



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
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EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



MAR 22 2017

Date

Rob Jensen
City of Roseville
311 Vernon Street
Roseville, CA 95678
rjensen@roseville.ca.us

Subject: Final Streambed Alteration Agreement
Notification No. 1600-2016-0099-R2
City of Roseville Routine Maintenance of Streams and Drainage Facilities

Dear Mr. Jensen:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the City of Roseville Routine Maintenance of Streams and Drainage Facilities Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Initial Study/Mitigated Negative Declaration prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Angela Calderaro, Senior Environmental Scientist (Specialist) at 916-358-2920 or Angela.Calderaro@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

ec: Mark Morse, mmorse@roseville.ca.us
Angela Calderaro, Angela.Calderaro@wildlife.ca.gov
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CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD
RANCHO CORDOVA, CA 95670



**STREAMBED ALTERATION AGREEMENT
FOR ROUTINE MAINTENANCE ACTIVITIES**
NOTIFICATION NO. 1600-2016-0099-R2
CREEKS WITHIN THE CITY OF ROSEVILLE

CITY OF ROSEVILLE
ROUTINE MAINTENANCE OF STREAMS AND DRAINAGE FACILITIES PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and City of Roseville (Permittee) as represented by Rob Jensen.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified the Department on 02 May 2016, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located within the City of Roseville (City) boundaries, covering approximately 32 square miles as well as the Amoruso Rancho Specific Plan (ARSP) area (an approved specific plan subject to annexation), collectively known as the project area.

Routine maintenance activities would take place within creeks, improved and unimproved drainage channels, detention basins and constructed water quality swales, associated riparian vegetation, and low floodplains throughout the project area (Figure 1 Project Vicinity, Figure 2 Project Location – **See Exhibit A**).

The watercourses included within this Agreement are the following creeks and their tributaries: Dry Creek, Cirby Creek, Linda Creek, Miners Ravine, Secret Ravine, False

Ravine, Antelope Creek, Pleasant Grove Creek, South Branch Pleasant Grove Creek, Pleasant Grove Creek North Branch, Pleasant Grove Creek Blue Oaks Tributary, Pleasant Grove Creek Placer Tributary, Kaseburg Creek, Kaseburg Creek Sun City Tributary One, Kaseburg Creek Sun City Tributary Two, Kaseburg Creek East Branch, Kaseburg Creek South Branch, Coyote Creek, and Highland Ravine (Figure 3 Project Area – **See Exhibit A**). In addition multiple unnamed drainage ditches, canals, drainage swales, detention basins and overland relief within the project area would undergo routine maintenance. The Permittee would also maintain the City's flood warning system and Cirby-Linda-Dry Creek flood control facilities (including flood walls, berms, bypass channels, pumps, and berms).

For the purposes of this Agreement, the limits of Department jurisdiction were developed based on aerial photography and City floodplain mapping and generally extends from the center of channel to the outer edge of riparian zones, wetland vegetation or low floodplains (whichever is larger). Jurisdictional areas included in the project area are generally mapped with green, blue or purple shading in Figure 3 Project Area (**Exhibit A**). In specific circumstances, the boundary of Department jurisdiction may differ from mapped limits. Exact limits of Department jurisdiction will be determined on a case-by-case basis in consultation with Department during submittal of each Verification Request Form (VRF).

PROJECT DESCRIPTION

"Agreement for routine maintenance" means an Agreement that: (1) covers only multiple routine maintenance projects that the entity will complete at different time periods during the term of the Agreement; and (2) describes a procedure the entity must follow for any maintenance projects the Agreement covers.

"*Routine Maintenance Work*" means (project) work performed regularly by Permittee, within those Project Locations identified above, to maintain the functional and structural integrity of its facilities.

"*Project*" means one activity, or two or more interrelated activities that could or will affect similar fish and wildlife resources. Unless approved in writing by the Department, a project will occur within the same watercourse and/or its immediate tributaries and it will not exceed 30 days of duration since maintenance activities start.

"Baseline Conditions" means the ecological condition of a site at the time the Agreement was finalized. Routine maintenance work conducted once every year or two that maintains current ecological conditions (i.e., annual vegetation trimming and thinning consistent with the City's flood model) is not considered a Temporary or Permanent Impact because the vegetation typically returns within one year and therefore does not alter the habitat function from Baseline Conditions.

"Temporary Impact" means all ecological effects that change Baseline Conditions and persist for one year. Projects with temporary effects generally involve vegetation removal followed by habitat restoration or non-disturbance to allow for natural re-growth. For vegetation control, the frequency of pruning, thinning, cutting, mowing, or similar

activity is less than once every three years.

“Permanent Impact” means all effects that displace existing habitat or change Baseline Conditions that persist for greater than one year. For vegetation control, the frequency of pruning, thinning, cutting, mowing, or similar activity occurs at the same location more than once every 3 years. Removal of individual hazard trees within larger riparian communities generally shall not be considered an impact requiring mitigation as the ecological function of the community will not be significantly reduced.

MAINTENANCE WORK

The Permittee may perform the maintenance work described below without obtaining a separate Agreement from the Department, provided that the Permittee: 1) limits the work to within those areas identified in the Project Location; 2) submits a Verification Request Form (VRF) and receives Department approval prior to commencing any activity; and 3) completes the work in accordance with the terms and conditions specified herein. The City’s routine maintenance work program includes the following activities:

- a. Trail Maintenance. The Permittee may maintain access roads and existing trails along creek corridors and at trail creek crossings. There are approximately 34 miles of paved trails in the City. In general, the existing paved trail network is used as maintenance access. Vegetation control equipment is expected to largely be comprised of herbicides, mowers, chainsaws and other hand tools, with the occasional use of a backhoe. The Permittee would remove debris, woody and herbaceous vegetation, trees which are in clear danger of falling in or across a trail/creek crossing, trim obstructing branches and downed trees, selective trimming for public safety and visibility and perform general maintenance on trail facilities such as benches, signage, pedestrian bridges, culverts, slope stabilization, erosion control, etc. Vegetation would be maintained to ensure a minimum clearance of five (5) feet from the edge of an improved access road, trail, and associated facilities to maintain trail safety and public access.
- b. Goat Grazing. The Permittee may contract for goat grazing services to aid in thatch management, fuel reduction and invasive species removal tasks. This would involve a herd of approximately 500 goats and temporary low voltage electric fencing to contain the herd to a defined paddock. Herds would be left in a paddock for a period of 12 to 36 hours depending on vegetation density and the desired amount of vegetation removal and would then be moved onto the next area. In this fashion, large swaths of open space preserve within the City would be “flash grazed” once every 1 or 2 years. Approximately 1,400 acres of open space preserve would be flash grazed annually. A portion of this grazed area would be within riparian areas under Department jurisdiction. Goat grazing is typically conducted on steep slopes and other areas where access is limited. Goat grazing practices will be focused on maintaining Baseline Conditions but in certain circumstances, areas grazed by the goats with a high risk of erosion

may be reseeded with native plants or stabilized with general storm water best management practices to manage soil erosion in critical areas such as outfalls. Goats will generally not be permitted within the bed, bank or channel of stream channels under Department jurisdiction; however, goats may be allowed to drink from streams on a case-by-case basis if approved by the Department during the VRF process. Goat grazing is necessary to maintain storm flow capacity, reduce thatch level/fire load, and control invasive species in areas where worker/equipment access would be difficult.

- c. Channel Alignment Maintenance. At locations where improved City property and facilities are at risk, the Permittee may maintain existing channel alignments to prevent creeks and drainages from altering course during large storm events. Activities may include the strategic addition of rock slope protection armoring along the outside edge of stream meanders and in other locations where hydraulic forces are concentrated. In non-urgent locations, the channel may be densely planted with native plants in order to stabilize banks and maintain the current creek alignment. Work may also entail removal of deposited sediment within the wetted channel to prevent the bed of the channel from elevating and causing the channel to braid. Maintaining existing channel alignments may be necessary to prevent channels from undermining and destabilizing bridges, public utilities, roadways, or bike trails. Temporary and Permanent Impacts shall not exceed an area of 100 linear feet or 0.2 acres. Individual project sites with Permanent Impacts must be separated by a distance of at least 1,500 feet.
- d. Debris or Obstruction Removal. The Permittee may remove debris, trash, rubbish, flood-deposited woody and herbaceous vegetation, downed trees, branches, and associated debris that substantially obstruct (or could obstruct) water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures. Debris removal may occur in creeks, channels, detention basins, dams, boat ramps, docks, and trails. Debris or obstruction removal may be followed by re-vegetation efforts.
- e. Beaver dam removal. The Permittee may remove beaver dams and associated debris that substantially obstructs (or could obstruct) water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures. Beaver dam removal may occur by use of hand tools and heavier equipment if needed. For beaver dam removal purposes a "project" is defined as the removal of beaver dams within the same watercourse within 30 days. This does not include the installation of beaver deterrent structures that may substantially alter the bed, bank or channel within the project area.
- f. Removal, Replacement, or Repair of Facilities. Permittee may remove or replace culverts, inlets, manholes, above and below ground utilities, or other facilities within areas of Department jurisdiction. Removal or replacement of facilities may require the trimming or removal of vegetation, displacement of sediments and/or placement of materials within creeks, channels and basins, man hole lining, flushing, vactoring (pneumatic sewer line cleaning with a vacuum truck), Closed

Circuit Television (CCTV) inspections, horizontal directional drilling, jack & bore, electric pole removal/replacement, and open trenching.

- g. Silt, Sand or Sediment Removal. The Permittee may displace or remove (under dewatered or dry conditions) silt, sand, gravel, or sediment in the immediate vicinity (within 50 feet of natural channels and within 250 feet of un-vegetated altered channels) of natural or man-made structures and facilities, both lined and unlined, that could substantially obstruct water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, bridge structures or other facilities. Silt, sand and sediment removal efforts may extend further from structures if approved by the Department during the VRF process. Such structures or facilities may include outfalls, bridges, culverts, beaver dams, basins, and the invert of creeks and channels. Removal of silt, sand, or other sediments may be followed by re-vegetation efforts.
- h. Vegetation Control in Channels. The Permittee may cut, mow, disc, or bulldoze grasses, shrubs, and woody growth to maintain the designed capacity of floodways. The Permittee may cut, trim, or remove the lower branches of large trees to facilitate site inspections and maintain channel capacity. The Permittee may remove dead trees, dying trees, and new trees less than 4-inches diameter at breast height (dbh) to maintain channel capacity and prevent erosion. Where native trees or woody riparian vegetation split into several trunks close to ground level, the dbh shall be measured for each trunk and calculated as one tree. The Permittee anticipates vegetation control equipment to largely be comprised of chainsaws, other hand tools and herbicides, with the occasional use of a backhoe. The Permittee would cut, or mow weeds, grasses, shrubs, and woody growth to the extent necessary to conduct safety inspections. The Permittee would cut, trim, or remove the lower branches of large trees to facilitate site inspections and maintain channel capacity per the City's flood model. The Permittee would remove dead or dying trees at risk of falling across a channel and impairing channel capacity. The Permittee may remove non-native vegetation to maintain channel capacity and improve native habitat. The Permittee shall not remove sensitive plant populations without Department approval. In addition, maintenance work near elderberry shrubs will be consistent with the *Biological Opinion on Service Approval of the City of Roseville Open Space Preserve Overarching Management Plan* (BO # 81420-2008-F-1958-3).
- i. Tree and Vegetation Control for Overhead Electric Infrastructure. The Permittee may cut, trim and potentially remove trees and vegetation as necessary to maintain the safety and regulatory clearance setbacks from overhead electric lines and related infrastructure. This work is typically conducted by tree trimming crews using bucket lift trucks, chain saws other hand tools and chippers.
- j. Repair of Previous Erosion Control Work. The Permittee may repair previous erosion control work, including, but not limited to, failed rock slope protection, sacked concrete, or gabion sections. Such work would not extend beyond 100 linear feet of the existing revetted area. In some areas these activities and other

routine maintenance activities may require fill near outfalls, bridges, culverts, basins, and the invert of creeks and channels. Types of fill materials could include riprap, soil, gravel material, or aggregate base and would come from commercial sources in the local area. The Permittee may also employ bioengineering methods where feasible to repair or enhance previously installed erosion control work. Materials would be placed with equipment such as an excavator, backhoe, dump truck, bobcat, skip loader, front loader or other small construction equipment. Exact methods, locations and volumes of erosion repair activities would be submitted to Department for final approval through the VRFs.

- k. Temporary Water Diversions. To minimize sedimentary effects to the channels and waterways, temporary water diversions may be utilized as necessary to prevent surface water from entering maintenance work areas. Dewatering is anticipated to be necessary for work within the wetted channel of perennial stream channels during the summer low flow period. Diversion and dewatering plans specific to the individual routine maintenance activity would be submitted to Department for final approval through the VRFs.
- l. Minor Erosion Control Work. The Permittee may slope, place earthen fill, install rocks and gabions, apply gunite, or take other necessary measures to control erosion on previously unrevetted areas. Temporary and Permanent Impacts would not exceed 100 linear feet in length or 0.2 acres (which ever area is smaller). The Permittee may use bioengineering methods where feasible to reduce creek bank erosion. Bioengineering slope stabilization areas may be larger than 100 linear feet in length or 0.2 acres if approved by the Department. Containment measures would be used to prevent deleterious material from entering state waters and avoid adverse impacts to fish and wildlife resources. For purposes of placement of rock slope protection or shot-crete application as bank erosion control, individual project sites must be separated by a distance of at least 1,500 feet.
- m. Bridge Washing, Graffiti Removal and Painting. Permittee may clean, wash, and paint structures such as bridges within the Department's jurisdiction. Bridge washing will involve power washing the bridge to remove non-original materials such as dirt, spider webs and stains. Graffiti removal may involve power washing, applying chemical solvents, or rolling on paint over the graffiti. Bridge painting will involve power washing following by applying paint with either a roller or pneumatic spray gun. Containment measures including drop cloths and spill containment measures will be used to prevent deleterious material from entering State waters and avoid adverse impacts to fish and wildlife resources.
- n. Geotechnical Sampling and Subsurface Cultural Resource Sensitivity Testing. Permittee may obtain core samples and conduct other minor geotechnical and/or cultural resources investigations in support of these maintenance activities, provided such work does not adversely affect fish and wildlife resources. Geotechnical investigations would involve a truck or track mounted drill rig and a crew of two or three drill operators and one geologist. The drill rig would be used

to obtain 3 or 4 inch diameter core samples in order to determine the nature of underlying sediments and bedrock to a depth determined by the onsite geologist during drilling (typically 20-80 feet). After drilling is complete, the hole will be filled with either bentonite clay (weathered volcanic ash) or mortar (low aggregate concrete) to prevent groundwater contamination. Positioning of the drill rig may require vegetation trimming to access the site. Impacts associated with site access and vegetation trimming will be quantified and included in the VRF submitted for the work. Drill rigs would be positioned over secondary containment to prevent fuel or hydraulic leaks from contaminating soils. Secondary containment will consist of visqueen or similar plastic sheeting. The edges of secondary containment will be elevated to prevent leaks from running off the plastic sheeting. Geotechnical sampling and subsurface cultural resource sensitivity testing is only included as an activity if it is directly related to routine maintenance activities covered under this Agreement.

- o. Flood Alert System. The City's Flood Alert System is comprised of remote sensor and transmitter locations along various streams within the City that are prone to flooding. The Permittee may access and maintain the remote sensor and transmitter installations currently in operation. The Permittee may install new stream gauge equipment for monitoring stream levels and precipitation within the stream zone.

Potential Mitigation Alternatives for Permanent Impacts

The following tasks may be implemented as compensatory mitigation for Permanent Impacts associated with routine maintenance tasks. Implementation of mitigation is not subject to the VRF process but would occur consistent with the Habitat Management and Monitoring Program (HMMP) as outlined in Measure 3.2 and requires implementation of the protective measures in this Agreement.

- a. Adopt-a-Creek Program. The Permittee may partner with nonprofits, businesses and residents to perform creek/drainage trash and invasive species removals and restoration activities through the City's Adopt-a-Creek program. Creek restoration activities may consist of trash abatement, invasive plant removal, and plantings of local native species to improve fish and wildlife habitat, protect water quality and stabilize bank erosion. Program activities may include group "volunteer cleanup/work days" or small scale individual restoration or enhancement projects (for example, "Eagle Scout" projects). Through the Adopt-a-Creek program, the Permittee will establish long-term creek adoption commitments from non-profits such as Dry Creek Conservancy, Trout Unlimited, Granite Bay Flycasters, businesses, and citizen's groups.
- b. Creek Restoration and Erosion Repair Projects. The Permittee may restore locations with existing bank erosion or scour problems to improve riparian habitat value and water quality. Potential restoration project locations within Linda Creek, Cirby Creek, Dry Creek, Secret Ravine, and Strap Ravine are identified in **Exhibit A**. The Permittee may add new locations (with Department concurrence)

to the list of potential creek restoration and erosion repair projects. Restoration activities may involve the following steps: removal of non-native vegetation; re-grading eroded, scoured, or undercut portions of the creek to more stable and natural topography; and bio-stabilization of the restoration area to prevent future erosion. Bio-stabilization would involve installing biodegradable geotextile fabric (e.g. coconut coir erosion control blankets, fibers rolls) and native riparian vegetation to stabilize the restoration area and provide long term riparian habitat. Areas at or below the Ordinary High Water Mark (OHWM) may be stabilized with a combination of biodegradable geotextile fabric and fast growing native species. Banks and floodplains would be planted with riparian trees and shrubs typical to the region. Herbaceous understory species may be added to the restoration site above the OHWM either by installing plugs or broadcasting a seed mix. Restoration Plans will be submitted to the Department for review and approval.

- c. Invasive Species Removal. The Permittee may remove non-native invasive vegetation to enhance existing habitats under Department jurisdiction. Invasive vegetation removal must include a maintenance and monitoring period to ensure that the site is not eroded or re-colonized by invasive species. If appropriate, sites will be revegetated by applying a native seed mix, installing container plants, or both.
- d. Conversion of Concrete-Lined Channels. Removal of concrete lining from channels would entail removing concrete lining, restoring the channel to natural, self-sustaining topography, and revegetating the banks with site appropriate native riparian vegetation. The Permittee may undertake projects to convert existing concrete-lined channels to a more natural state to improve water quality, improve aesthetic values, or provide compensatory mitigation for Permanent Impacts associated with routine maintenance activities.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: dwarf downingia (*Downingia pusilla*), Boggs Lake hedge-hyssop (*Gratiola heterosepala*) Sanford's arrowhead (*Sagittaria sanfordii*), Legenere (*Legenere limosa*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardi*), Conservancy fairy shrimp (*Branchinecta conservatio*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), western spadefoot (*Spea hammondi*), western pond turtle (*Emys marmorata*), steelhead - Central Valley DPS (*Oncorhynchus mykiss irideus*), Swainson's hawk (*Buteo swainsoni*), tricolored blackbird (*Agelaius tricolor*), white-tailed kite (*Elanus leucurus*), burrowing owl (*Athene cunicularia*), grasshopper sparrow (*Ammodramus savannarum*), purple martin (*Progne subis*), other migratory birds, bats, and other aquatic and terrestrial plant and wildlife species.

Identification and analysis of species impacts can be found in the City of Roseville California Environmental Quality Act *Routine Maintenance of Stream Channels and Drainage Facilities Project Initial Study/Mitigated Negative Declaration* (SCH#2016092050).

The adverse effects the project could have on the fish or wildlife resources identified above include: soil compaction or other disturbance to soil layer, temporary release of contaminants (i.e. incidental from maintenance), removal of riparian habitat, disruption to nesting birds, reptiles and other wildlife.

Approximately 3.3 acres of Permanent Impacts to vegetation are anticipated over the 12-year life of the RMA in the form of rip-rap, earthen fill, and repair of existing facilities. It is anticipated that 1.1 acres of Permanent Impacts will occur in riparian areas and 2.2 acres of Permanent Impacts will occur in stream channel or detention basin habitats that may have emergent vegetation. Approximately 14 acres of Temporary Impacts are anticipated over the 12-year life of the RMA. Approximately 8 acres of Temporary Impact will be in stream channels and detention basins in the form of sediment removal and may impact emergent vegetation. The remaining 6 acres will be in riparian areas in the form of temporary staging areas, access roads, and work areas. **Table 1** lists the summary of cumulative impacts to vegetation over the 12-year life of the project.

Table 1 – Summary of Cumulative Impacts to Vegetation

Type of Impact	Permanent Impact Total Area (acres)	Temporary Impact Total Area (acres)
Riparian	1.1	6.0
In-stream/wetland	2.2	8.0
Total	3.3	14

Maintenance activities may result in disturbance of approximately 0.67 acres and remove 4,117 cubic yards (CY) of debris and sediment annually and may result in approximately 0.27 acre and 1,434 cubic yards of fill annually.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to the Department personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement, the approved verification request form (VRF), and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict

with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall work with Permittee to resolve any conflict.

- 1.4 Project Site Entry. Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Operator shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required State and federal threatened and endangered species permits.
- 1.6 Nesting Birds. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.
- 1.7 Verification Request Form (VRF): The VRF is provided by the Department to the Permittee as an Exhibit to this Agreement (**Exhibit B**). The Permittee shall complete the VRF for all project submissions.
 - 1.7.1 Submission of the VRF: The Permittee shall complete the VRF and submit (preferably by email) to R2LSA@wildlife.ca.gov and the current staff contact's email.
 - 1.7.2 Content of the VRF: The VRF shall include supporting documents for the maintenance activity, including but not limited to: photos, updated surveys, drawings and/or maps, etc.
 - 1.7.3 Changes to the VRF: The VRF may be administratively updated through the term of this Agreement, to reflect changes in contact information.
 - 1.7.4 VRF Fees: Fees associated with the projects identified by each VRF shall be submitted annually to the Department (see "Fees" below).
 - 1.7.5 Species: In any areas where species protected under the California Endangered Species Act (FGC 2080 et seq.), plants designated as rare under FGC 1908, or California Fully Protected Species (FGC 3511, 4700, 5050 and 5515) may be present, work may only occur after the area has been surveyed by a qualified biologist and it has been determined that the work can occur without the possibility of Take.
 - a. Any VRFs submitted to the Department for work in those areas must include a copy of the biological survey and/or methodology used to determine the absence of listed species.
- 1.8 Timing of Maintenance Work: Ten (10) days prior to commencing routine maintenance work, the Permittee shall complete and submit to the Department a VRF as described in Section 1.7 of the Agreement.

- 1.8.1 Project Delays: In the event that the Permittee delays the project start date specified in the VRF by more than ten (10) days, the Permittee shall submit a revised VRF before beginning the project.
- 1.8.2 Urgent Review Requested: In cases where the Permittee must expedite work based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, and other limiting factors, the Permittee shall submit to the Department a VRF for the work a minimum of two (2) working days prior to beginning said work. The VRF shall be submitted as described in Section 1.6 of this Agreement and shall include a description of the reason why urgent review is needed.

1.9 Department Processing of the VRF

- 1.8.3 Receipt of VRF: Upon receipt of a VRF, the Department may acknowledge receipt of any VRF in the form of an email response to the Permittee contact person identified in the VRF; however, such acknowledgement shall not be deemed an approval by the Department that the Permittee may begin the work described in the VRF.
- 1.8.4 Consistency with the Agreement: Within ten (10) days of receipt, the Department shall determine if the routine maintenance work described in the VRF is covered by and consistent with this Agreement, and provide response to the Permittee.
- 1.8.5 Concurrence of Work: If the Department determines that the work described in the VRF is consistent with and covered by this Agreement the Permittee may begin the work described in the VRF, provided it does so in accordance with the terms and conditions in this Agreement. This may include a site visit by the Department for field confirmation.
 - a) Prior to the proposed start date in the VRF, complete the bottom portion of the submitted VRF, check the appropriate "Notice of Concurrence" box and return the approved VRF to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list) stating that the Permittee may proceed with the work described in the VRF; or,
 - b) Allow the agreed upon comment period to lapse by not responding to the VRF within the appropriate timeframe.
- 1.8.6 Non-Concurrence of Work: If the Department determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, the Department shall send by email a notice of non-concurrence to the Permittee contact person identified in the VRF and all the Permittee employees on the email distribution, in which case the Department must send the notice prior to the proposed start date in the VRF. If the Department submits a notice of non-concurrence, the Department shall specify the basis for its inconsistency determination and describe the actions the Permittee will need to take before it may begin the work.

- 1.9 Emergency work: This Agreement does not apply to emergency work by the Permittee. The Permittee shall complete any emergency work in accordance with FGC Section 1610, and comply with the Notification requirement in FGC Section 1610 by completing the Notification of Emergency Work form found on the Department's website at <https://www.wildlife.ca.gov/Conservation/LSA/Forms> and submitting it to the Department as instructed.
- 1.10 Maintenance work not covered by this Agreement: Maintenance work not covered by or consistent with this Agreement shall include any routine maintenance work not identified in the Project Description and outside of the Project Location as specified in this Agreement, regardless of whether the work is otherwise consistent with this Agreement. For routine maintenance work not covered by this Agreement and subject to FGC Section 1602, the Permittee shall notify the Department in accordance with that section before beginning the work. See the Department website <https://www.wildlife.ca.gov/Conservation/LSA> for instructions and forms for providing notification of Lake or Streambed Alteration to the Department.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. The time period for completing earthmoving work within stream zone shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of May 1 to October 15. Maintenance activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Maintenance activities that involve earthmoving within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Dry Weather Only. The work period within Department jurisdictional area shall be restricted to periods of dry weather (with less than a 30% chance of rain). All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area.
- 2.3 Work Period Extensions. The work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to the Department. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide

specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting the Department in its evaluation. Time extensions are issued at the discretion of the Department. The Department will have ten calendar days to approve the proposed work period extension. The Department reserves the right to require additional measures designed to protect natural resources.

Biological Resources

- 2.4 Designated Biologist. At **least thirty (30) days before training or pre-maintenance activity surveys are conducted**, Permittee shall submit to the Department in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain the Department's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present in the project area.
- 2.5 Designated Biologist On-site with Stop work Authorization. In any areas where suitable habitat for special-status species may be present, the Permittee shall have a Designated Biologist on site during initial soil disturbing activities and shall be on call daily to ensure that Agreement conditions are being met and implemented to minimize impacts to fish and wildlife species and habitat. The Designated Biologist shall be responsible for conducting pre-maintenance surveys within the project area and monitoring the initiation of all ground- or vegetation-disturbing activities subject to this Agreement. The Designated Biologist shall have the authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. If any special-status species are found, maintenance activities shall cease and the Permittee shall notify the Department immediately if there is a threat of harm to any sensitive species, or other aquatic wildlife.
- 2.6 Annual Environmental Awareness Education. The Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site and on an annual basis. The program shall consist of a presentation from the Designated Biologist or another Department-approved biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present in the project area. The biologist shall also include as part of the education program information about the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be

provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work under this Agreement.

- 2.6.1 *Invasive Species Education Program.* Permittee shall conduct an Invasive Species Education Program for all persons working within the project site prior to the commencement of any project activities. The program shall consist of a presentation from a qualified biologist that includes a discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the project area. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The program shall also include a discussion of best management practices (BMPs) to be implemented in the project area to avoid the introduction and spread of invasive species into and out of individual project sites. The program shall be repeated annually until the end of the Agreement term. Copies of program materials shall be maintained at the project site for workers to reference as needed.
- 2.6.2 *Sign-in Sheets.* Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and submitted with the annual reports required by Measure 4.4 of this Agreement.
- 2.6.3 *Fact Sheets.* The Permittee shall prepare and distribute cards or fact sheets that contain the species or sensitive resource information for workers to carry while onsite.
- 2.7 Pre-Maintenance Inspection. The Permittee shall visually check for wildlife under parked vehicles and equipment within the maintenance area prior to moving that equipment. If sensitive species are observed, the Designated Biologist shall be contacted. If it is determined that the work site is occupied by a sensitive species, the Permittee shall not commence activities until no signs are present that the site is being used by the species or that the species is no longer present.
- 2.7.1 *Special-Status Species Encountered During Work.* If the Permittee encounters a special-status species within or adjacent to the project area, work shall be suspended, the Department notified, and if needed, additional conservation measures shall be developed in consultation with the Department prior to re-initiating the activity.
- 2.8 Leave Wildlife Unharmd. The Permittee shall allow any fish or wildlife it encounters during the course of maintenance work authorized by this Agreement to leave the work area unharmd.

2.9 Nesting Birds. To avoid impacts to nesting birds, focused surveys for bird nests shall be conducted by the Designated Biologist or Department-approved biological monitor for maintenance activities that must take place between February 1st and August 31st. The survey shall be conducted no more than five (5) days prior to the start of maintenance activities. This will include surveys of the ground, herbaceous, shrub, or canopy vegetation and structures (i.e., bridges, old buildings, etc.). The survey shall be conducted within a minimum 500-foot radius of project activities (to the degree feasible). The results of the nest survey shall be submitted to the Department before the start of work. The results of the survey shall include the following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, map of survey routes, and the type of species nesting. Take of individual raptors, their nests, and eggs is currently prohibited under FGC Sections 86, 3503, 3503.5, and 3513.

2.9.1 *Bird Management and Monitoring Plan*. Before the start of maintenance activities, if nests are found during the survey, the Permittee shall prepare and submit to the Department a Bird Management and Monitoring Plan (Plan) which includes survey results and establishes the necessary buffers to avoid take of a nest pursuant to FGC sections 3503 and 3503.5. The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all maintenance activities. For active nests, a buffer or installation of appropriate barriers shall be established between the maintenance activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout maintenance or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to complete work. Nests shall be monitored to ensure the efficiency of the buffers.

2.9.2 *Removal of Trees/Shrubs During Fall/Winter Months*. To avoid potential impacts to tree nesting birds, trees and shrubs designated for trimming or removal may be cut down during the time period of September 1 to January 31st, provided the Permittee has determined that no raptor or special-status birds have established nests on the vegetation proposed for removal or use the site as a rookery.

2.9.3 *Additional Surveys*. If a lapse in project-related work of fifteen (15) calendar days or longer occurs, consultation with the Department shall be required and another focused survey may be required before project work can be reinitiated.

2.10 Burrowing Owl. If suitable habitat for burrowing owl is present on and/or adjacent to project activities, the Designated Biologist will complete surveys according to the

Staff Report on Burrowing Owl Mitigation (CDFG 2012) or updated version.

Surveys will be conducted on the project site and within 150 meters of areas that will be directly or indirectly impacted by the project, where feasible. Surveys shall not be conducted during inclement weather, when burrowing owls are typically less active and visible. If burrowing owls or evidence of burrowing owls (e.g., whitewash or pellets) are not observed during surveys, no additional mitigation is necessary. If the birds are present, then the area should be avoided.

- 2.10.1 *Biological Monitor*. If the Permittee does not conduct the surveys as outlined above, then the Designated Biologist shall conduct pre-maintenance surveys no more than three (3) days prior to the start of the work or any site preparation activities. If sign of owls is not evident, then the Designated Biologist must also be present onsite during work activities to ensure any potential burrows or perch sites where burrowing owl may be present are avoided. If it is evident that the burrows are actively being used, the Permittee shall not commence activities, but shall consult with the Department. After consultation, the Department may determine when activities can commence or if another action must be taken to minimize impacts to the species.
- 2.10.2 *Exclusion Plan*. If burrowing owl is present and cannot be avoided, the Permittee shall develop a Burrowing Owl Exclusion Plan (Plan) approved by the Department. The Plan shall include mitigation for the temporary and permanent loss of habitat as outlined in the Department's current Burrowing Owl staff report to include permanent protection of mitigation land, a management plan, and endowment.
- 2.11 Swallow Inspection. Maintenance activities on bridges shall either occur outside of the swallow nesting period (February 1st through August 31st) or frequent inspection of the bridge for nesting activity shall begin by February 1st as outlined in the *Bird Management and Monitoring Plan*. If swallows begin colonizing the bridge prior to beginning bridge work, all nest precursors (mud placed by swallows for construction of nests) shall be washed down or scraped at least once daily until swallows cease trying to construct nests. Nests may only be removed if they are less than one-third (1/3) built. If the nest is greater than one-third (1/3) built, the Designated Biologist must inspect the nest to ensure no eggs or young are present. This activity shall not result in harm or death to swallows.
- 2.12 Western Spadefoot Toad. Within suitable habitat and where proposed maintenance activities may impact the toad, pre-commencement surveys shall be conducted to determine the presence of the western spadefoot toad. If the species is found in the area prior to project activities, they shall be relocated to a suitable habitat area outside of the project site by the Designated Biologist with all required permits. The results of the survey shall be sent to the Department within one week of survey completion. The Designated Biologist shall provide Permittee a list of exclusion measures that the Permittee shall use to minimize risk of take or injury to

any individual animals in the vicinity of the project site. The Permittee shall ensure that these exclusion measures are in place prior to project activities.

2.13 Rare Plant Surveys. If suitable habitat is present, survey(s) for Sanford's arrowhead or other special-status plant species with the potential to be impacted by project activities shall be conducted in accordance with the Department's "*Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities* (revised May 8, 2000)." If any special-status plant species are present and will be affected by the project, adequate avoidance measures shall be incorporated into the project. If special-status plant species cannot be avoided, suitable species-specific mitigation must be developed in consultation with Department, which may include a combination of on-site and off-site plant preservation and compensation measures.

2.13.1 *Buffer Zones*. Department recommends that a no-disturbance buffer zone should be maintained and marked to protect any special status plant populations. The no-disturbance buffer zone should be at least 25 feet wide. For any populations that cannot be avoided and a 25-foot buffer zone maintained, a mitigation plan should be submitted to and approved by Department prior to any ground disturbing activity or heavy equipment use.

2.14 Avoidance of Vernal Pools. Project activities will not be conducted within 250 feet of vernal pools unless it is determined that project activities are consistent with the Biological Opinion on Service Approval of the City of Roseville Open Space Preserve Overarching Management Plan (BO #81420-2008-F-1958-3).

2.15 Tricolored Blackbird or California Black Rail Habitat. Areas of emergent wetland vegetation (i.e., bulrush, cattails, etc.) and thickets of thorny vegetation (i.e., blackberry, thistle, etc.) will not be removed unless it is determined by the Designated Biologist that the area is not suitable habitat for tricolored blackbird or California black rail. If it is suitable habitat, project activities may only commence if the Department determines that project activities will not adversely affect these species.

2.16 Bats. The Designated Biologist will check for evidence of bats if project activities will be located in an area that has the potential to impact bat species. If bats are found, then the Department will be notified and consulted to determine if work may be conducted in that area.

2.16.1 *Bat Protection - Bridges*. Prior to work commencing at any bridge with the potential to support bat species, the bridge shall be surveyed for bats by the Designated Biologist. If bats are found, work on the bridge and other project activities in the vicinity shall cease. Bats shall not be disturbed without specific notice to and consultation with the Department. Department reserves the right provide additional provisions to this Agreement designed to protect nesting and/or roosting bats. This

would not apply to minor bridge washing, graffiti removal, or other work that would not impact bats.

- 2.16.2 *Bat Protection - Culverts.* Prior to project activities related to modifying culverts the site shall be surveyed for bats by the Designated Biologist. If bats are found, there shall be no further disturbance to the culvert until the Department has been consulted. The Department reserves the right to provide additional provisions to this Agreement designed to protect nesting and/or roosting bats.

Water Diversion

- 2.17 Water Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit with the VRF for approval a detailed water diversion and/or dewatering plan to the Department. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. The Department will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the diversion of water without the explicit approval from the Department.
- 2.18 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to FGC §5937.
- 2.19 Clean Obstruction Only. Any temporary dam or other artificial obstruction constructed by Permittee shall only be built from materials which will cause little or no siltation.
- 2.20 Non-Erodible Materials. Permittee shall use only clean non erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream following completion of instream work each year.
- 2.21 Extra Sandbags. Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase due to rainy conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.
- 2.22 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.

2.23 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.

VEGETATION

2.24 Vegetation Removal. Removal of vegetation shall not exceed the minimum necessary to complete maintenance activities. All impact acreages shall be specified in each VRF and shall be subject to Department approval. If, over the life of the Agreement, the impacts exceed the acreages stated in **Table 1**, the Department may require additional mitigation. Removal of native vegetation shall not exceed an area of 0.05 acre per VRF project (i.e. 50-feet by 50-feet). For projects located at outfalls, culverts, bridges or similar structures, vegetation removal shall not exceed a total of 0.1 acre (0.05 acre upstream and 0.05 acre downstream of the structure). If larger areas of vegetation removal are needed, the Department will provide approval on a case-by-case basis and may require additional mitigation. When mitigation is required, it shall be implemented as described in Measure 3.1, 3.2, 3.3 or 3.4 of the Agreement.

2.24.1 Unless previously approved by the Department no native vegetation shall be removed if the vegetation meets the following criteria:

- a) A trunk diameter at breast height (DBH) in excess of four (4) inches.
- b) Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree and shall not exceed six (6) inches.
- c) Riparian shrubs that grow vegetatively from underground shoots or in patches, contain 1 stem per square foot, and are greater than 50 square feet (i.e., willows).

2.25 Vegetation Control in Channels or on Banks. The Permittee may remove dead trees and dying trees to maintain channel capacity and prevent erosion. The Permittee may cut, mow or remove emergent native aquatic vegetation to the minimum degree necessary to maintain channel capacity. All vegetation control methods will be specified in the specific VRF and will be subject to Department approval on a case-by-case basis. All cleared native vegetation shall be removed out of the riparian and stream channel or chipped and evenly distributed on site. Measure 2.26 must be followed for invasive species control.

2.25.1 The Permittee may prune tree branches up to 6-feet (72-inches) above the ground. Tree pruning may be higher than 6-feet when required for utility easements or public safety. Tree pruning higher than 6-feet will be approved by CDFW on a case-by-case basis during the VRF process. When feasible, branches and limbs extending over the low flow channel shall not be pruned to avoid potential impacts to shaded riverine aquatic habitat.

- 2.25.2 For native trees or woody riparian vegetation split into several trunks close to ground level, the Permittee may thin this vegetation leaving a minimum of 50% of the total mass of each individual plant.
- 2.25.3 Where riparian shrubs grow vegetatively from underground shoots or in patches (i.e. elderberry or willow), a shrub is defined as a cluster of stems growing less than 6-feet or approximately 2-meters apart from each other. Clusters that contain 1 stem per square foot and are area greater than 50-square feet shall be trimmed no closer than 3-inches above ground level.
- 2.26 Invasive Plant Management Plan. Permittee shall develop an Invasive Plant Management Plan focused on controlling or eradicating existing invasive plants within the project area and preventing the introduction of new nonnative and invasive plants into the project area. The Plan shall include a list of plant species targeted for control or eradication, a description of the methods that will be used for control or eradication, a list of BMPs to prevent the introduction and spread of invasive plant species into and out of the project area, and a rapid response plan in the event that a new plant species invades the project area. The Plan shall be implemented for the duration of the project. The removal and control of invasive plants may be used as mitigation for impacts associated with the Agreement per Measure 3.1, 3.2, and 3.3. In some cases, removal of non-native vegetation that provides valuable habitat may require mitigation (i.e., a nesting tree, suitable habitat for special-status species).
- 2.26.1 *Herbicide Use*. All herbicides, surfactants, and other pesticides utilized within or adjacent to the Department jurisdictional areas and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).
- 2.26.2 *Red Sesbania*. Removal of red sesbania (*Sesbania punicea*) should be done by mechanical removal from the root. Preferably removal should occur before seed pods are present. If not, seed pods must be cleaned from the site. Move all material away from the water and bundle. Dispose all material at an approved facility. Methods may be adapted at the discretion of the Department.

Avoid/Minimize Effects of Equipment

- 2.27 Invasive Species. The Permittee shall conduct project activities in a manner that minimizes the risk of the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, mussels, and bacteria), from one water body to another. All equipment (i.e. tools, vehicles, boots, etc.) shall be cleaned prior to entering the work site and/or between each use in different water bodies. Permittee shall notify the Department immediately if an invasive species not previously known to occur within the work site is discovered during work activities or annual inspections by

contacting the Department's Invasive Species Program by email at Invasives@wildlife.ca.gov.

- 2.28 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering the work area to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.29 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a suitable location (i.e. City Corporation Yard) where runoff can be contained and not allowed to pass into Department jurisdictional areas and other sensitive habitat areas.
- 2.30 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.
- 2.31 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.
- 2.32 Building Material Storage. Project building material and/or construction equipment shall not be placed where materials could pass into the waters of the state or where they may cover aquatic or riparian vegetation.
- 2.33 Spoil sites. Spoil sites shall not be located within a stream, where spoils may be washed back into a stream, or where it may cover aquatic or riparian vegetation.
- 2.34 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

- 2.35 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans or other secondary containment. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.36 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.
- 2.37 Cease Operations. If, in the opinion of the Department, conditions arise, or change in such a manner that the project may result in substantial adverse effects on fish or wildlife resources despite the protective measures in this Agreement, maintenance activities shall cease upon written or verbal request of the Department. Maintenance activities under this Agreement may not recommence until corrective measures identified by the Department are completed. The Department will notify the Permittee in writing within 10 business days following the cease operation order of the corrective actions that must be completed before maintenance activities under this Agreement can recommence.

Erosion Control/Stabilization

- 2.38 Best Management Practices. The Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. If used, all fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials or sterile to avoid propagation of nonnative plants. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in some straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**
- 2.39 Erosion Control Monitoring. Permittee or Designated Representative shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.
- 2.40 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Erosion control measures shall be pre-approved by the Department.
- 2.41 Mud, Silt and Other Pollutants. Permittee shall prevent water containing mud, silt or other pollutants from grading, aggregate washing, equipment washing, or other

activities to enter a lake or stream or to be placed in locations that may be subjected to high storm flows.

- 2.42 Silt Laden Runoff. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream. Erosion control measures, such as, silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used where ever silt laden water has the potential to leave the work site and enter the creek.
- 2.43 Maintain Sediment Barriers. Permittee shall maintain the sediment barrier(s) in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. If the sediment barrier fails to retain sediment, Permittee shall employ corrective measures, and the Department notified, immediately. Materials used in the sediment barriers shall not pose an entanglement risk to fish/wildlife.
- 2.44 Removal of Silt from Barriers. Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of maintenance activities and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.
- 2.44.1 Removal of Barriers. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).
- 2.45 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as otherwise addressed in this Agreement.
- 2.46 Seeding Requirement. Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a mix of native regionally appropriate grasses and forbs and, if necessary, a sterile grass cover crop unless otherwise agreed upon with the Department. Seed mix shall be pre-approved by the Department.
- 2.47 Bank Stabilization. Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The bank stabilization material shall extend above the normal high-water mark. Only clean material such as, rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.
- 2.48 Stabilize Exposed Areas. Permittee shall stabilize all exposed/disturbed areas within the project site to the greatest extent possible. Techniques used for

stabilization shall be pre-approved by the Department or by seeding as described in **Condition 2.46 to 2.47**. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in some straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.

- 2.49 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.
- 2.50 Return Low-Flow Channel to Pre-project Conditions. If a stream channel has been altered during the operations, Permittee shall return its low-flow channel, as nearly as possible, to pre project conditions without creating a possible future bank erosion problem or a flat wide channel or sluice like area. Permittee shall return the gradient of the streambed margin to pre project grade unless such operation is part of a restoration project, in which case, the change in grade shall be approved by the Department prior to project commencement.

Debris Materials and Waste

- 2.51 Hazardous Materials. Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, shall not be stored where it could be washed back into the channel or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas where any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements.
- 2.52 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.52.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.52.2 The Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.

- 2.52.3 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.52.4 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.52.5 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.52.6 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

3. Compensatory Measures

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

- 3.1 Compensatory Mitigation. Permittee shall mitigate for temporary and Permanent Impacts as described below following the methodologies described in the HMMP listed in Measure 3.2 of this Agreement.
 - 3.1.1 Temporary impacts to habitat under Department jurisdiction will be mitigated at a 0.5:1 ratio for habitat creation/restoration or 1:1 for habitat enhancements. This is in addition to onsite regeneration or restoration.
 - 3.1.2 Permanent impacts to previously disturbed and/or armored watercourses under Department jurisdiction will be mitigated at a 1:1 ratio for habitat creation and 2:1 for habitat enhancements or purchase of mitigation credits in a Department-approved mitigation bank. Previously disturbed and/or armored watercourses include those with no woody vegetation and may either be man-made or manipulated (i.e., gunnited, rip-rap, etc.).

- 3.1.3 Permanent impacts to vegetated channels or undisturbed watercourses (i.e., intermittent or ephemeral drainages) will be mitigated at a 2:1 ratio for habitat creation and 3:1 for habitat enhancements or purchase of mitigation credits in a Department-approved mitigation bank.
- 3.1.4 Permanent impacts to riparian forest (i.e., stream with trees and/or shrubs, typically has multiple canopy layers) will be mitigated at a 6:1 ratio for habitat creation and 10:1 for habitat enhancements or purchase of mitigation credits in a Department-approved mitigation bank.

3.2 Habitat Mitigation and Monitoring Plan (HMMP). **No later than 180 days after the execution of this Agreement**, the Permittee shall submit to the Department for review and approval an HMMP that identifies potential mitigation options to be implemented if determined that mitigation will be required per **Measure 3.1** of this Agreement. At a minimum, the HMMP shall include habitat creation and/or habitat enhancements activities; and/or mitigation bank credits purchase information. The proposed mitigation should be sufficient to fully offset the permanent and Temporary Impacts specified in **Table 1**. If impacts exceed those listed in Table 1, additional mitigation should be provided. Habitat enhancement may include removal of invasive species and replacement with native riparian plantings. Habitat creation or restoration must include the expansion of riparian, wetland, or stream channel habitat.

The HMMP shall also include the following information if applicable to the mitigation option selected by the Permittee:

- a. A description of the existing physical conditions of the proposed creation and/or restoration site, including water resources and habitat types, and a map that identifies the location of the site;
- b. Information pertaining to the ownership and current use of the proposed site including any easements or other restrictions;
- c. A plan for the preparation of the restoration site, including the removal of nonnative plant species, non-wetland/riparian plant species;
- d. A local regional California native plant palette;
- e. A planting plan which includes use of a local California native plant palette and describes monitoring and maintenance measures;
- f. A timeline for implementation;
- g. A description of how and how long the replanted vegetation will be watered;
- h. A monitoring and management plan, that includes procedures to ensure that non-native plants are not introduced or allowed to sustain within the site. Monitoring and management of the restoration site shall be conducted for a

minimum of three years, or until the Department determines the success criteria have been met;

- i. Overall success criteria; and
- j. Contingency measures for replanting and plan re-design, in case the success criteria are not met.

3.3 Invasive Species Removal Plan. The Permittee shall develop an invasive species removal plan that will include 1) a description of the existing physical conditions of the site 2) methods of removal, and 3) monitoring and management plan that includes procedures to ensure successful removal of targeted invasive species. The Invasive Species Removal Plan may be a component of the HMMP or it may be developed for a specific project site under a VRF.

3.4 Onsite Re-vegetation and Restoration. In areas where Temporary Impacts resulting from project activities occur, Permittee shall submit a site Restoration Plan, prepared by a qualified engineer, geologist, or stream restoration specialist, to the Department for review and written approval. The Restoration Plan shall ensure recovery or enhancement of stream form, and fish and wildlife resource values. The re-vegetation plan shall include a plant palette of species to be used in re-vegetation, Re-vegetation success criteria, performance standards, monitoring and reporting programs, and corrective actions to be taken when mitigation measures do not meet the proposed targets. At least thirty (30) days prior to the commencement of the restoration activities, the Permittee shall submit the Restoration Plan to the Department for review and written approval. The Restoration Plan shall include performance standards, monitoring and reporting programs, and corrective actions to be taken when mitigation measures do not meet the proposed targets.

- a. *Native Plant Materials Required.* Revegetation shall include only local plant materials native to the project area, unless otherwise approved by the Department in writing.
- b. *Native Genotype.* Disturbed areas shall be revegetated with regionally appropriate native species. Species list composition should match habitat surrounding the restoration area and should be approved by CDFW prior to restoration. The preference is for disturbed areas to be revegetated only with propagules (seeds, cuttings, divisions) of locally-collected native plants. Disturbed areas shall be protected with correctly installed erosion control materials (jute, native straw, coconut fiber erosion control fabric, coir logs, or seed-free straw).
- c. *Prohibited Plant Species.* Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

- d. *Revegetation Success Criteria.* Permittee shall monitor and maintain, as necessary, all plants for three (3) years or until success criteria are met (whichever is longer) to ensure successful revegetation. Success criteria and performance standards will be included in the HMMP.
- e. *Revegetation Remediation.* If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for three (3) years after planting.

4. Reporting Measures

Permittee shall meet each reporting requirement described below. When submitting each reporting requirement, refer to Notification No. 1600-2016-0099-R2. Submit each report as instructed in Contact Information section, e-mail submittal is preferred. If the Permittee fails to provide timely status reports as required by this Agreement, the Department may suspend or revoke the Agreement.

- 4.1 Pre-work Notification. The Permittee shall notify the Department within two (2) working days of beginning work as approved by each VRF.
- 4.2 Annual Report. For each year this Agreement is valid, the Permittee shall submit to the Department by March 1st of the following year, an annual report detailing the status of the work authorized by this Agreement. The annual report shall include:
 - a) An accounting of the total number of routine maintenance projects undertaken by the Permittee during the prior calendar year (which should equal the total number of VRF's submitted to the Department).
 - b) A summary of the work completed during the previous calendar year, including the status of any required restoration (survival, percent cover, and height of both tree and shrub species, number by species of plants replaced, an overview of the re-vegetation effort, and the method used to assess these parameters shall also be included), compensatory mitigation and/or monitoring.
 - c) Prior to starting and upon completion of project activities as approved by each VRF, the project area shall be digitally photographed. Photographs shall be submitted to the Department as an attachment to each annual report with proper labels detailing the location, project, and whether pre- or post- maintenance activity.

The Department shall review the annual report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. Annual reports will include the total area temporarily and

permanently impacted during routine maintenance for the purpose of calculating mitigation requirements and will also specify which of the mitigation alternatives has been selected to mitigate for those impacts.

- 4.3 Restoration Annual Monitoring. Permittee shall submit an annual monitoring report to the Department by January 1st of each year for three (3) years after completion of the restoration project. The report shall discuss the mitigation performance as it relates to the success criteria established for the restoration project. The report shall include the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced (if applicable), an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information including: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site. All revegetation efforts that fail within the three-year monitoring period shall be replaced by October 1st of the year it was determined to have failed.
- 4.4 Status Report. The Permittee shall provide a status report to the Department every four (4) years from the effective date of this Agreement, as required in FGC section 1605(g)(2). **The status report shall be delivered to the Department no later than ninety (90) days prior to the end of each four-year period** and shall include all of the following information:
- a. The status of the activities covered by this Agreement, including whether the activities remain the same or have been altered by an amendment.
 - b. A status report with all the mitigation and restoration activities performed pursuant to conditions 3.1 and 3.3 of this Agreement.
 - c. An evaluation of the success or failure of the measures in the Agreement to protect fish and wildlife resources that the activity may substantially adversely affect.
 - d. A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.
 - e. A copy of the original Agreement.

The Department shall review the four-year status report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. If the Department determines that the measures in the Agreement no longer protect the fish and wildlife resources, the Department, in consultation with the Permittee, and within 60 days of receipt of the report, shall impose one or more new measures to protect fish and wildlife resources affected by the activity. If requested to do so by the Permittee, the Department shall make available the

information upon which it determined the Agreement no longer protects the affected fish and wildlife resources.

If the Permittee disagrees with one or more of the measures, within thirty (30) days of receiving the new measures, it shall notify the Department, in writing, of the disagreement. The Permittee and the Department shall consult regarding the disagreement. The consultation shall be completed within thirty (30) days after the Department receives the Permittee's notice of disagreement. If the Department and Permittee fail to reach agreement, the Permittee may request, in writing, the appointment of a panel of arbitrators to resolve the disagreement. Per the provisions of FGC section 1603 (b), the panel of arbitrators shall be established and appointed within fourteen days of the completed consultation. The panel of arbitrators shall issue a decision within fourteen days of the date it was established.

5. FEES

The per-project fee associated with each VRF submitted to the Department under this Agreement is identified in the Department's current LSA fee schedule as a "project fee" for a Routine Maintenance Agreement. See the Department's website for a current fee schedule: <https://www.wildlife.ca.gov/Conservation/LSA/Forms>.

The billing cycle for routine maintenance projects associated with this Agreement, shall be based on the calendar year and will be due to the Department as follows:

- 5.1 For each year this Agreement is valid, the Permittee shall provide to the Department by March 1st of the following year, a lump sum payment equal to the sum of all individual per project fees for each VRF submitted to the Department during the prior year (January 1 – December 31).
- 5.2 If the Permittee is unable to provide a lump sum payment as described in Section 4.1 of this Agreement, the Permittee may provide ongoing payment to the Department upon completing the work as described in each VRF.

CONTACT INFORMATION

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

The Permittee shall send all VRF submittals to the person(s) specified by the Department, electronic submission is preferred. The Department and the Permittee shall update the distribution list as needed, modify the revision date accordingly, and provide each other with a copy of the most current list. All correspondence shall include the Notification tracking number.

To Permittee:

Rob Jensen, City Manager
City of Roseville
311 Vernon Street
Roseville CA 95678
Phone: 916-774-5362
Email: rjensen@roseville.ca.us

Contact

Mark Morse, Environmental Coordinator
311 Vernon Street
Roseville CA 95678
Phone: 916-774-5499
Email: mmorse@roseville.ca.us

-OR-

Brian Castelluccio, Open Space Superintendent
Parks, Recreation and Libraries Department
311 Vernon Street
Roseville, CA 95678
Phone: (916) 746-1755
Email: BCastelluccio@roseville.ca.us

To The Department:

California Department of Fish and Wildlife
1701 Nimbus Road
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2016-0099-R2
Phone: 916-358-2885
Fax: 916-358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

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

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

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

EXTENSIONS

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to the Department a completed "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5). The Department shall process the extension request in accordance with FGC Section 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers per FGC Section 1605(f).

EFFECTIVE DATE

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

TERM

This Agreement shall expire **twelve (12) years from the date signed by the Department**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a) (2) requires.

EXHIBITS

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

Exhibit A Figure 1 – Project Vicinity
Figure 2 – Project Location
Figure 3 – Project Area (17 pages)

Exhibit B Verification Request Form (VRF) for this Agreement

AUTHORITY

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


AUTHORIZATION

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


CONCURRENCE

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

FOR CITY OF ROSEVILLE



Rob Jensen
City Manager

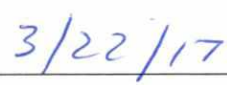


Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager



Date

Prepared by: Angela Calderaro
Senior Environmental Scientist (Specialist)

Exhibit A - Figure 1 – Project Vicinity

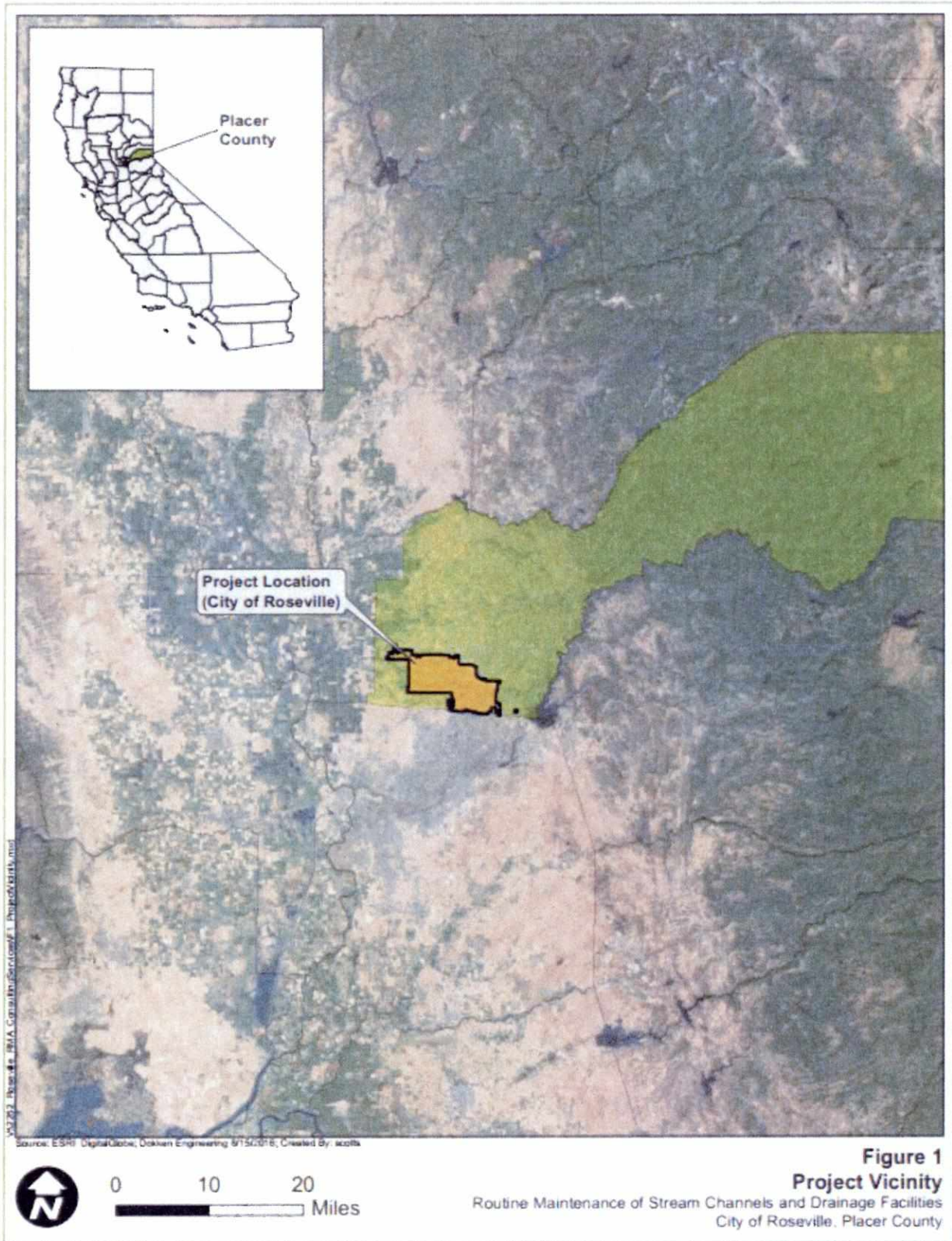


Exhibit A - Figure 3 – Project Area (18 pages)

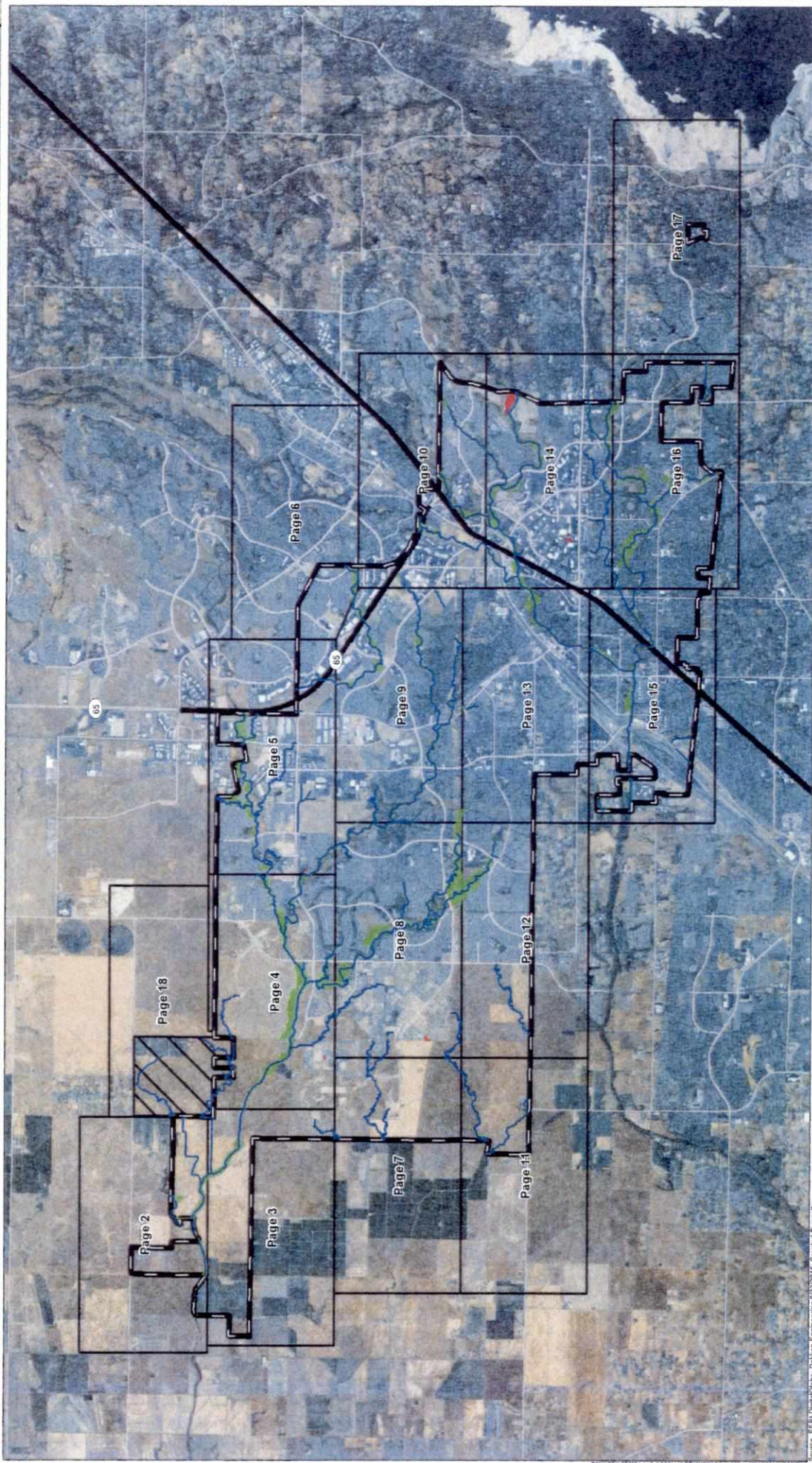
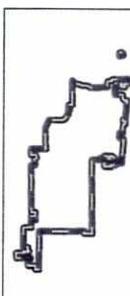


FIGURE 3
Page 1 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



Source: ESRI DigitalGlobe, Daken Engineering #1222016, Created by scott



FIGURE 3
Page 2 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

	City Boundary		Jurisdictional Habitat
	Amoruso Ranch Specific Plan Area		Jurisdictional Detention Basins
	Jurisdictional Creek Channel		Non-Jurisdictional Detention Basins
	Outfall Location		Potential Restoration Projects



0 1,000 2,000 3,000 4,000 Feet

Matchline - See Page 3

Matchline - See Page 18

Source: EERI DigitalGlobe, Daktari Engineering 8/22/2016, Created by: msh

S. Brewster Rd



Matchline - See Page 2

Matchline - See Page 4

Matchline - See Page 7

FIGURE 3
Page 3 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

- City Boundary
- Amoruso Ranch Specific Plan Area
- Jurisdictional Detention Basins
- Non-Jurisdictional Detention Basins
- Jurisdictional Creek Channel
- Outfall Location
- Jurisdictional Habitat
- Potential Restoration Projects



Source: ESRI DigitalGlobe, Dakota Engineering 9/22/2016, Created by scdtk

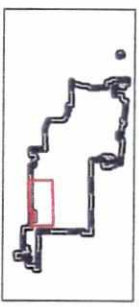
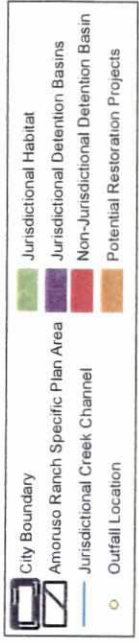
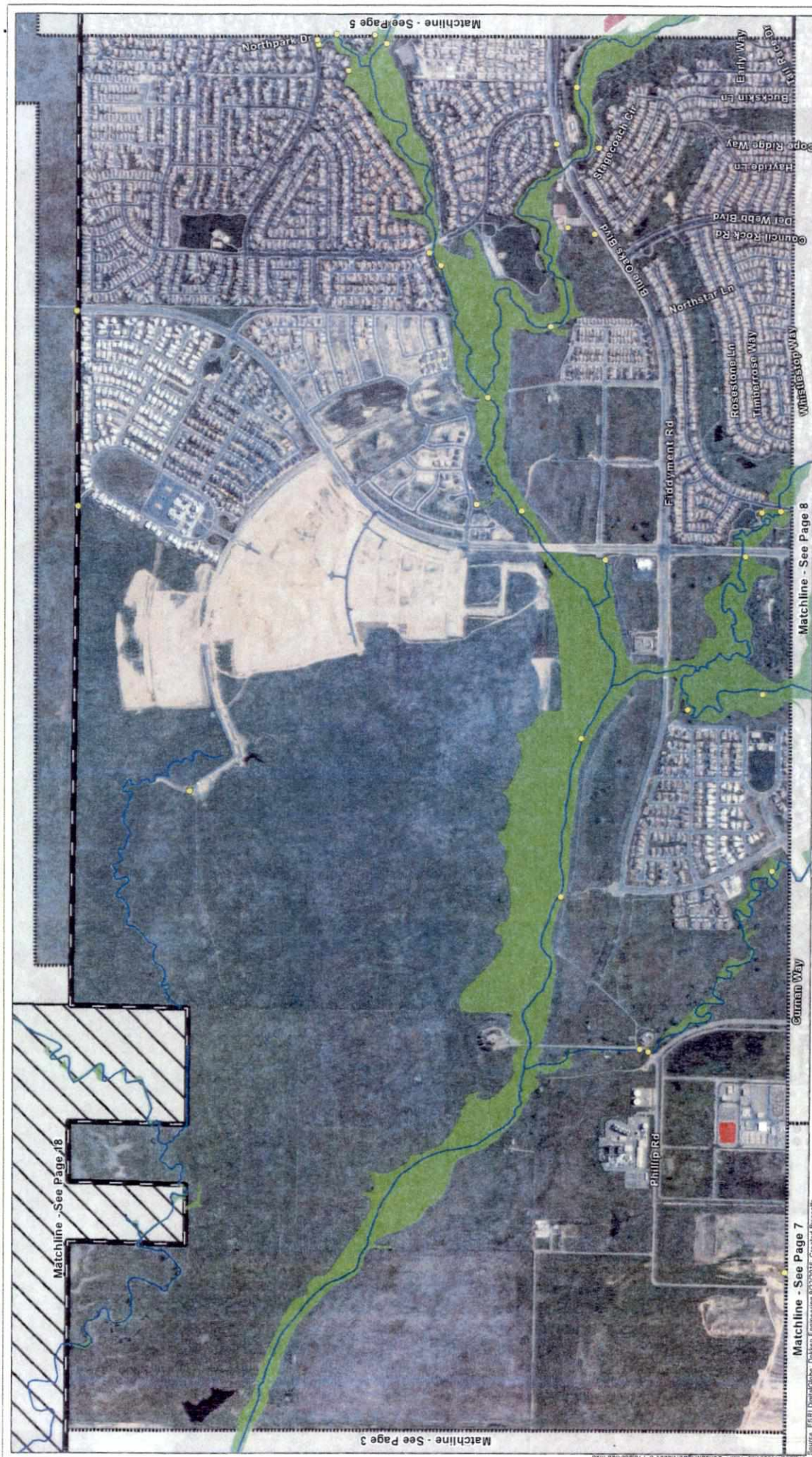


FIGURE 3
Page 4 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

Source: ESRI DigitalGlobe, Dikhan Engineering 8/22/2016, Created By acsh

Matchline - See Page 7

Matchline - See Page 8

Matchline - See Page 3

Matchline - See Page 18

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FIGURE 3
Page 5 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

Matchline - See Page 8

Matchline - See Page 9

Legend

- Jurisdictional Habitat
- Jurisdictional Detention Basins
- Non-Jurisdictional Detention Basin
- Potential Restoration Projects

City Boundary

Amoruso Ranch Specific Plan Area

Jurisdictional Creek Channel

Outfall Location

0 1,000 2,000 3,000 4,000 Feet

Source: ESRI DigitalGlobe, GeoEye, Earthstar (United States), CNR/Skyline (Germany), Airphoto/Spania, Swire (Hong Kong), CNR/Skyline (Germany), Airphoto/Spania, Swire (Hong Kong), CNR/Skyline (Germany), Airphoto/Spania, Swire (Hong Kong)

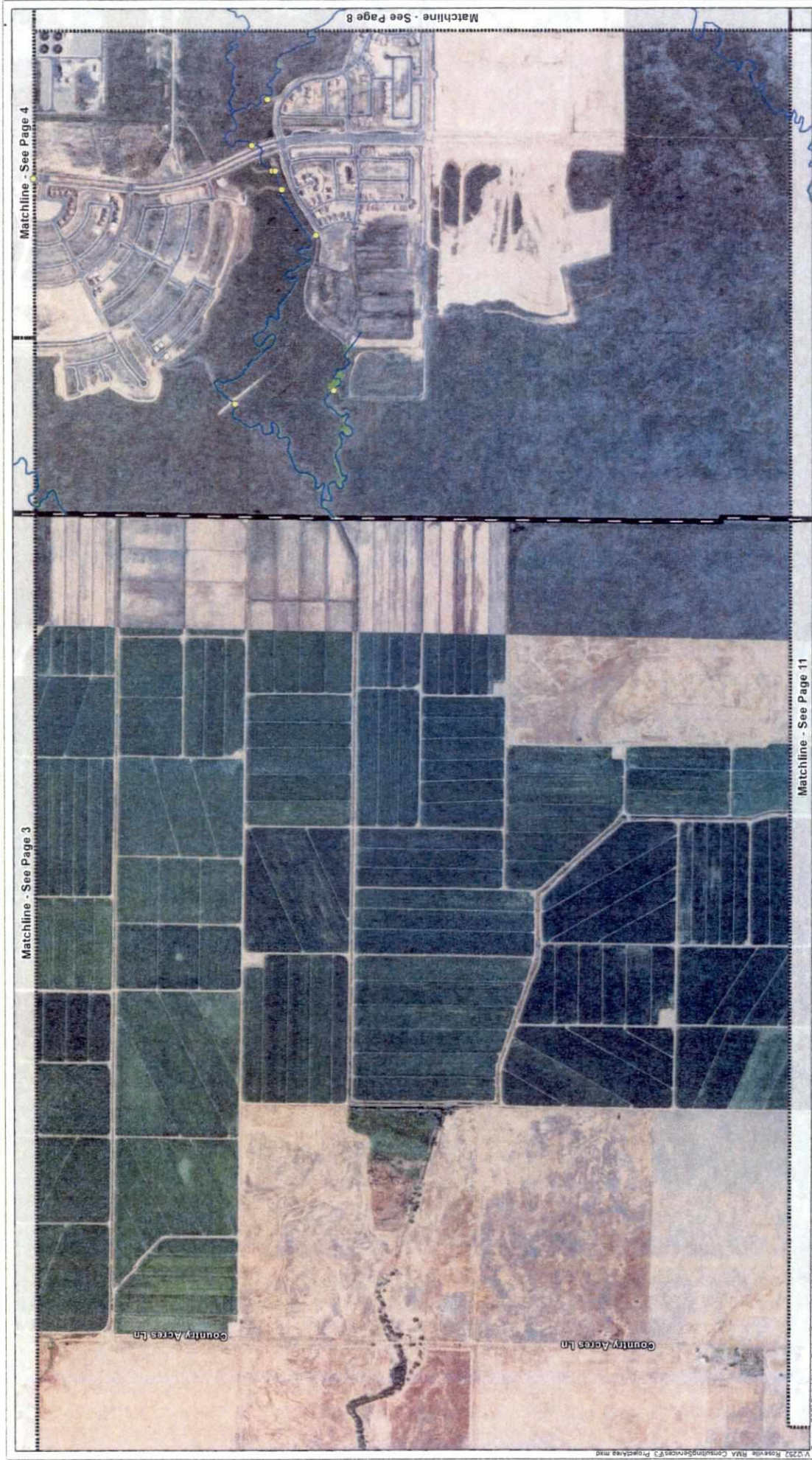


FIGURE 3
Page 6 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

Matchline - See Page 10

Matchline - See Page 9

Source: ESRI DigitalGlobe, Oaklawn Engineering #9272016, Created by acb



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Matchline - See Page 3

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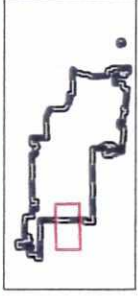
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Country Acres Ln

Country Acres Ln

FIGURE 3
Page 7 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

- Jurisdictional Habitat
- Jurisdictional Detention Basins
- Non-Jurisdictional Detention Basin
- Potential Restoration Projects
- City Boundary
- Amoroso Ranch Specific Plan Area
- Jurisdictional Creek Channel
- Outfall Location



Source: ESRT DigitalData, Sotken Engineering 8/27/2018, Created by scab



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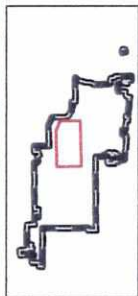
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Matchline - See Page 10

Matchline - See Page 13

FIGURE 3
Page 9 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

	City Boundary
	Amoruso Ranch Specific Plan Area
	Jurisdictional Creek Channel
	Outfall Location
	Jurisdictional Habitat
	Jurisdictional Detention Basins
	Non-Jurisdictional Detention Basin
	Potential Restoration Projects



Source: ESRI DigitalGlobe, GeoEye Engineering 9/23/2016, Created by zscott



FIGURE 3
Page 10 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

Matchline - See Page 13
 Matchline - See Page 14

Legend:

- Jurisdictional Habitat (Green)
- Jurisdictional Detention Basins (Purple)
- Non-Jurisdictional Detention Basin (Red)
- Potential Restoration Projects (Orange)
- City Boundary (Black outline)
- Amoruso Ranch Specific Plan Area (Hatched pattern)
- Jurisdictional Creek Channel (Blue line)
- Outfall Location (Yellow circle)

Scale: 0 1,000 2,000 3,000 4,000 Feet

North Arrow

Inset Map: A small map of the City of Roseville with a red rectangle indicating the location of the project area.

Source: ESRI DigitalGlobe, InSitu Engineering 8/22/2016; Created by ezsoft.

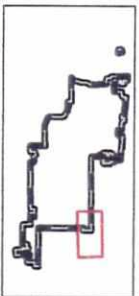


Matchline - See Page 7

Matchline - See Page 12

FIGURE 3
Page 11 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

- City Boundary
- Jurisdictional Habitat
- Jurisdictional Detention Basins
- Non-Jurisdictional Detention Basin
- Potential Restoration Projects
- Amoruso Ranch Specific Plan Area
- Jurisdictional Creek Channel
- Outfall Location



Source: ERTI DigitalData, Duxtern Engineering 07/27/2016, Created by scotts

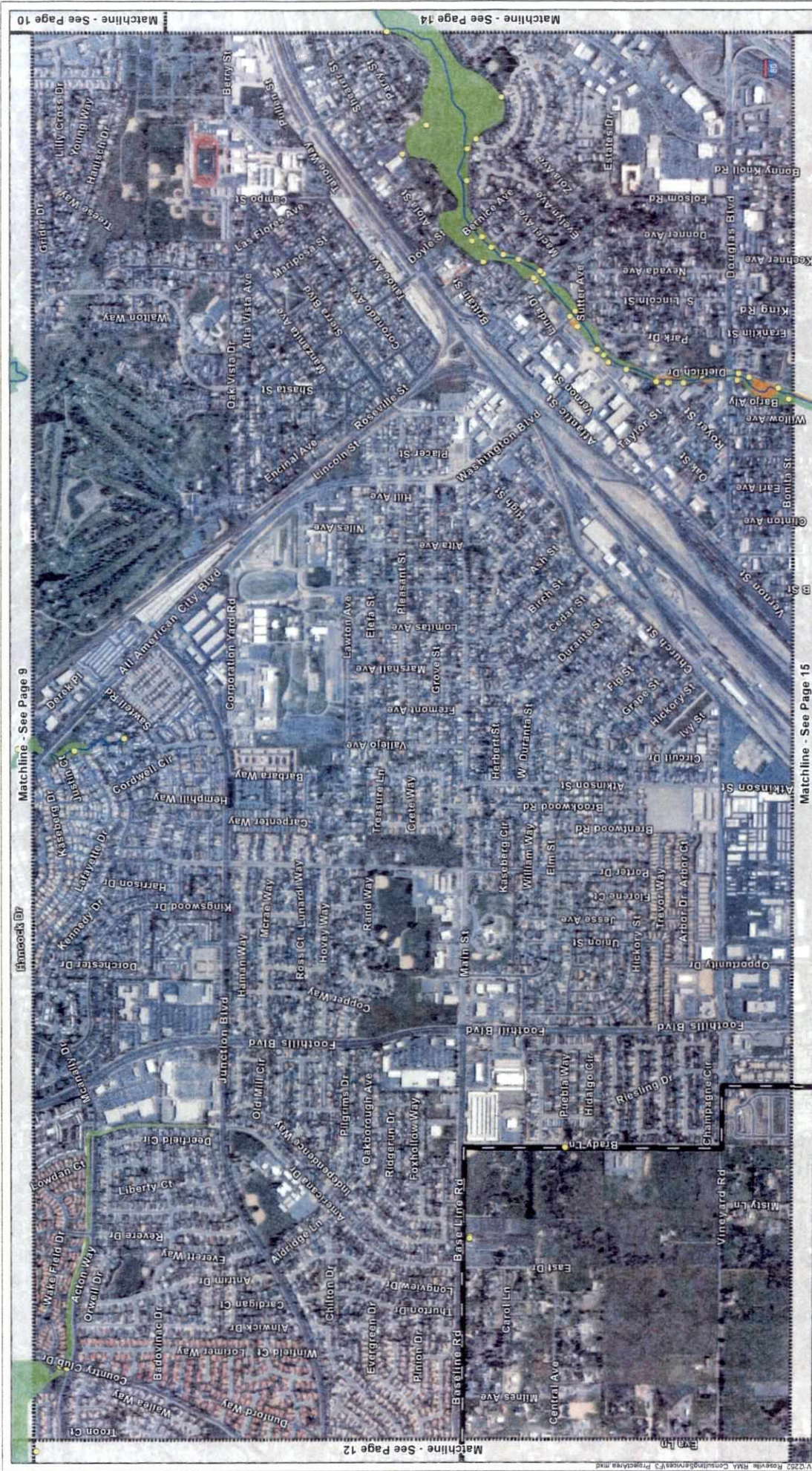


FIGURE 3
Page 13 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

City Boundary

Amoruso Ranch Specific Plan Area

Jurisdictional Creek Channel

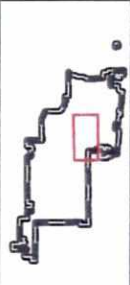
Outfall Location

Jurisdictional Habitat

Jurisdictional Detention Basins

Non-Jurisdictional Detention Basin

Potential Restoration Projects



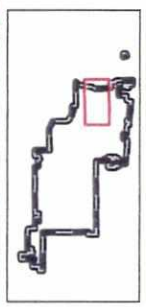
0 1,000 2,000 3,000 4,000 Feet

Source: EERI DigitalData; Urban Engineering 09/27/06; Contact By: cc2016



FIGURE 3
Page 14 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

	City Boundary
	Amoruso Ranch Specific Plan Area
	Jurisdictional Detention Basins
	Non-Jurisdictional Detention Basins
	Jurisdictional Creek Channel
	Outfall Location
	Jurisdictional Habitat
	Potential Restoration Projects



0 1,000 2,000 3,000 4,000 Feet

Source: ESR DigitalData; Doherty Engineering 9/25/2016; Created by acan.

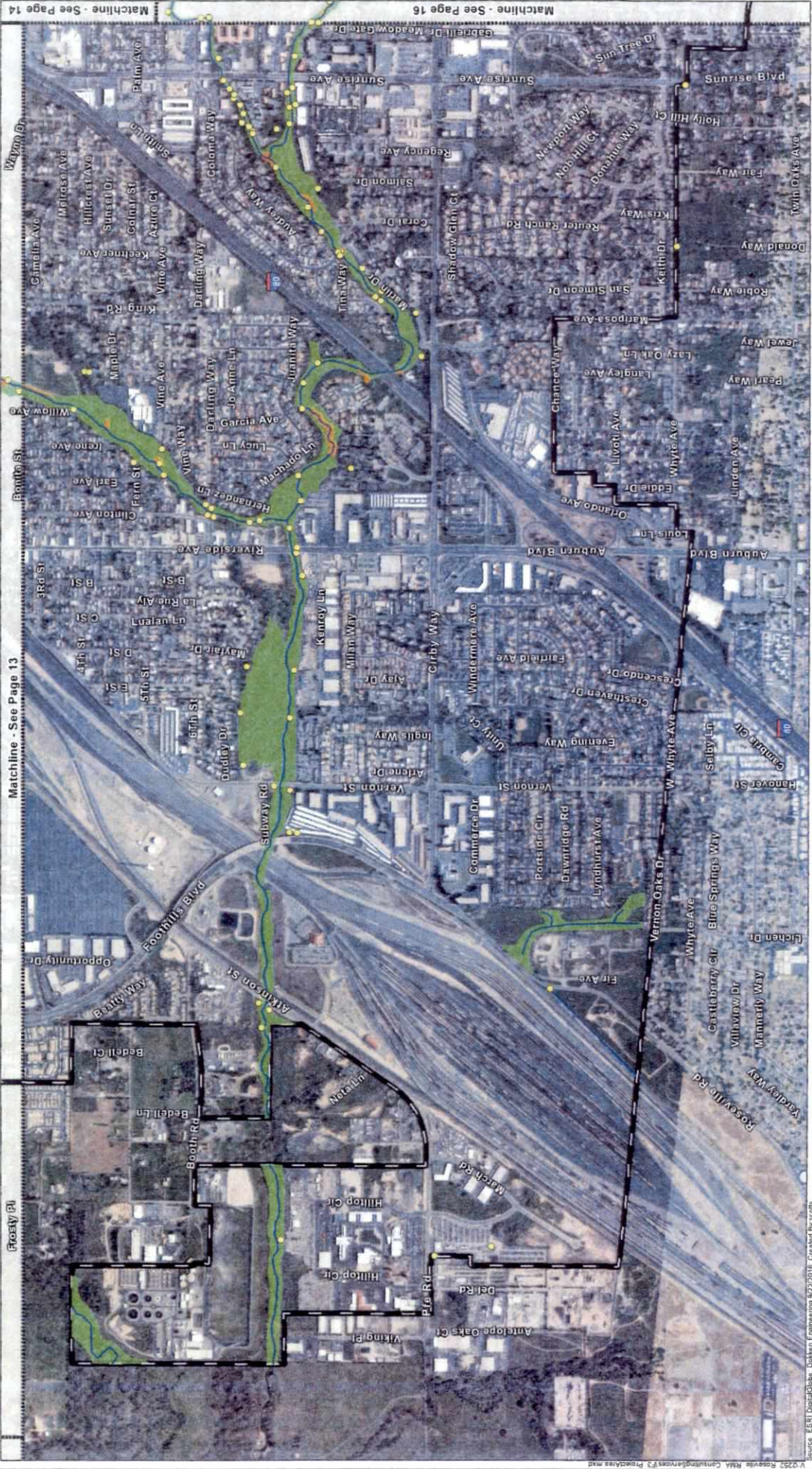
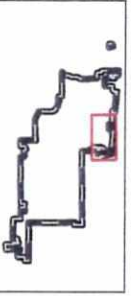


FIGURE 3
Page 15 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

Legend

- City Boundary
- Amoruso Ranch Specific Plan Area
- Jurisdictional Detention Basins
- Non-Jurisdictional Detention Basins
- Potential Restoration Projects
- Jurisdictional Creek Channel
- Outfall Location

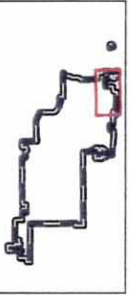


Source: ESR DigitalGlobe, Basken Engineering 9/22/2016, Created by scsdb



FIGURE 3
Page 16 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

City Boundary
 Amoruso Ranch Specific Plan Area
 Jurisdictional Detention Basins
 Non-Jurisdictional Detention Basins
 Jurisdictional Creek Channel
 Outfall Location



Source: ESRI DigitalGlobe, GeoEye, Earthstar Engineering, 2022/2016, Cracked By scottb

Exhibit B - Verification Request Form (VRF)

VERIFICATION REQUEST FORM (VRF)

City of Roseville
 LAKE OR STREAMBED ALTERATION (LSA) AGREEMENT FOR
 ROUTINE MAINTENANCE
 #1600-2016-0099-R2

Date of Request:
 ORIGINAL REQUEST
 REVISION NO.

SECTION 1: INFORMATION PROVIDED BY PERMITTEE *(to be filled in by Permittee)*

Reference the LSA Agreement for processing this VRF

Contact Person:
Phone Number:

Cell Number:
Email:

- Routine Work 10 Day Notice
- Urgent – minimum 2 day notice (describe urgency below)

Comments:

Name of Watercourse:

Location or other identifier:

Project Start Date:

Project End Date:

Authorized Maintenance Activities *(see Agreement for activity descriptions):*

- | | |
|--|--|
| <p style="text-align: center;"><u>Type of Work</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Mowing <input type="checkbox"/> Clearing Debris / Fallen Trees <input type="checkbox"/> Beaver Dam Removal <input type="checkbox"/> Brush/Debris Pile Burning <input type="checkbox"/> Selective Hand Removal of Vegetation <input type="checkbox"/> Removal of Small Trees & Brush <input type="checkbox"/> Spraying herbicide <input type="checkbox"/> Other: <p style="text-align: center;"><u>Routine Work Requiring Variance</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Request to Work Outside RMA Dates <input type="checkbox"/> Other: | <p style="text-align: center;"><u>Equipment</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Mower <input type="checkbox"/> Masticator <input type="checkbox"/> Dozer <input type="checkbox"/> Backhoe <input type="checkbox"/> Excavator with Blade <input type="checkbox"/> Tractor <input type="checkbox"/> Boom Truck <input type="checkbox"/> Hand Tools <input type="checkbox"/> Other: |
|--|--|

Description of Proposed Maintenance Work:

Known environmental issues or other concerns:

SECTION 2: DEPARTMENT APPROVAL (to be filled in by Department staff)

In accordance with Conditions set forth in the LSA Agreement between the California Department of Fish and Wildlife (Department) and the Department of Water Resources (Permittee) for Routine Maintenance of the Western Pacific Interceptor Canal for the purposes of maintaining channel capacity to design criteria and to facilitate site inspections, the Permittee hereby notifies the Department of its intent to perform routine maintenance work within the channel.

Department Contact Information

Name:

Date the Department Responded to the Permittee:

Phone Number: email:

VRF# Year

- Notice of concurrence**
 - Work can begin as scheduled
 - Work can begin immediately

- Notice of non-concurrence with comments (See Department comments below)**

Comments: