Year End Date	Proposal Due Date
September 30 th	March 31 st
December 31 st	June 30 th
June 30 th	December 31 st

Please visit our Web site at http://www.doi.gov/ibc/services/Indirect_Cost_Services for guidance and updates on submitting future indirect cost proposals. The website includes helpful tools such as a completeness checklist, indirect cost and lobbying certificates, sample proposals, excel worksheet templates, and links to other Web sites.

Sincerely,


Deborah A. Moberly
Office Chief

Enclosure

Ref: J:\Other (Non-Profit, Guam,VI,Puerto Rico)\Nonprofit\Coos Watershed Association Cwsh749\FYs 14P
15P\Cwsh-IssueLtr.14P 15P.doc

**Nonprofit Organization
Indirect Cost Negotiation Agreement**

EIN: 93-1146207

Organization:

Coos Watershed Association
P.O. Box 5860
Charleston, OR 97420

Date: November 10, 2014

Report No(s) .: 15-A-0130(14P)
15-A-0131(15P)

Filing Ref.:

Initial Negotiation Agreement

The indirect cost rate(s) contained herein are for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR 230 (OMB Circular A-122) apply, subject to the limitations contained in Section II.A. of this agreement. The rate(s) are negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in 2 CFR 230.

Section I: Rate(s)

Type	Effective Period		Rate*	Locations	Applicable To
	From	To			
Provisional	01/01/14	12/31/14	16.27%	All	All Programs
Provisional	01/01/15	12/31/15	16.27%	All	All Programs

***Base:** Total direct costs, less capital expenditures and the portion of subgrants or subcontracts in excess of the first \$25,000.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Treatment of paid absences: Vacation, holiday, sick leave, and other paid absences are included in salaries and wages and are claimed on grants, contracts, and other agreements as part of the normal cost for the salaries and wages. Separate claims for the costs of these paid absences are not made.

Section II: General

Page 1 of 3

A. Limitations: Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. Changes: The rate(s) contained in this agreement are based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

D. Rate Type:

1. **Fixed Carryforward Rate:** A fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such periods have been determined, an adjustment will be made to the rate for future periods, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

2. **Provisional/Final Rate:** Within 6 months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.

E. Agency Notification: Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.

F. Record Keeping: Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.

G. Reimbursement Ceilings: Grantee/contractor program agreements providing for ceilings on indirect cost rate(s) or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

H. Use of Other Rate(s): If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.

I. Central Service Costs: Where central service costs are estimated for the calculation of indirect cost rate(s), adjustments will be made to reflect the difference between provisional and final amounts.

J. Other:

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.

2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.

3. This negotiation agreement is entered into under the terms of an Interagency Agreement between the U.S. Department of the Interior and the cognizant agency. No presumption of federal cognizance over audits or indirect cost negotiations arises as a result of this Agreement.

4. New indirect cost proposals are necessary to obtain approved indirect cost rate(s) for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rate(s) will apply.

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the Nonprofit Organization:

By the Cognizant Federal Government Agency:

Coos Watershed Association
Grantee/Contractor

U.S. Department of the Interior
Cognizant Agency



/s/

Signature
✓ Jon A. Souder
Name (Type or Print)

Executive Director
Title

11/4/2014
Date

Signature
✓ Deborah A. Moberly
Name

Office Chief
Office of Indirect Cost Services
Title

U.S. Department of the Interior
Interior Business Center
Agency

NOV 10 2014

Date
Negotiated by Sujoy Mukhopadhyay
Telephone (916) 566-7009

From: Cindy Silbernagel <cindy.silbernagel@state.or.us>
Date: April 1, 2015 3:14:40 PM PDT
To: Jon Souder <jsouder@cooswatershed.org>
Cc: Leilani Sullivan <leilani.sullivan@state.or.us>, Mark Grenbemer <mark.grenbemer@state.or.us>, Tara Choate <tara.choate@state.or.us>
Subject: RE: Un-requested Admin as OWEB Match

Hi....yes, Leilani and Randy are correct. I'd put the FNICR match in the cash column since it is a cost to you. And, yes, you can do the same for other funding sources providing admin.

-----Original Message-----

From: Jon Souder [mailto:jsouder@cooswatershed.org]
Sent: Wednesday, April 01, 2015 12:01 PM
To: Cindy Silbernagel
Cc: Mark Grenbemer
Subject: Un-requested Admin as OWEB Match

Cindy -

I assume that you're aware that we're trying to fund a major project, the E.F. Millicoma Oxbow Reconnection. We're revising the budget to get it down to the bare minimum. My Office Manager, Anne Jelinek, was verbally told by Leilani and Randy that we could use as match the amount of administration up to our Federally-negotiated Indirect Cost Rate that we weren't requesting as funding from OWEB. Is this correct? If so, should we show this match as Cash or In-kind? If it is correct, can I assume we could also use the same procedure for Cash Match from our other sources?

Thanks in advance for your assistance.

Jon

Jon A. Souder, Ph.D.
Executive Director
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United States Department of the Interior

FISH AND WILDLIFE SERVICE
Newport Field Office
2127 SE Marine Science Drive
Newport, Oregon 97365
Phone: (541) 867-4558 FAX: (541) 867-4551

April 10, 2015

Oregon Watershed Enhancement Board
775 Summer Street NE, Suite 360
Salem, OR 97301-1290


Dear OWEB Review Team:

This letter is to convey the U. S. Fish and Wildlife Service's Coastal Program's support for the East Fork Millicoma River Oxbow Reconnection and Habitat Restoration Project proposed by the Coos Watershed Association (CWA). The requested funds will assist the CWA with restoring anadromous fish passage on the East Fork by eliminating a velocity barrier in a constructed chute. By reconnecting an historic oxbow and filling in the chute, the river will be returned to its original course and all life stages of anadromous fish, including chum, Chinook, Oregon coast coho, steelhead, coastal cutthroat trout and Pacific lamprey will have unimpeded access to 12-16 miles of habitat above the barrier and 0.6 miles of habitat within the oxbow itself. Subsequent to the reconnection project, restoration activities will be conducted to improve instream conditions including large wood placements and road improvements will be implemented to eliminate sediment inputs from industrial logging roads.

The Coos Watershed Association is working in partnership with private industry and a cadre of agencies on the development and implementation of the East Fork Millicoma River Oxbow Reconnection and Habitat Restoration project. The Oregon Coastal Program is pleased to provide CWA with \$20,000 towards this project as it addresses goals for salmonids and lamprey set forth in the Coastal Program's Strategic Plan. These goals include improving limiting factors for all life stages and removing barriers to fish migration. Furthermore, the East Fork of the Millicoma is within the Coastal Program's Southern Coastal Ecoregion Focus Area, where passage barriers and the impaired condition of stream habitats are of high conservation concern.

I appreciate the opportunity to provide input on this proposal. If you would like to discuss the Service's anticipated involvement or role in this project, please contact me at 541-347-1470, extension 4.

Sincerely,


Madeleine Vander Heyden
Oregon Coastal Program

Task Order A 2014

PROJECT TITLE

Pacific Coast Salmon Recovery– East Fork Millicoma River Oxbow Reconnection Project

Collaborating to Return Salmon to Their Ancestral Waters: Reconnecting a historic Oxbow and Restoring the Eask Fork Millicoma River

PROJECT PARTIES and CONTACTS

- Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians (CTCLUSI)
- Coos Watershed Association (CoosWA)

PCSRF Project Lead: Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians

Margaret Corvi
Interim Director, Natural Resources
1245 Fulton Ave
Coos Bay, OR 97420
mcorvi@ctclusi.org
541-997-6685

Contractor: Coos Watershed Association

Jon Souder
Executive Director
P.O. Box 5860
Charleston, Oregon 97420
jsouder@cooswatershed.org
541- 888-5922

SCOPE OF WORK

This Task Order outlines a partnership between the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians (CTCLUSI) and the Coos Watershed Association (CoosWA). The Tribes will work with CoosWA to implement contractor activities outlined in the Pacific Coast Salmon Recovery Funding (PCSRF) Application submitted by the Tribes.

This Task Order has been developed in accordance with the instructions contained in a Cooperative Agreement between the CTCLUSI and CoosWA, signed in 2013. The Cooperative Agreement is attached as “Exhibit A” in this Task Order and the terms and conditions of the Cooperative Agreement are included in this Task Order by this reference.

Project Timeline:

Start date: September 1, 2014

End Date: December 31, 2015

Work associated with this task order will be completed as outlined in the Project Activity Schedule included at the end of this Task Order:

“CTCLUSI Pacific Coast Salmon Recovery Fund- CoosWA Project Activity Schedule”

Introduction

Salmon have been a critical part of the diet and the culture of the Confederated Tribes of the Coos, Lower, Umpqua and Siuslaw since time immemorial. The lands and waters of the Tribes' aboriginal territory extend from Tenmile Creek in Lincoln County south to Whisky Run Creek in Coos County and east to the coast range or an inland tribal boundary and west 12 miles out past the continental shelf (Fig 1.). Archeological sites have identified Tribal remains that date as far as 9,000 years ago. Until recently, the Tribes lived off the local resources for food, housing, clothing and ceremonies. Salmon is a first food of the Tribes and very well represented in Tribal stories and traditions helping to guide management and respect for this resource. Keeping true to the culture of the past, the Tribes continue to honor the salmon in hopes of one day helping to restore the long standing relationship between the salmon and the Tribes.

The overall goal of this restoration program is to collaborate with other groups to reconnect and improve habitat and watershed processes for salmonids and other important anadromous fish that were once abundant in the river. Abundant fish populations can provide the Tribal members with the opportunity to fish in a less restricted manner in an effort to maintain their cultural practices (and eventually partake in subsistence fishing). The following three issues will be addressed in an effort to fully restore watershed processes for the benefit of anadromous fish species and increase the population abundance of these fish, over time resulting in the de-listing and recovery of coho.

The Tribes submitted an application for Pacific Coast Salmon Recovery Funding in March 2014. A portion of this funding was budgeted for contract work associated with a larger restoration effort to restore and reconnect an oxbow on the East Fork of the Millicoma River in Coos County Oregon. The Tribes will use PCSRF to further support salmonid and anadromous fish restoration and collaborate with other groups in the basin. The PCSRF 2014 project proposes to perform spawning and juvenile coho surveying, road surveying/analysis and program development to assist with East Fork Millicoma restoration reduce multiple stressors on salmonids and other anadromous fish species in an effort to restore populations.

The Tribes' PCSRF project is part of a large restoration effort; aiming to return salmonids and other anadromous fish to their historic range and abundance by reconnecting an oxbow, allowing for fish to access 16 miles of potential upstream habitat, and restoring upstream habitat for the benefit of future fish populations. To accomplish these objectives the Tribes would work with other groups already active in this process.

Contractual services will be sought to facilitate development and implementation of the East Fork Millicoma River Oxbow Reconnection and associated monitoring. Contractor will analyze existing aquatic habitat and road survey data to continue project development; prepare funding proposals to OWEB, NOAA Restoration Center, and other entities to provide the funds needed to implement the project; and coordinate with the landowner and agencies for construction activities. The contractor will also oversee and perform pre-project baseline salmon spawning surveys, juvenile coho snorkel surveys, and road sediment surveys to develop specific restoration projects as well as for effectiveness monitoring.

Contractor will use the PCSRF Project Development funding to provide staff to prepare proposals to access unmet financial needs to implement the whole-watershed restoration program on the East Fork Millicoma River.

Detailed Scope of Work

CTCLUSI will contract CoosWA to perform PCSRF contract work. This work will include the following:

- A. Juvenile Salmon (Coho) snorkel surveys
- B. Adult Salmon Spawning Surveys
- C. Project Development
 - a. Oxbow reconnection design
 - b. Site permitting
 - i. Oxbow reconnection
 - ii. Stream complexity
 - iii. Sediment reduction
 - c. Construction planning
 - d. Stream complexity design & planning
 - e. Sediment Reduction Design
- D. Other Project coordination activities
 - a. Preparation of funding proposals
 - b. Coordinate landowner and construction activities
- E. Reporting
 - a. Will provide summaries and written reports quarterly
 - b. Preparation of a final report to the Tribes of contracted activities

Deliverables produced

- CoosWA will provide CTCLUSI with reports and photos detailing contracted work quarterly and following project completion.
- If requested CoosWA will take CTCLUSI on a tour of the site while activities are PCSRF contracted activities are occurring (up to three times from September 1,2014 – December 31, 2015).

BUDGET

TABLE 1: Project Budget

CONTRACTED ACTIVITIES	HOURLY RATE	ANTICIPATED HOURS	TOTAL
A. ANADROMOUS SPECIES SURVEYS - SEE SCOPE OF WORK	\$38.52	~690	\$26,580
B. ROAD SURVEYS - SEE SCOPE OF WORK	\$40.08	~360	\$14,428
B. PROJECT DEVELOPMENT- SEE SCOPE OF WORK	\$45.38	~1040	\$47, 197
TOTAL FOR PCSRF CONTRACTED WORK 9/1/2014-12/31/15			\$88,205

SPECIFIC CONTRIBUTIONS (Funds, Personnel, Services or Other Support, if Any)

The Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians will...

1. Provide reports to granting agency
2. Meet with CoosWA quarterly to discuss and perform site visits at least twice throughout the PCSRF project
3. Oversee administration of payments for invoices prepared in accordance with this Task Order A.

The Coos Watershed Association will...

1. Perform contracted work outlined in this Task Order A.
2. Designate Jon Souder to serve as the Coos Watershed Association Project Manager for work associated with this Task Order. Jon Souder will supervise and coordinate the contracted activities and provide CTCLUSI with reports and photos outlining completed and in progress work associated with this Task Order.

ADMINISTRATIVE PROCESS (To Transfer and Account for Funds)

The administrative process referenced herein includes but is not be limited to the transfer of funds from the CTCLUSI to CoosWA for project specific services and supplies and personnel expenses. The amount to be transferred to CoosWA is not expected to exceed \$88,205 from September 1, 2014 to December 31, 2015. Quarterly limits for CoosWA cannot exceed \$27,174 for Q1; \$22,966 for Q2; \$22,051 for Q3; and \$15,993 for Q4. CoosWA cannot bill for contracted work over \$602.24 per day or \$75.28 per hour.

Invoices

The CoosWA will submit invoices to CTCLUSI monthly or quarterly basis. The invoice will include the date and number of hours worked by project personnel and a description of the services provided. CoosWA will furnish copies of receipts for any services or supplies purchased in support of the project. Invoices will be addressed to the CTCLUSI Finance Department copied to Margaret Corvi in the Department of Natural Resources 1245 Fulton Ave, Coos Bay, OR 97420

Payment schedule

Payment for invoiced services will be made to CoosWA within 30 days of receipt of the invoice notice.

Signatures:

For the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians

[Redacted Signature]

12/5/14
Date

For the Coos Watershed Association

[Redacted Signature]

12/16/2014
Date

CTCLUSI Pacific Coast Salmon Recovery Fund - CoosWA Project Activity Schedule.

Project Tasks	2014									2015											
	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.					
Oxbow Reconnection Design																					
Oxbow Reconnection Permitting																					
Coordination & Grant Writing																					
Reconnection Construction Planning																					
Stream Complexity Design & Planning																					
Stream Complexity Permitting																					
Road Drainage & Sediment Surveys*																					
Sediment Reduction Design & Planning																					
Adult Salmon Spawning Surveys																					
Juvenile Salmon (Coho) Snorkel Surveys																					
PCSRF 2014 Grant Reporting																					

* Some activities conducted with other grant funding.

Exhibit A

Cooperative Agreement between the
Confederated Tribes of the Coos, Lower Umpqua and Siuslaw
And
Coos Watershed Association

COOPERATIVE AGREEMENT

Between the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
and the Coos Watershed Association

This cooperative agreement (the "Agreement") is between the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians (the "Tribes"), a federally recognized Indian tribe, and the non-profit organization Coos Watershed Association ("CoosWA"). The Tribes and CoosWA are collectively referred to in the Agreement as the "Parties."

RECITALS

The Coos Watershed Association (the "CoosWA") is an Oregon 501 (c)(3) non-profit organization formed in 1993. CoosWA addresses watershed management and restoration in the Coos Watershed (see Fig.1). CoosWA is comprised of a board of directors and staff.

The Tribes are a federally recognized Native American Indian Tribe duly organized and existing pursuant to the Tribes' Restoration Act, Public Law 98-481. The Tribes' ancestral territory includes the Coos Watershed as defined by the CoosWA map in Fig 1.

The Tribes and CoosWA have a mutual interest in improving the understanding and stewardship of riparian areas, estuaries, and coastal watersheds in their respective, overlapping areas of interest.

In furtherance of the mutual interest and goals stated above, the Parties desire to enter into this Agreement for the purpose of effectively and efficiently sharing the resources of the Parties to carry out educational, stewardship and natural resource conservation activities of the Parties including without limitation resource monitoring, data exchange, joint proposal development, letters of support, administration of grants and finances, educational programming, sharing of technical expertise, staff training or other projects deemed by the Parties to support the mutual interests and goals of the Parties.

Now, therefore, in consideration of the mutual promises contained in the Agreement, the Parties agree as follows:

AGREEMENT

1.0 Authority

1.1 CoosWA, is authorized by its Board of Directors pursuant to the bylaws of the organization to enter into this Agreement with an American Indian tribe for the purpose of performing furthering the mission and goals of the organization.

1.2 The Tribes, through the Tribal Council, which is its governing body under Article VI, Section 2, of the Tribes' Constitution, are authorized to enter into the Agreement with CoosWA on matters of mutual interest.

2.0 Term of the Agreement

This Agreement shall be effective upon execution by the Parties and receipt of required approvals, if applicable. Unless earlier terminated or extended in accordance with the terms set forth below, the Agreement shall expire on December 31, 2018, with the possibility of extension if agreed to in writing and signed by both Parties. This Agreement will be reviewed on an annual basis.

3.0 Identification and Approval of Cooperative Activities

3.1 The Parties, or either the Tribes or CoosWA, may identify activities which further the accomplishment of the goals and mutual interests identified above, and in the interest of efficiency and economy, may propose to work together cooperatively to undertake such projects. Cooperative Activities may involve but are not necessarily limited to any or all of the following:

- 3.1.1 Exchange of information and Data
- 3.1.2 Joint Proposal Development
- 3.1.3 Joint Project Management
- 3.1.4 Financial Support of Cooperative Projects
- 3.1.5 Presentation of Educational Programs

3.2 Cooperative Activities undertaken in accordance with this Agreement must be within the legal authority of each of the Parties and must be approved by persons authorized to act on behalf of each Party.

4.0 Planning and Documenting Cooperative Activities

4.1 Cooperative Activities which require the payment or grant of funds from one party to the other shall be described in a Task Order which shall be developed, issued and implemented by the Parties in accordance with the terms of the Agreement and the Task Order. A Task Order shall be incorporated as an Appendix to the Agreement. The contents of a Task Order are further described in Section 7 below.

4.2 Cooperative Activities which do not require a payment or grant of funds from one party to another shall be documented and maintained for historical purposes by the preparation of a summary including (a) the nature of the activity undertaken, (b) the type of cooperation undertaken between the Parties, and (c) a summary of the results achieved by the Parties.

5.0 Information and Data Exchange

5.1 The Parties may work together to gather and exchange information and data relating to the Coos Watershed (see Fig 1) and the goals and mutual interests of the Parties including but not limited to environmental conditions, restoration of native ecosystems, other place-based information and the presentation of educational programs.

5.2 CoosWA shall not release or disclose any writing or record shared or exchanged by the Tribes that is identified as confidential or privileged without the consent of the Tribes, unless disclosure is required by a state or federal funding agency. CoosWA shall immediately notify the Tribes explaining the reasons for which the disclosure is required by a state or federal funding agency. If the Tribes disagree with the determination made by CoosWA, the Tribes may oppose disclosure if permitted by law.

6.0 Joint Proposal Development and Letters of Support

6.1 The Parties may cooperate on the development of proposals for funding joint and collaborative projects that benefit both Parties and to issue letters of support for projects to be implemented by only one Party but which the other Party supports. These may include but are not limited to proposals for research, resource protection, habitat improvement, and education projects, as well as organizational development proposals.

6.2 Jointly developed proposals involving the payment or grant of funds shall require the preparation and approval of a Task Order in accordance with Section 4.1.

7.0 Task Orders

7.1 As set forth in Section 4.1, Projects which require the payment or grant of funds from one Party to the other shall be contained in a Task Order. To the extent that a Task Order requires the payment or grant of funds from one Party to the other, such payment shall be received within sixty (60) days of the execution of such Task Order. Each Task Order shall constitute a separate contract between the Parties. Each Task Order must be within the authority of the Party.

7.2 Each Task Order shall include at least the following provisions:

7.2.1 A detailed scope of work which specifies the work or services to be undertaken, the work schedule, the deliverables provided, and the specific performance responsibilities of each Party,

7.2.2 A detailed budget including a not-to-exceed amount for the Task,

7.2.3 The specific contributions of funds, personnel, services or other support, if any, to be made by each Party,

7.2.4 The identification of the Task Manager responsible for the specific Task and other key personnel providing services for the Task. Unless otherwise provided by the Parties in a specific Task Order, none of the responsibilities or obligations of either Party shall be assigned or subcontracted,

7.2.5 The Parties shall develop a mutually acceptable administrative process to transfer and account for funds associated with cooperative projects. The administrative process referenced herein shall include but not be limited to, the transfer of funds, recruitment, hiring and payment of project specific personnel including interns, students, and other employees,

7.2.6 The insurance policy limits under said Task Order, in accordance with Section 11 of this Agreement,

7.2.7 All of the provisions set forth in Section 12 of this Agreement, and

7.2.8 Each Task Order shall incorporate by reference, the terms and conditions of this Agreement.

7.3 It is the intention of the Parties that this Agreement may be used as a vehicle for the cooperative administration of grants issued to either Party. Proposals intended to be applications or requests for pass-through grants will be developed in consultation with the potential receiving Party. Project specific activities and administrative procedures related to the transfer of funds, including administrative costs awarded by pass-through grants will be defined in project specific Task Orders.

8.0 Representations and Warranties

8.1 The Tribes represent and warrant as follows:

8.1.1 It has the power and authority to enter into and perform the Agreement in accordance with its terms.

8.1.2 The Agreement, when executed and delivered, shall be a valid and binding obligation of the Tribes enforceable in accordance with its terms.

8.1.3 The person executing this Agreement on behalf of the Tribes has the necessary authority to execute this Agreement for and on behalf of the Tribes.

8.2 CoosWA represents and warrants as follows:

8.2.1 It has the power and authority to enter into and perform the Agreement in accordance with its terms.

8.2.2 The Agreement, when executed and delivered, shall be a valid and binding obligation of CoosWA enforceable in accordance with its terms.

8.2.3 The person executing this Agreement on behalf of CoosWA has the necessary authority to execute this Agreement for and on behalf of CoosWA.

9.0 Termination of the Agreement

The Agreement may be terminated as follows:

9.1 Parties' Mutual Right to Terminate For Convenience. The Agreement may be terminated at any time by mutual written agreement of the Parties.

9.2 A Party's Right To Terminate For Convenience. Either Party may, at its sole discretion, terminate this Agreement, in whole or in part, upon 30 days' notice to the other; however, Task Orders shall be governed by provision 9.3 below.

9.3 A Party's Right To Terminate For Cause. Where activities are covered by on-going Task Orders under Section 7.0, such Task Order may be terminated only for cause if a Party is not fulfilling their obligations. Termination under this provision requires that the terminating Party provide written notice to the other Party outlining specific obligations in the Task Order that are considered unfulfilled, and provide desired remedy(ies) that will allow the other Party thirty (30) days to fulfill said its obligations under the Task Order. A Party shall have 30 days within which to cure these obligations under the terms of the Task Order to the satisfaction of the other Party. If, after 30 days, the other Party has not fulfilled said obligations, the terminating Party may terminate such Task Order for cause. All work conducted under such Task Order shall be terminated at that time; however, any work conducted prior to termination shall be reimbursed in accordance with Section 7.0 of this Agreement.

10.0 Compliance With Applicable Laws And Standards

The Parties shall comply with all federal, tribal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Agreement.

11.0 Reciprocal Indemnification and Insurance

11.1 The Tribes and the CoosWA (collectively, the Indemnified Parties) shall defend, save, hold harmless, and indemnify each other and their officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "Claim") which may be brought or made against the Indemnified Parties by a third party arising out of or related to any personal injury, death or property damage caused by any willful misconduct or negligence of the indemnifying Party, or the indemnifying Party's employees or agents, related to this Agreement. The obligation under this Section shall not extend to any claim primarily caused by the negligent or willful misconduct of the indemnified Party.

11.2 During the term of this Agreement, and as a means to fulfill CoosWA's duty to indemnify the Tribes as forth herein, for each Task Order in which CoosWA is the Task Manager, CoosWA shall obtain and maintain a policy of insurance in the amounts specified in each Task Order. Such policy shall name the Tribes, and its officers, employees and agents as additional insured's with respect to the CoosWA obligations and actions under such Task Order. CoosWA, upon written request by the Tribes, shall provide certificates of insurance showing compliance with this section.

11.3 At any time in any proceeding in which the Tribes are providing a defense to CoosWA pursuant to paragraph 11.1 of this Agreement, the CoosWA may assume its own defense including that of its officers, employees and agents, if, in the CoosWA's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of CoosWA, its officers, employees and/or agents; or (iii) the best interests of the CoosWA are served thereby. The Tribes' obligation to indemnify the CoosWA shall include those costs, expenses, and fees incurred by the CoosWA in assuming its own defense and that of its officers, employees, or agents.

11.4 The Tribes' duty to indemnify the CoosWA is subject to the limitations of, and restrictions in, Chapter 2-7 of the Tribal Code of the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians ("Tribal Code"). During the term of this Agreement, and as a means to fulfill the Tribes' duty to indemnify CoosWA as set forth herein, for each Task Order in which the Tribe is the Task Manager, the Tribe shall obtain and maintain a policy of insurance in the amounts specified in each Task Order. Such policy shall name CoosWA and its officers, employees and agents as additional insured's with respect to the Tribes' obligations and actions under such Task Order in the amounts specified in each Task Order and in accordance with Section 2-7-5 of the Tribal Code. The insurance policy required by this Section shall have an endorsement providing that the insurer may not invoke Tribal sovereign immunity up to the limits of the policy in connection with enforcement of the rights under Section 11.1. The Tribes, upon written request of CoosWA, shall provide certificates of insurance showing compliance with this Section.

11.5 At any time in any proceeding in which CoosWA are providing a defense to the Tribes pursuant to paragraph 11.1 of this Agreement, the Tribes may assume its own defense, including that of its officers, employees and agents, if, in the Tribes' sole discretion, it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the Tribes, its officers, employees and/or agents; (iii) important tribal governmental interests are at stake; or (iv) the best interests of the Tribes are served thereby. CoosWAs' obligation to indemnify the Tribes shall include those costs, expenses, and fees incurred by the Tribes in assuming its own defense and that of its officers, employees, or agents.

12.0 Governing Law, Venue, Consent to Jurisdiction, and Preservation of Immunity

12.1 The Agreement shall be governed by and construed in accordance with the laws of the Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians, without regard to principles of conflicts of laws.

12.2 The exclusive jurisdiction and venue for any claim, action, suit or proceeding (collectively, "Action") between the CoosWA and the Tribes that arises from or relates to the Agreement shall be brought in the Tribal Court of the Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians.

12.3 Nothing in this Agreement shall be construed as a waiver of the Tribes' sovereign or governmental immunity, or of any defense to Claims or jurisdiction based on the Tribes' sovereign or governmental immunity.

13.0 Survival

Any terms of this Agreement, which by their context or nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, and consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of this Agreement.

14.0 Severability

If any provision of the Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

15.0 Assignment/Subcontract/Successors

Neither Party shall assign, sell, transfer, or subcontract rights, or delegate responsibilities arise under the Agreement, in whole or in part, without the prior written approval of the other Party.

16.0 Merger Clause; Amendment; Waiver

16.1 The Agreement constitutes the entire agreement between the Parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Agreement.

16.2 No waiver, consent, or amendment of terms of the Agreement shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given.

17.0 No Third Party Beneficiaries

CoosWA and the Tribes are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

18.0 Notice

Except as otherwise expressly provided in this Agreement, any communications relating to changes to this Agreement between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Tribes or CoosWA at the address or number set forth below.

Notices to CoosWA:

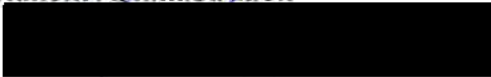
Executive Director Coos Watershed Association
63534 Kingfisher Dr (physical address)
P.O. Box 5860 (mailing address)
Charleston, Oregon 97420
541-888-5922 Fax: 541-888-6111

Notices to Tribe:

Tribal Administrator Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians
1245 Fulton Ave
Coos Bay, Or 97420
Voice (541) 888-9577 Fax: (541) 888-2853

APPROVED:

Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians acting By and Through its Tribal Government-Administration

By:  _____

Name: Bob Garcia _____

Title: Chairman _____

Date: 1/29/14 _____

Coos Watershed Association

By and Through  _____

By: _____

Name: / Jon A. Souder _____

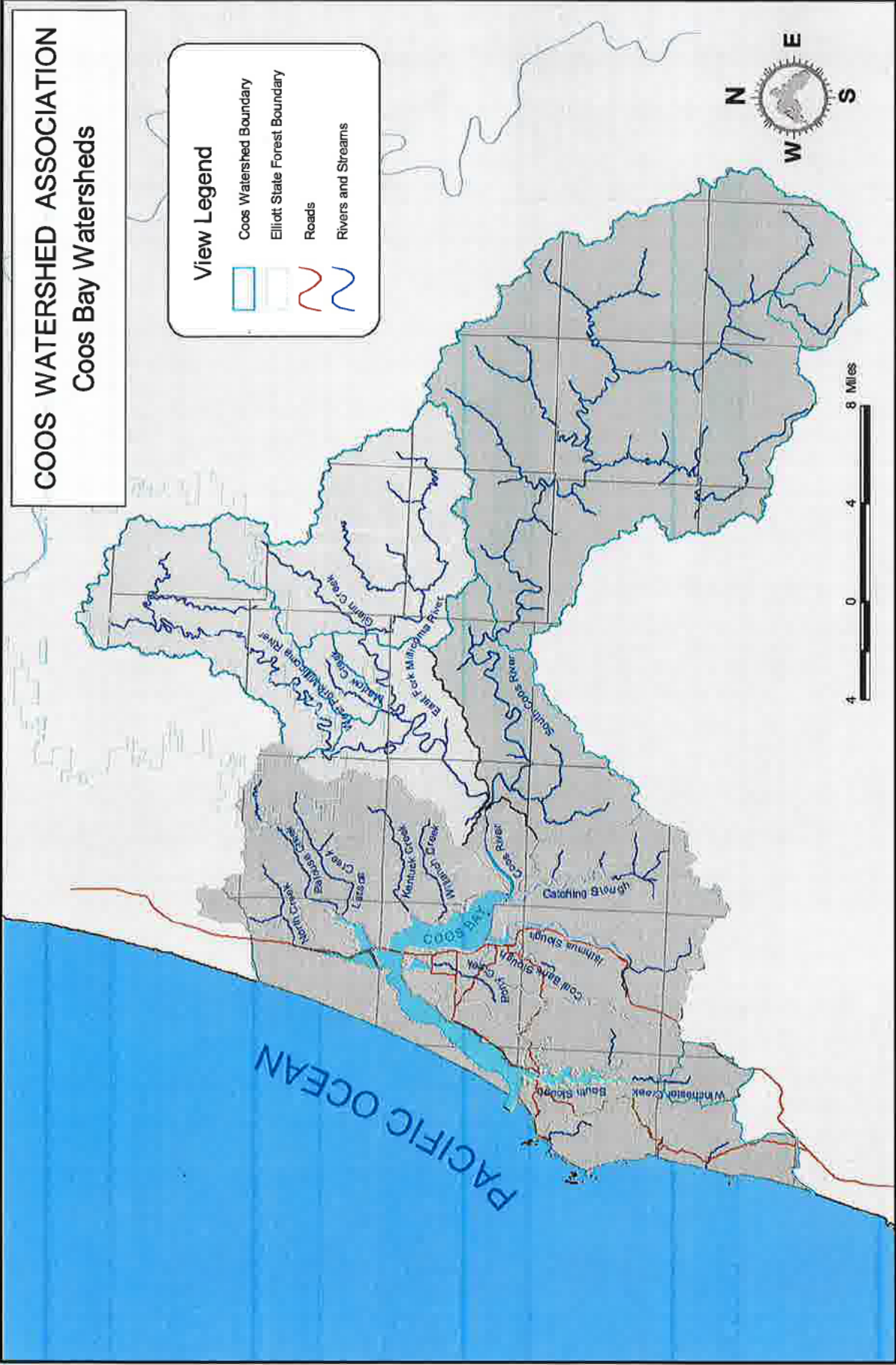
Title: Executive Director _____

Date: 1/29/2014 _____

COOS WATERSHED ASSOCIATION Coos Bay Watersheds

View Legend

- Coos Watershed Boundary
- Elliott State Forest Boundary
- Roads
- Rivers and Streams



PACIFIC OCEAN

Coos Bay
North Fork Coos River
South Fork Coos River
Catching
Wentworth Creek
Bain Creek
Coos River
Mud Creek
Kernan Creek
Leza Creek
Sage Creek
North Creek
Hinnis Slough
Coal Mine Slough
Wolf Creek
Hinnis Slough

Glenn Creek
Mason Creek
North Fork Middle River
East Fork Middle River
Sullivan River
Sullivan River

FISH RESTORATION & ENHANCEMENT PROGRAM (R&E)
Oregon Department of Fish & Wildlife
Grant Agreement

Project #: 11-127

Project Title: East Fork Millicoma Oxbow Reconnection

Cost Code/Grant #: 54008 942410-12

Allocation: \$23,290

Start Date: October 1, 2012

End Date: June 30, 2013

Authority: The Department and Grantee enter into this Agreement under the authority of the Oregon Fisheries Restoration and Enhancement (R&E) Act of 1989, Oregon Laws 1989, chapter 512, sections 1, 2 and 10 to 13.

This Agreement is between the State of Oregon, acting by and through its Department of Fish and Wildlife (**Department**), and Coos Watershed Association, hereafter called the **Grantee**, in consideration of the mutual covenants contained herein. This Agreement consists of this signed document along with its attached exhibit(s).

Objective: The objective of this Agreement is to implement the East Fork Millicoma Oxbow Reconnection project, hereinafter called the **Project**, as recommended by the Restoration and Enhancement Board on July 20, 2012 and approved by the Oregon Fish and Wildlife Commission on September 7, 2012. The purpose of the Project is to reconnect the East Fork Millicoma Oxbow to restore access to over 16 miles of anadromous fish habitat. The Grantee agrees to perform the Work in accordance with the terms and conditions of this Agreement.

Statement of Work: The Statement of Work and Budget (the "Work") is contained in Exhibit D attached and incorporated by reference into this Agreement. The Grantee agrees to perform the Work in accordance with the terms and conditions of this Agreement. All work will be completed by June 30, 2013.

Agreement Documents: This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached **Exhibit A** (Schedule for Release of Funds), **Exhibit B** (Grantee's Request for Fund Release), **Exhibit C** (Project Completion Report), **Exhibit D** (Statement of Work and Budget), and **Exhibit E** (Project Proposal).

I. FUNDING AND ACCOUNTING FOR FUNDS DISTRIBUTED

- A. Upon receipt of this signed Agreement and submission to the Department of evidence that the Grantee has obtained the applicable permits; the Department will fund the approved Project for a total sum not to exceed \$23,290 according to the schedule attached as Exhibit A. Ten percent (10%) of this amount will be withheld until Project completion requirements are fulfilled. The funding period for this Agreement begins on October 1, 2012 and expires on June 30, 2013. This Agreement facilitates payment to the Grantee for Project activities approved by the Oregon Fish and Wildlife Commission.
- B. The Grantee agrees that the money provided by the Department will be used only for the purposes specified in the attached Statement of Work and Budget, Exhibit D, approved by the Fish and Wildlife Commission, unless the Department subsequently approves changes in the allocation of

funds. Any change in the Project, including the ending date, must be requested in writing and have the Department's prior written approval in order to be made a part of this Agreement.

- C. The Grantee will submit a Grantee's Request for Fund Release form (Exhibit B), for each payment requested under the terms of this Agreement, showing an itemized accounting of how the requested payment has been spent and including invoices or receipts for the Project expenditures. No payment to the Grantee is due until forty-five (45) days after the Department approves the Grantee's Request for Fund Release and invoices. There will be no payments made to the Grantee for invoices submitted more than thirty (30) days after the expiration date of this Agreement.
- D. The Grantee will account for the funds distributed by the Department using Generally Accepted Accounting Principles (GAAP) to account for all income and expenses related to this Project. The Department will have reasonable access to the Grantee's books, documents, papers, and records that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- E. The Grantee will not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement, without the Department's prior written consent, with the exception of subcontracting services that have been identified in attached Statement of Work and Budget (Exhibit D). In addition to any other provisions that the Department may require, Grantee will include in any subcontract allowed under this Agreement a requirement that the subcontractor is bound by Sections II, IV, VI, and VII of this Agreement as if the subcontractor were the Grantee. The Department's consent to any subcontract does not relieve Grantee of any of its duties or obligations under this Agreement.
- F. The Department and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

II. FUNDING CONDITIONS

- A. As a condition for the disbursement of any Department funds, the Grantee will obtain the following relevant authorization for Project activities:
 - 1. Permits, licenses, and insurance certificates as required from local, state, or federal agencies or governing bodies;
 - 2. Agreements from individual landowners on whose property the Project will be located, allowing access to the Project by Project sponsors, the Department, and its representatives;
 - 3. Evidence that the entire Project complies with all public contract rules as described in the Oregon Attorney General's Model Public Contract Rules Manual, all Oregon Aquatic Habitat Restoration and Enhancement Guidelines, and the Oregon Plan.

- B. As a condition of the disbursement of any Department funds, the Grantee will submit to the Department any publication or public presentation media created by the Grantee arising from the tasks performed or data collected from this Agreement. Any publication or public presentation will include a statement explaining that such work was partially funded through the Oregon Fisheries Restoration and Enhancement Act of 1989.
- C. Funding of R&E Projects are contingent upon available funds. The Grantee understands and agrees the Department's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the Department's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- D. Records Maintenance; Access. In addition to the requirement contained in I.D., Grantee will maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance. Grantee acknowledges and agrees that the Department, the Oregon Secretary of State's Office, and the federal government and their duly authorized representatives may have access to such fiscal records and other books, documents, papers, plans, and writings of the Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts, except to the extent that such records are confidential under state or federal law, or rules adopted by a state agency pursuant to ORS 36.224. The Grantee will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

III. ACCESS TO PROJECT SITE/LONG TERM MAINTENANCE OF PROJECT

The Grantee will allow the Department and its representative's access to the Project to monitor and evaluate the Project as needed.

IV. PROJECT COMPLETION REQUIREMENTS

- A. The Grantee will submit the R&E Project Completion Report form (Exhibit C) and final invoice within thirty (30) days after the Project's completion date. The report will include:
1. Photographs of the Project area at the beginning of the Project and after the Project was completed;
 2. The measurable results achieved by or expected from the completed Project;
 3. A summary of the activities paid for by the Department and the expenses for those activities, including funds expended from other fund sources;
 4. Any additional information that would be helpful in evaluating the strengths and weaknesses of the Project's methods, materials, or assumptions based on Project objectives and expectations of results;
 5. Assurances that R&E signs adequately identify the Project site. The R&E Program will provide the signs.

- B. The Grantee will submit to the R&E Program Coordinator a copy of the results gathered within the timeframe of this Agreement within **thirty (30)** days after the Project's completion date.

V. TERMINATION OF FUNDING

- A. This Agreement may be terminated by mutual written consent signed by both parties, or by either party upon thirty (30) days notice in writing delivered by certified mail or in person.
 - 1. If the Grantee terminates the Project, the Grantee will return all money received from the Department within thirty (30) days of sending notice of the termination. The Grantee also must submit an accounting of the Department's money and Project reports to the Department within thirty (30) days of sending notice of termination.
 - 2. If the Department terminates Project funding, the Grantee must return to the Department all money received from the Department not yet actually expended on the Project within 30 days of receiving notice of the termination. If the Grantee disputes the basis for the termination of the Project, the Grantee may ask the Department to reconsider its decision, stating the basis for the disagreement, within the 30 day period.
- B. The Department may terminate the whole or any part of this funding Agreement effective upon delivery of written notice to the Grantee, or at such later date as the Department may establish, if:
 - 1. Implementing the Project will exceed or is inconsistent with the approved Project proposal;
 - 2. The Grantee has violated any term or condition imposed on the Project;
 - 3. Continued operation of the Project may adversely affect fish populations in, above, or below the Project site;
 - 4. Implementing the Project does not meet its proposed objective(s); or
 - 5. The Project is inconsistent with the Oregon Plan, Habitat Restoration Guidelines, or the Department's goals, policies, or management plans.

VI. INDEMNITY

- A. The Grantee will comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- B. In consideration of the payment provided by the Department under this Agreement, the Grantee hereby releases the State of Oregon and its officers, agents, employees, as well as the members of the Fish and Wildlife Commission and R&E Board, from all action, causes of action, damages, claims, or demands that the Grantee now has or in the future may have arising out of or connected to this Grant Agreement, including without limitation, claims for injury to lands, building, timber, streams, irrigation facilities, domestic animals, equipment, or other property of the Grantee, or personal injury or death to persons, resulting from activities of the State of Oregon or of any persons allowed to go on the Grantee's property as the result of this Agreement. Nothing in this Agreement will be construed as a waiver of State's immunities, defenses, or limitations to any claim, including the State's sovereign immunity and the State's rights under the Eleventh Amendment to the United States Constitution, under the Oregon Tort Claims Act, or any statute or rule of common law.

VII. NOTICE

- A. The parties may amend this Agreement only by written instrument signed by the duly authorized officials of both parties and referencing this Agreement by referring to the parties and the date of final signature.
- B. Any notice to be given under the terms and conditions of this Agreement will be sufficient if in writing and delivered personally or mailed to the Grantee or the Department as follows:

Department Project Contacts

Josie Thompson, R&E Program Coordinator
Oregon Department of Fish and Wildlife
3406 Cherry Avenue NE
Salem, Oregon 97303

Project Manager

Nicholas Scheidt
Coos Watershed Association
PO Box 5860
Charleston, Oregon 97420

VIII. AGREEMENT BINDING

This Agreement is binding on and inures to the benefit of the parties and their respective successors or assigns.

DEPARTMENT:

GRANTEE:



Debbie Colbert
Deputy Director for Administration

Aimee Peters
Fiscal Officer

Date 9/10/12

Date 9-21-2012

Coos Watershed Association

Permits Associated with the East Fork Millicoma Oxbow Reconnection Project

<u>Permit Document</u>	<u>Page</u>
1. Corps of Engineers Section 404 Permit	2
• National Marine Fisheries Service Biological Opinion Concurrence ...	6
2. Oregon Department of State Lands Fill-and-Removal Permit	7
3. Oregon Department of Environmental Quality Stormwater Permit	11
4. Oregon Department of Fish & Wildlife Fish Passage Plan Approval	12
5. Oregon State Historic Preservation Office §106 Compliance	15
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DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, PORTLAND DISTRICT
NORTH BEND FIELD OFFICE
2201 N. BROADWAY SUITE C
NORTH BEND OR 97459-2372

REPLY TO
ATTENTION OF:

December 23, 2014

Operations Division
Regulatory Branch
Corps No.: NWP-2013-261

Mr. Jon Souder
Coos Watershed Association
P.O. Bo 5860
Charleston, Oregon 97420

Dear Mr. Souder:

The U.S. Army Corps of Engineers (Corps) received the Coos Watershed Association's (CoosWA) permit application requesting Department of the Army authorization to conduct aquatic habitat restoration activities in the East Fork Millicoma River, mile 18.5, near Allegany, Coos County, Oregon. The site is in Section 1 of Township 25 South, Range 11 West. CoosWA's project has been assigned Corps No. NWP-2013-261. Please reference this number in all future correspondence.

The CoosWA will discharge approximately 3,500 cubic yards (cy) of rock, clay and soil below the ordinary high water mark (OHWM) of the East Fork Millicoma River and 35,000 cy in total to reconnect a historic oxbow channel feature to the East Fork Millicoma River main channel. CoosWA will excavate approximately 26,500 cy of material below the OHWM of the oxbow feature at the oxbow outlet location to install a double-lane bridge measuring approximately 210-feet in length and will construct a double-lane bridge measuring 140-feet in length in uplands at the inlet of the oxbow feature inlet to redirect flows into the historic oxbow feature. The project is shown on the enclosed drawings (Enclosure 1).

This letter verifies that CoosWA's project is authorized under the terms and limitations of Nationwide Permit (NWP) No. 14 (Linear Transportation Projects) and No. 27 (Aquatic Habitat Restoration, Establishment, and Enhancement Activities). CoosWA's activities must be conducted in accordance with the conditions found in NWP Regional Conditions, Portland District (Enclosure 2), NWP General Conditions (Enclosure 3), Oregon Department of Environmental Quality (DEQ) 401 Water Quality Compliance Conditions (Enclosure 4), Oregon Department of Land Conservation and Development (DLCD) Coastal Zone Management Concurrence Conditions (Enclosure 5), and the project specific conditions lettered (a) through (e) below. **Failure to comply with any of the listed conditions could result in the Corps initiating an enforcement action.**

a. Permittee shall notify the Regulatory Branch with the date activities in waters of the United States are scheduled to begin. Notification shall be sent by e-mail to cenwp.notify@usace.army.mil or mailed to the following address:

U.S. Army Corps of Engineers
CENWP-OD-GC
Permit Compliance, Coos County
PO Box 2946
Portland, Oregon 97208-2946

The subject line of the message shall contain the name of the county in which the project is located followed by the Corps of Engineers permit number.

b. Permittee shall immediately notify the Corps at the letterhead address if at any time during the authorized work, human remains and/or cultural resources are discovered within the permit area. We also draw CoosWA's attention to Regional Condition 2.

c. Permittee shall perform all in-water work, including temporary fills or structures, during the in-water work window of July 1 to September 15 to minimize impacts to aquatic species unless coordinated with and subsequently approved by the Corps. We also draw CoosWA's attention to Regional Condition 3.

The Corps has determined the proposed project may affect Oregon Coast Coho salmon (*Oncorhynchus kisutch*), a species protected by the Endangered Species Act, and Essential Fish Habitat for salmon species as designated under the Magnuson-Stevens Fishery Conservation and Management Act. The Corps utilized a programmatic biological opinion to assess compliance with these laws and provide coverage for incidental take. The biological opinion is titled *Revisions to the Standard Local Operating Procedures for Endangered Species to Administer Maintenance or Improvement of Stormwater, Transportation or Utilities Authorized or Carried Out by the U.S. Army Corps of Engineers in Oregon (SLOPES V Stormwater, Transportation, Utilities)*, dated March 14, 2014. The Corps recommends that CoosWA review the SLOPES opinion in its entirety. Please contact us for a copy of the SLOPES opinion.

The programmatic consultation also requires that we provide CoosWA with the following notice:

If a sick, injured or dead specimen of a threatened or endangered species is found, the finder must notify NMFS' Office of Law Enforcement at 503-231-6240 or 206-526-6133. The finder must take care in handling of sick

or injured specimens to ensure effective treatment, and in handling dead specimens to preserve biological material in the best possible condition for later analysis of cause of death. The finder also has the responsibility to carry out instructions provided by the Office of Law Enforcement to ensure that evidence intrinsic to the specimen is not disturbed unnecessarily.

d. Permittee shall fully implement all applicable nondiscretionary Terms and Conditions of the Reasonable and Prudent Measures of the SLOPES V Stormwater, Transportation and Utilities programmatic opinion. General Construction conditions applicable to the permitted activity are numbered 13, 14, 18-27, 30, 31, 34 and 36 (Enclosure 6).

e. Permittee shall notify the Corps if the project changes in scope or is otherwise modified. The Corps is required to reinitiate consultation on this action where discretionary Federal involvement or control over the action has been retained or is authorized by law and (a) the amount or extent of taking specified in the Incidental Take Statement is exceeded, (b) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered, (c) the identified action is subsequently modified in a manner that has an effect to the listed species or critical habitat that was not considered in the biological opinion; or (d) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16).

We direct CoosWA's attention to NWP Regional Condition 16 (Enclosure 2) and General Condition 29 (Enclosure 3) that requires the transfer of this permit if the property is sold, and NWP General Condition 30 that requires CoosWA to submit a signed certificate when the work is completed. A "Compliance Certification" is provided (Enclosure 7).

We have prepared a Preliminary Jurisdictional Determination (JD), which is a written indication that wetlands and waterways within CoosWA's project area may be waters of the United States (Enclosure 8). Such waters have been treated as jurisdictional waters of the United States for purposes of computation of impacts and compensatory mitigation requirements. If CoosWA concurs with the findings of the Preliminary JD, please sign it and return it to the letterhead address within two weeks. If CoosWA believes the Preliminary JD is inaccurate, an Approved JD may be requested, which is an official determination regarding the presence or absence of waters of the United States. If CoosWA would like an Approved JD, one must be requested prior to starting work within waters of the United States. Once work within waters of the United States has been started, the opportunity to request an Approved JD will no longer be available.

This authorization does not obviate the need to obtain other permits where required. Permits, such as those required from the Oregon Department of State Lands (ODSL) under Oregon's Removal /Fill Law, must also be obtained before work begins. The DEQ water quality certification conditions (Enclosure 4) require CoosWA to obtain DEQ approval of your stormwater management plan prior to initiating construction. Please contact the 401 Water Quality Certification Coordinator, Oregon Department of Environmental Quality, 2020 SW Fourth Avenue, Suite 400, Portland, Oregon, 97201-4987, by telephone at (503) 229-6030, or visit <http://www.deq.state.or.us/wq/sec401cert/removalfill.htm>.

The nationwide permits expire on March 18, 2017. This verification is valid until March 18, 2017 unless the NWP is modified or revoked prior to that date. If CoosWA commences or is under contract to commence this activity before the date the NWP expires, is modified, or revoked, CoosWA will have 12 months from the date of the expiration, modification, or revocation to complete the activity under the present terms and conditions of the current NWP.

We would like to hear about CoosWA's experience working with the Portland District, Regulatory Branch. Please complete a customer service survey form at the following address: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

If CoosWA has any questions regarding this NWP verification, please contact me at the letterhead address, by telephone at (541) 756-2097, or via e-mail at Tyler.J.Krug@usace.army.mil.

FOR THE COMMANDER, JOSE L. AGUILAR, COLONEL, CORPS OF ENGINEERS,
DISTRICT COMMANDER:



Tyler J. Krug
Team Leader, Eugene Permit Section
Regulatory Branch

Enclosures

Copy Furnished:

Oregon Department of State Lands (Lobdell (56983-RF))
Oregon Department of Environmental Quality (English)
Oregon Department of Land Conservation and Development (Snow)

To: Tyler.J.Krug@usace.army.mil, U.S. Army Corps of Engineers
From: Ken.Phippen@noaa.gov, National Marine Fisheries Service
Cc: Sandra.Schoof@noaa.gov, Sandra.Forrester@noaa.gov, JSouder@cooswatershed.org,
Christopher.w.claire@state.or.us, Jim.B.Muck@noaa.gov
Date: 12/19/2014
Re: Corps Permit #NWP-2013-261 East Fork Millicoma River Oxbow Reconnect Bridges
(6th field HUC 171003040203) SLOPES STU Approval: **Approved**

Corps Permit #NWP-2013-261. I approve the construction of two bridges and oxbow reconnect project at the East Fork Millicoma River as consistent with the SLOPES for Stormwater, Transportation or Utilities (SLOPES STU) programmatic biological opinion, issued March 14, 2014. This is based on my review of that action under project criteria #4 (NMFS review), #14 (In-Water Work Timing), #18 (Fish Capture and release), and #19 (Fish Passage) using information received from pre-consultation meetings with the applicant and the SLOPES STU Form and application from the Corps dated December 12, 2014. The fish passage plan for the construction of bridges has been reviewed and approved by NMFS fish passage engineer (Aaron Beavers). We look forward for this restoration project to be completed.

Reinitiation of consultation on this action is required and shall be requested by the Corps where discretionary Federal involvement or control over the action has been retained or is authorized by law and (a) the amount or extent of taking specified in the Incidental Take Statement is exceeded, (b) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered, (c) the identified action is subsequently modified in a manner that has an effect to the listed species or critical habitat that was not considered in the biological opinion, or (d) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16).

Please direct questions regarding this email to Jim Muck, Fisheries Biologist in the Oregon Coast Branch of the Oregon/Washington Coastal Area Office, at 541-957-3394.

Ken Phippen
Oregon Coast Branch Chief
Oregon/Washington Area Office
National Marine Fisheries Service

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
☎ 503-986-5200

184/95

Permit No.:	<u>56983-RF</u>
Permit Type:	<u>Removal/Fill</u>
Waterway:	<u>E. F. Millacoma River</u>
County:	<u>Coos</u>
Expiration Date:	<u>February 20, 2016</u>

COOS WATERSHED ASSOCIATION

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF THE APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another. For new linear facility projects, the removal-fill activity cannot occur until the permit holder obtains either the landowner's consent, a right, title or interest with respect to the property that is sufficient to undertake the removal or fill activity, or a court order or judgment authorizing the use of the property.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action, which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. Employees of the Department of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
6. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within twenty-one (21) calendar days of the date this permit was issued.
7. In issuing this permit, the Department of State Lands makes no representation regarding the quality or adequacy of the permitted project design, materials, construction, or maintenance, except to approve the project's design and materials, as set forth in the permit application, as satisfying the resource protection, scenic, safety, recreation, and public access requirements of ORS Chapters 196, 390, and related administrative rules.
8. Permittee shall defend and hold harmless the State of Oregon, and its officers, agents, and employees from any claim, suit, or action for property damage or personal injury or death arising out of the design, material, construction, or maintenance of the permitted improvements.
9. Authorization from the U.S. Army Corps of Engineers may also be required.

NOTICE: If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 to 274.940. This permit does not relieve the permittee of an obligation to secure appropriate leases from the Department of State Lands, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact the Department of State Lands at 503-986-5200.

Lori Warner-Dickason, Aquatic Resource Manager
Aquatic Resource Management
Oregon Department of State Lands



Authorized Signature

February 20, 2015

Date Issued

ATTACHMENT A

Permittee: Coos Watershed Association

Project Name: EF Millacoma Oxbow Reconnection

Special Conditions for Removal/Fill Permit No. 56983-RF

READ AND BECOME FAMILIAR WITH CONDITIONS OF YOUR PERMIT.

The project site may be inspected by the Department of State Lands (DSL) as part of our monitoring program. DSL has the right to stop or modify the project at any time if you are not in compliance with these conditions. A copy of this permit shall be available at the work site whenever authorized operations are being conducted.

1. **Responsible Party:** By signature on the application, Jon Souder is acting as the representative of Coos Watershed Association. By proceeding under this permit, Coos Watershed Association agrees to comply with and fulfill all terms and conditions of this permit, unless the permit is officially transferred to another party as approved by DSL.
2. **Authorization to Conduct Removal and/or Fill:** This permit authorizes the placement of up to 3500 cubic yards of rock fill and removal of up to 4,165 cubic yards of material below the OHW mark to reconnect the oxbow channel in T25S R11W Section 1, Tax Lot 100 within E. F. Millacoma River in Coos County, as described in the attached permit application, map and drawings, dated October 2014. In the event information in the application conflicts with the permit conditions, the permit conditions prevail.
3. **Work Period in Jurisdictional Areas:** Fill or removal activities below the ordinary high water elevation of E. F. Millacoma River shall be conducted between July 1 and September 15, unless otherwise coordinated with Oregon Department of Fish and Wildlife and approved in writing by DSL.
4. **Changes to the Project or Inconsistent Requirements from Other Permits:** It is the permittee's responsibility to ensure that all state, federal and local permits are consistent and compatible with the final approved project plans and the project as executed. Any changes made in project design, implementation and/or operating conditions to comply with conditions imposed by other permits must be approved by DSL prior to implementation.
5. **DSL May Halt or Modify:** DSL retains the authority to temporarily halt or modify the project in case of unforeseen damage to natural resources.
6. **DSL May Modify Conditions Upon Permit Renewal:** DSL retains the authority to modify conditions upon renewal, as appropriate, pursuant to the applicable rules in effect at the time of the request for renewal or to protect waters of this state.

General Construction Conditions

7. **Water Quality Certification:** The Department of Environmental Quality (DEQ) may evaluate this project for a Clean Water Act Section 401 Water Quality Certification (WQC). If the evaluation

results in issuance of a Section 401 WQC, that turbidity condition will govern any allowable turbidity exceedance and monitoring requirements.

8. **Erosion Control Methods:** The following erosion control measures (and others as appropriate) shall be installed prior to construction and maintained during and after construction as appropriate, to prevent erosion and minimize movement of soil into waters of this state.
 - a. All exposed soils shall be stabilized during and after construction in order to prevent erosion and sedimentation.
 - b. Filter bags, sediment fences, sediment traps or catch basins, leave strips or berms, or other measures shall be used to prevent movement of soil into waterways and wetlands.
 - c. To prevent erosion, use of compost berms, impervious materials or other equally effective methods, shall be used to protect soil stockpiled during rain events or when the stockpile site is not moved or reshaped for more than 48 hours.
 - d. Unless part of the authorized permanent fill, all construction access points through, and staging areas in, riparian and wetland areas shall use removable pads or mats to prevent soil compaction. However, in some wetland areas under dry summer conditions, this requirement may be waived upon approval by DSL. At project completion, disturbed areas with soil exposed by construction activities shall be stabilized by mulching and native vegetative plantings/seeding. Sterile grass may be used instead of native vegetation for temporary sediment control. If soils are to remain exposed more than seven days after completion of the permitted work, they shall be covered with erosion control pads, mats or similar erosion control devices until vegetative stabilization is installed.
 - e. Where vegetation is used for erosion control on slopes steeper than 2:1, tackified seed mulch shall be used so the seed does not wash away before germination and rooting.
 - f. Dredged or other excavated material shall be placed on upland areas having stable slopes and shall be prevented from eroding back into waterways and wetlands.
 - g. Erosion control measures shall be inspected and maintained as necessary to ensure their continued effectiveness until soils become stabilized.
 - h. All erosion control structures shall be removed when the project is complete and soils are stabilized and vegetated.
9. **Hazardous, Toxic, and Waste Material Handling:** Petroleum products, chemicals, fresh cement, sandblasted material and chipped paint, wood treated with leachable preservatives or other deleterious waste materials shall not be allowed to enter waters of this state. Machinery refueling is to occur at least 150 feet from waters of this state and confined in a designated area to prevent spillage into waters of this state. Barges shall have containment system to effectively prevent petroleum products or other deleterious material from entering waters of this state. Project-related spills into waters of this state or onto land with a potential to enter waters of this state shall be reported to the Oregon Emergency Response System (OERS) at 1-800-452-0311.
10. **Federally Listed Endangered or Threatened Species:** When listed species are present, the authorization holder must comply with the Federal Endangered Species Act. If previously unknown listed species are encountered during construction, all construction activity shall immediately cease and the permit holder must contact DSL.

11. **Archaeological Resources:** If any archaeological resources and/or artifacts are encountered during construction, all construction activity shall immediately cease. The State Historic Preservation Office shall be contacted at (503) 986-0674.
12. **Hazards to Recreation, Navigation or Fishing:** The activity shall be timed so as not to interfere with or create a hazard to recreational or commercial navigation or fishing.
13. **Work Area Isolation:** The work area shall be isolated from the water during construction according to the Work Area Isolation Plan contained in the application. All structures and materials used to isolate the work area shall be removed immediately following construction and water flow returned to pre-construction conditions.
14. **Temporary Ground Disturbances:** All temporarily disturbed areas shall be returned to original ground contours at project completion, as proposed in the Site Restoration Plan in the application.
15. **Fish Passage Required:** The project shall meet Oregon Department of Fish and Wildlife requirements for fish passage.

Issued: February 20, 2015



Oregon

John A. Kitzhaber, MD, Governor

Department of Environmental Quality

Northwest Region

2020 SW 4th Ave, Suite 400

Portland, OR 97201

(503) 229-5263

FAX (503) 229-6945

TTY 711

January 29, 2015

Mr. Jon Souder
Coos Watershed Association
P.O. Box 5860
Charleston, OR 97420

RE: USACE NWP-2013-261; Post Construction Stormwater Management Plan (SWMP) Approval

The Oregon Department of Environmental Quality (DEQ) has reviewed the Stormwater Management Plan (SWMP) submitted on your behalf for the U.S. Army Corps of Engineers Nationwide Permit NWP-2013-261. The Coos Watershed Association East Fork Millicoma Oxbow Reconnection Project will restore a historic oxbow channel and install two double-lane bridges at the inlet and outlets of the oxbow channel in the East Fork Millicoma River, near Allegany, Coos County, Oregon. The site is in Section 1, Township 25 South, and Range 11 West. DEQ hereby approves the submitted SWMP.

Weyerhaeuser Western Timberlands is responsible for the operations and maintenance (O&M) of the on-site stormwater treatment facilities as outlined in the approved plan. The applicant must allow DEQ personnel or an authorized contractor to enter the property as necessary to ensure compliance with the SWMP. DEQ must be given access to records under this approval including but not limited to O&M records and turbidity monitoring. DEQ must also be allowed to collect samples or monitor any discharge from the project site if warranted.

DEQ must be notified of any changes to the SWMP. If you have any questions, please contact Roxann Nayar at nayar.roxy@deq.state.or.us, by phone at 503-229-6414, or at the address on this letterhead.

Sincerely,



Roxann Nayar
401 Certification Specialist

cc: Tyler Krug (USACE)



Oregon

John A. Kitzhaber, M.D., Governor

Department of Fish and Wildlife

Fish Division
3406 Cherry Avenue NE
Salem, OR 97303
503-947-6200
Fax: 503-947-6202
www.dfw.state.or.us

July 17th, 2012

Jason Richardson
Weyerhaeuser Timber Company
98674 Dellwood Lane
Coos Bay, OR 97420

Nick Scheidt
Coos Watershed association
PO Box 5860
Charleston, OR 97420



Re: Fish Passage Approval for the EF Millicoma Oxbow Project; PA-17-0012

Dear Mr. Richardson and Mr. Scheidt,

The Oregon Department of Fish and Wildlife has reviewed and approves, as required by Oregon Fish Passage Law ORS 509.585, the fish passage design plans for the proposed East Fork (EF) Millicoma Oxbow reconnection project located in Coos County. The EF Millicoma is a tributary of the Millicoma in the Coos bay Watershed. The proposed project will remove roadfill and culverts and replace with two new bridges which will re-connect a historical oxbow of the EF Millicoma River. The old fill will be placed in the current channel of the EF Millicoma (bypass chute) to block the river and shunt flows into the oxbow. The project will greatly improve fish passage and will reconnect high quality habitat for native fish in the EF Millicoma.

ODFW Fish Passage program staff has reviewed the fish passage plan and all corresponding designs which were originally received by ODFW fish passage on 4/4/2012, with final application package received on 7/3/2012, and we find that the proposed crossing meets all ODFW fish passage criteria pursuant to OAR 635-412-0035 ((2)(3(a))(10)). ODFW fish passage approval is contingent on specific items which include:

1. All in-water work for these projects shall occur during a period approved by the ODFW Coos-Coquille fish District in Charleston.

2. Fish salvage and rescue shall be performed prior to commencement of any in-water work. All in water work, including work area isolation and temporary water management shall be coordinated with ODFW Coos-Coquille District.
3. Best management practices shall be followed throughout construction to minimize turbidity and other short term effects on the EF Millicoma.
4. The Owner(s) shall be responsible for all monitoring and maintenance required throughout the lifespan of the bridges and bypass plug such that the project continues to provide adequate passage for native migratory fish as described in the application materials. Monitoring shall entail visual observations during site visits paying special attention to any deposition, head-cutting, or scour near the bridges. Monitoring shall also entail visual inspection of the bypass plug during routine site visits. In order for this project to be successful the bypass plug must remain intact and functional through time. Visual observations should pay special attention to any scour or erosion at the bypass plug and associated rip rap, as well as to any seepage that may occur through the plug. If monitoring reveals that passage has become impaired at the bridges, the project owner shall contact and coordinate with the ODFW Coos-Coquille District to resolve the impairment. If monitoring reveals erosion or scour at the bypass plug in amounts that are greater than what's expected or in amounts that compromise the integrity or longevity of the plug, the project owner shall contact ODFW and develop a solution to the problem.
5. The Department shall be allowed to inspect the project site at reasonable times for the duration of this approval. Unless prompted by emergency or other exigent circumstances, inspection shall be limited to regular and usual business hours, including weekends.
6. Dewatering and re-watering of project areas shall be done in a slow manner to protect fisheries resources, reduce scour associated with the pulse of water, and that avoids dewatering sections that may contain fish.

Please retain this correspondence for your records, as this documents ODFW's approval of fish passage at this site. Please pass this information to the appropriate construction staff, and project owners. Please notify me if you have any questions regarding the content of this fish passage approval. Thank you for your cooperation and patience as we worked through the fish passage approval details for this project. If you have any questions, please contact me by calling 503-947-6256.

Sincerely,

A black rectangular redaction box covering the signature of the sender.

Ken Loffink
Assistant Fish Passage Coordinator

cc: Greg Apke, ODFW
Alan Ritchey, ODFW
Michael Gray, ODFW
Christopher Claire, ODFW
Project File PA-17-0012



Oregon

John A. Kitzhaber, MD, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE, Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

September 16, 2014

Dr. Jon Souder
Coos Watershed Association
PO Box 5860
Charleston, OR 97420



RE: SHPO Case No. 14-1482

E.F. Millicoma River Oxbow Reconnection, Millicoma Logging Road Bridges 4 & 5

DOE/FOE/Bridge removal and replacement

NOAA/OWEB

25S 11W 1, , Coos County


Dear Dr. Souder:

We have reviewed the materials submitted on the project referenced above, and we concur with the determination that the property is not eligible for listing in the National Register of Historic Places. We also concur that there will be no historic properties affected for this undertaking.

This letter refers to above-ground historic resources only. Comments pursuant to a review for archaeological resources will be sent separately.

This concludes the requirement for consultation with our office under Section 106 of the National Historic Preservation Act (per 36 CFR Part 800) for above-ground historic properties. Please feel free to contact me if you have any questions, comments or need additional assistance.

Sincerely,


Jason Allen, M.A.
Historic Preservation Specialist
(503) 986-0579
jason.allen@oregon.gov

OREGON SHPO CLEARANCE FORM

Do not use this form for ODOT or Federal Highway projects or to record archaeological sites

This form is for: federal cultural resource reviews (Section 106); state cultural resource reviews (ORS 358.653)									
SECTION 1: PROPERTY INFORMATION			SHPO Case Number: 14-1482						
Resource Name: Millicoma Logging Road, Bridges 4 and 5									
Street Address: T. 25 S.; R. 11 W., NE Section 1 (Golden Falls Quad)									
City: N/A		County: Coos							
Agency Project # N/A		Project Name: E.F. Millicoma River Oxbow Reconnection							
<i>If there is not a street address, include the Township, Range, and Section, cross streets, or other address description</i>									
Owner:	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Local Gov	<input type="checkbox"/> State Gov	<input type="checkbox"/> Federal Gov	<input type="checkbox"/> Other: _____				
Are there one or more buildings or structures? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO – If no, skip to Section 2 and append photo(s)									
Is the property listed in the National Register of Historic Places? <input type="checkbox"/> YES – Individually <input type="checkbox"/> YES – In a district <input checked="" type="checkbox"/> NO									
Original Construction date: 1947 - 1949 <input checked="" type="checkbox"/> Check box if date is estimated									
Siding Type(s) and Material(s): Wood trestle bridges			Window Type(s) and Material(s): N/A						
Has the property been physically altered? <input type="checkbox"/> No Alterations <input type="checkbox"/> Few Alterations <input checked="" type="checkbox"/> Major / Many Alterations									
SECTION 2: APPLICANT DETERMINATION OF ELIGIBILITY - Check the appropriate box									
<i>The purpose of this review is to avoid impacts to properties that are "eligible" (historic) or already listed in the National Register of Historic Places. Fully establishing historic significance can be very costly and time consuming. Therefore initial evaluations are based on age (50 years or greater) and integrity (historic appearance), which are the minimum qualifications for listing in the National Register. Additional documentation may be needed further in the process, but typically initial evaluations allow the review process to proceed expeditiously.</i>									
<input type="checkbox"/> The property is considered Eligible at this time because it is already listed in the National Register or									
<ul style="list-style-type: none"> • is at least 50 years old and retains its historic integrity (minimal alterations to key features) • has potential significance (architectural or historical) 									
<input checked="" type="checkbox"/> The property is considered Not Eligible at this time because it:									
<ul style="list-style-type: none"> • is less than 50 years old or is 50 years or older but there have been major alterations to key features • is known to have no significance, based on National Register-level documentation and evaluation 									
SECTION 3: APPLICANT DETERMINATION OF EFFECT - Check the appropriate box									
<input checked="" type="checkbox"/> The project has NO EFFECT on a property that is eligible or already listed in the National Register, either because there is no eligible property involved or the eligible property will not be impacted physically or visually.									
<input type="checkbox"/> The project will have a minor impact on a property that is eligible or already listed in the National Register, and therefore there is NO ADVERSE EFFECT . Minor impacts include replacement of some, but not all, siding, doors, or windows, etc.									
<input type="checkbox"/> The project will have a major impact on a property that is eligible or already listed in the National Register, therefore there is an ADVERSE EFFECT . Major impacts include full or partial demolition, complete residing, full window replacement, etc.									
STATE HISTORIC PRESERVATION OFFICE COMMENTS – Official use only									
Eligibility: <input checked="" type="checkbox"/> Concur with the eligibility determination above. <input type="checkbox"/> Do not concur with the eligibility determination above.									
Effect: <input checked="" type="checkbox"/> Concur with the effect determination above. <input type="checkbox"/> Do not concur with the effect determination above.									
Signed: _____ /2014									
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p style="margin: 0;">JASON ALLEN</p> <p style="margin: 0;">503-986-0579</p> <p style="margin: 0;">Jason.Allen@oregon.gov</p> </div> <div style="text-align: right;"> <p style="margin: 0; font-weight: bold; color: gray;">RECEIVED STAMP</p> <table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">RLS</td> <td style="padding: 2px;"> </td> </tr> <tr> <td style="padding: 2px;">ILS</td> <td style="padding: 2px;"> </td> </tr> </table> <p style="margin: 0; font-weight: bold; color: blue;">RECEIVED</p> <p style="margin: 0; font-weight: bold; color: red;">SEP 03 2014</p> <p style="margin: 0; font-weight: bold; color: blue;">OR SHPO</p> </div> </div>						RLS		ILS	
RLS									
ILS									
Comments: _____									



Oregon

John A. Kitzhaber, MD, Governor

September 19, 2014

Dr. Jon Souder
Coos Watershed Association
PO Box 5860
Charleston, OR 97420

Parks and Recreation Department

State Historic Preservation Office
725 Summer St NE, Ste C
Salem, OR 97301-1266
Phone (503) 986-0690
Fax (503) 986-0793
www.oregonheritage.org



RE: SHPO Case No. 14-1482

E.F.Millicoma River Oxbow Reconnection, Millicoma Logging Road Bridges 4 & 5
DOE/FOE/Bridge removal and replacement
NOAA/OWEB
25S 11W 1, , Coos County

Dear Dr. Souder:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains.

In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA).

If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,


Dennis Griffin, Ph.D., RPA
State Archaeologist
(503) 986-0674
dennis.griffin@oregon.gov



**CONFEDERATED TRIBES OF
COOS, LOWER UMPQUA & SIUSLAW INDIANS**

1245 Fulton Ave. Coos Bay, OR 97420
Phone (541) 888-9577 or 1-888-280-0726
Fax (541) 888-2853

25 September 2014

Dr. Jon Souder
Coos Watershed Association
PO Box 5860
Charleston, OR 97420

Re: E.F. Millicoma Oxbow Project Section 106 Clearance (25SR11WS1)

Dear Dr. Souder,

The Ancestral Territory of the Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians extends from the mouth of Tenmile Creek (Lane County) in the north, south to Fivemile Point halfway between the mouths of Whiskey Run Creek and Cut Creek (coinciding with the border between Sections 30 and 31, Township 27 South, Range 14 West, Coos County), thence east to the crest of the Coast Range (to Weatherly Creek on the Umpqua River. As such, the proposed work is within the Ancestral Territory of the Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians. The Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians have no objections to the proposed work.

Please be aware that federal and state laws prohibit intentional excavation of known or suspected cultural resources without an archaeological permit and require that we be notified immediately if resources are discovered, uncovered, or disturbed. 43 CFR 10 applies on tribal and federal lands, federal projects, federal agencies, as well as to federal actions and federally funded (directly or indirectly) projects. ORS 97.745 prohibits the willful removal, mutilation, defacing, injury, or destruction of any cairn, burial, human remains, funerary objects, or objects of cultural patrimony of any native Indian. ORS 358.920 prohibits excavation injury, destruction, or alteration of an archaeological site or object or removal of an archaeological object from public or private lands.

Please feel free to contact me if I may be of any further assistance.

Sincerely,

Stacy Scott
Cultural Resources Protection Specialist/THPO

CC: Files



COQUILLE INDIAN TRIBE

3050 Tremont Ave. North Bend, OR 97459
Telephone: (541) 756-0904 ~ Fax: (541) 756-0847
www.coquilletribe.org

September 9, 2014

Coos Watershed Association
PO Box 5860
Charleston, OR 97420


Re: 25S-R11W-S1

Thank you for the opportunity to comment on the proposal to reconnect the historic oxbow located on the East Fork Millicoma River in Coos County, Oregon. The Coquille Indian Tribe has no objections to the proposed work. We request that we be contacted immediately if any known or suspected cultural resources are encountered during the work.

If archaeological materials are discovered, uncovered, or disturbed, on the property, we will discuss the appropriate actions with all necessary parties. ORS 97.745 prohibits the willful removal, mutilation, defacing, injury, or destruction of any cairn, burial, human remains, funerary objects, or objects of cultural patrimony of a Native Indian. ORS 358.920 prohibits excavation, injury, destruction, or alteration of an archaeological site or object, or removal of an archaeological object from public or private lands.

Thank you again and feel free to contact me at (541) 808-5554 if you have any questions.

Best,


Kassandra Rippee, MA
Archaeologist
Tribal Historic Preservation Officer
Coquille Indian Tribe

CR4907

**(10) CITY/COUNTY PLANNING DEPARTMENT LAND USE AFFIDAVIT
(TO BE COMPLETED BY LOCAL PLANNING OFFICIAL)**

I have reviewed the project described in this application and have determined that:

- This project is not regulated by the comprehensive plan and land use regulations.
- This project is consistent with the comprehensive plan and land use regulations.
- This project will be consistent with the comprehensive plan and land use regulations when the following local approval(s) are obtained:
 - Conditional Use Approval
 - Development Permit
 - Other Permit (see comment section)
- This project is not consistent with the comprehensive plan. Consistency requires:
 - Plan Amendment
 - Zone Change
 - Other Approval or Review (see comment section)

An application has has not been filed for local approvals checked above.

Local planning official name (print) <i>Amy Dibble</i>	Title <i>Planner I</i>	City / County (circle one) <i>Coos</i>
Date <i>10/20/14</i>		

Comments:
*Permitted outright pursuant to LCO section 7.4.100
Routine Road Maintenance.*

(11) COASTAL ZONE CERTIFICATION

If the proposed activity described in your permit application is within the Oregon coastal zone, the following certification is required before your application can be processed. A public notice will be issued with the certification statement, which will be forwarded to the Oregon Department of Land Conservation and Development (DLCD) for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program, contact DLCD at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301 or call 503-373-0050.

CERTIFICATION STATEMENT

I certify that, to the best of my knowledge and belief, the proposed activity described in this application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

Print /Type Name <i>Jon A. Souder</i>	Title <i>Executive Director</i>
Signature <i>[Signature]</i>	Date <i>10/3/2014</i>

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: AUG 30 1996

COOS WATERSHED ASSOCIATION
C/O ANNE W. DONNELLY
✓ C/O CYNTHIA CUMFER, ATTORNEY
316 N.E. 28TH
PORTLAND,, OR 97232

Employer Identification Number:
93-1146207
Case Number:
956125016
Contact Person:
R. DIZON
Contact Telephone Number:
(213) 725-6619
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (DO/CG)

COOS WATERSHED ASSOCIATION

Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required

COOS WATERSHED ASSOCIATION

purposes and that they will be used for those purposes by the recipient.

Evidence submitted with your application indicates that you may engage in lobbying activities. Section 501(c)(3) of the Code specifically prohibits lobbying as a substantial part of your activities. If you do not wish to be subject to the test of substantiality under section 501(c)(3), you may elect to be covered under the provisions of 501(h) of the Code by filing Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization to Make Expenditures to Influence Legislation. This section establishes ceiling amounts for lobbying expenditures.


If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


Acting District Director

Addendum

Signature Authorization Page

I hereby make an application for financial assistance under the terms and conditions of the R&E Program as described in my project application.

I understand that if my project is approved for funding, the following will apply:

- All project sponsors must sign a grant agreement containing the terms and conditions on which funding will be released.
- Project expenses which occur before the grant agreement is signed or after the expiration date will not be paid by the R&E Program.
- Copies of all necessary permits must be submitted to the R&E Program.
- Project sponsors must certify compliance with local, state, and federal regulations and laws.
- Landowner, monitoring and maintenance agreements must be submitted to the R&E Program.
- Regular progress reports may be required, and at the end of each project a Completion Report must be submitted.
- Educational products resulting from projects are public domain.
- All information submitted to either party under this application is subject to the federal Freedom of Information Act.

Project Title: East Fork Millicoma Oxbow Reconnection and Habitat Restoration

Applicant: 

Date: 5/7/2015

Fiscal Officer: 

Date: 5-15-15