



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



DEC 03 2018

Date

Stuart Hodgkins  
City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621

Dear Mr. Hodgkins:

**Final Streambed Alteration Agreement  
Notification No. 1600-2018-0178-R2  
Routine Maintenance of Stream Channels and Drainage**

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Routine Maintenance of Stream Channels and Drainage (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW 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 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 letter, please contact Dylan Wood, Environmental Scientist at (916) 358-2384 or by email at [dylan.a.wood@wildlife.ca.gov](mailto:dylan.a.wood@wildlife.ca.gov).

Sincerely,

Jeff Drongesen  
Environmental Program Manager

ec: Dylan Wood, Environmental Scientist  
[dylan.a.wood@wildlife.ca.gov](mailto:dylan.a.wood@wildlife.ca.gov)

**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. 1600-2018-0178-R2

STUART HODGKINS  
ROUTINE MAINTENANCE OF STREAM CHANNELS AND DRAINAGE

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Citrus Heights (Permittee) as represented by Stuart Hodgkins.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code Section 1602, the Permittee notified CDFW on June 22, 2018, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code Section 1603, CDFW has determined the maintenance activities could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

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

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

**PROJECT LOCATION**

The project is located in Sacramento County along 20 miles of creek channels and drainage facilities centering at approximately 38°42'25.12" N and 121°16'52.03" W. The project occurs within the Citrus Heights and Folsom USGS quadrangles.

Exhibit A Figure 1 shows a map depicting the project area.

The project includes the following watercourses and their associated tributaries: Cripple Creek, Arcade Creek, and Brooktree Creek (Figure 3).

## 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 this Agreement; and (2) describes a procedure the entity must follow for any maintenance projects this Agreement covers.

*"Routine maintenance activities, maintenance activities, and activities"* mean work covered by this Agreement described below that are performed regularly by the Permittee, within those project locations identified in this Agreement and Figure 3, to maintain the functional and structural integrity of various facilities within the Storm Water Utility Service Area in Sacramento County.

*"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 CDFW on a Verification Request Form (VRF), a project will occur within the same watercourse and/or its immediate tributaries and it will not exceed sixty (60) consecutive calendar days.

*"Special Status Species"* means species listed or proposed for listing under the federal Endangered Species Act and the California Endangered Species Act; species designated by United States Fish and Wildlife Service (USFWS) as species of concern or designated by CDFW as species of special concern; species designated as "fully protected" by the Fish and Game Code; birds of prey specifically protected by California Fish and Game Code section 3503.5; plants listed as rare or endangered under the California Native Plant Protection Act; and plants considered by California Native Plant Society to be "rare, threatened or endangered in California."

*"Stationary maintenance activities"* are activities where maintenance crews spend several hours or more in a discrete location. Stationary maintenance activities do not include activities such as mowing or discing of channels for herbaceous vegetation management and limbing up of woody vegetation; these activities are conversely classified as "transitory maintenance activities."

## MAINTENANCE ACTIVITIES

The Permittee may perform the maintenance activities described below without obtaining a separate Agreement from CDFW, provided that the Permittee: 1) limits the activities to within those areas identified in the Project Location; 2) submits a VRF and receives CDFW approval prior to commencing any activity; and 3) completes the activities in accordance with the terms and conditions specified herein.

- a) Debris or obstruction removal. The Permittee may remove debris, trash, rubbish, flood-deposited woody and herbaceous vegetation, downed trees, branches, and associated debris that currently obstruct (or could obstruct) water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures.

- b) Beaver dam removal. The Permittee may remove beaver dams and associated debris that currently 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. Heavy equipment use may occur if approved in a VRF. For beaver dam removal purposes, a "project" is defined as the removal of beaver dams within the same watercourse within thirty (30) calendar days. This does not include the installation of beaver deterrent structures that may substantially alter the bed, bank, or channel within the project area.
- c) Silt, sand, or sediment removal. The Permittee may remove or displace 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 man-made facilities or structures that obstruct water flow, reduce channel capacity, accelerate erosion, or could damage concrete box culverts, metal culverts, or bridge structures.
- d) Vegetation control in channels or on banks. The Permittee may cut or mow grasses, shrubs, and woody growth to maintain the design capacity of watercourses or detention basins. The Permittee may cut, trim, or remove the lower branches of trees (up to 72-inches above the ground) 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.
- e) Minor erosion control work. The Permittee may slope, place earthen fill, and install rock slope protection and gabions, apply gunite, or take other necessary measures to control erosion on previously unrevetted banks. Such work shall not exceed a length of 100 linear feet or an area of 0.05 acres (whichever is smaller). For purposes of placement of rock slope protection or shotcrete application as bank erosion control, individual project sites must be separated by a distance of at least 1,500 linear feet.
- f) Trail maintenance. The Permittee may maintain existing access roads and trails along creek corridors and at trail creek crossings. Vegetation control equipment shall be comprised of chainsaws and other hand tools, with the occasional use of a backhoe. The Permittee may remove debris, woody and herbaceous vegetation, trees which are in clear danger of falling in or across a trail or creek crossing, trim obstructing branches and downed trees, and perform general maintenance on trail facilities such as pedestrian bridges, culverts, slope stabilization, erosion control, etc.
- g) Channel alignment maintenance. At locations where property and the Permittee facilities are at risk, the Permittee may maintain the current channel alignments to prevent creeks and drainages from altering course during large storm events. Activities may include the strategic addition of rock slope protection, removal of



sediment, etc. to the channel to maintain the current creek alignment. Such work shall not exceed a length of 100 linear feet or an area of 0.05 acres (whichever is smaller). Individual project sites must be separated by a distance of at least 1,500 linear feet.

- h) Repair of facilities. The Permittee may repair culverts, inlets, manholes, above ground utilities, or other facilities within the watercourses listed in Figure 3. Repairing 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, or open trenching.
- i) Boat ramps, dock and, dam maintenance. The Permittee may maintain boat ramps and dams. Boat ramps, dock, and dam maintenance may include deck and pier repair, bank reinforcement (i.e. rock slope protection), sediment removal, vegetation control and removal of invasive species. Such work may extend up to 1.5 times the existing structure's footprint touching the bank.
- j) Geotechnical sampling. The Permittee may obtain core samples and conduct other minor geotechnical testing in support of maintenance activities.
- k) Temporary water diversions. To minimize sedimentary effects to the channels and waterways, temporary water diversions shall be utilized when necessary to avoid adverse impacts to fish and wildlife resources.
- l) Bridge washing, graffiti removal, and painting. The Permittee may clean, wash, and paint structures such as bridges within the watercourses in Figure 3. Containment measures shall be used to prevent deleterious material from entering watercourses and avoid adverse impacts to fish and wildlife resources.
- m) Minor Bridge Maintenance. The Permittee may perform repair on bridge structures if they deteriorate or become damaged. Bridge maintenance can include small replacements of rock slope protection around abutments, addition or replacement of rails, and minor vegetation management to maintain bridge function. Such work may extend up to 1.5 times the existing structure's footprint touching the bank. Additional activities may be approved in a VRF.
- n) Homeless Encampment Removal. The Permittee may remove homeless encampments at any of the creeks, channels, or associated tributaries in Figure 3. The Permittee may clean debris or waste, remove structures in vegetation or bank, remove artificial dams, clean graffiti, and remove dead or damaged vegetation. CDFW may request an additional consultation or restoration plan after review of the VRF. The Permittee may request additional activities in a VRF to remove or restore the location based on the conditions and fish and wildlife resources on-site.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: warm water fish species, nesting raptors and song birds, amphibians, and other aquatic and terrestrial species.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss or decline of riparian and/or emergent marsh habitat; decline of vegetative diversity; loss or decline of instream channel habitat; loss or decline of instream woody material; change to, or loss or decline of natural bed substrate; direct take offish and other aquatic species; disruption to nesting birds and other wildlife; direct take of terrestrial species; disturbance from project activity; and change in shading or insolation leading to vegetative change.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. The Permittee shall make this Agreement, any extensions and amendments to this Agreement, all related notification materials, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. The Permittee shall provide copies of this Agreement, the approved VRF, and any extensions and amendments to this Agreement to all persons who will be working on the project site on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. The Permittee shall notify CDFW if the Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.
- 1.4 Project Site Entry. The Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement. If CDFW coordinates with the Permittee in advance to gain access to the Project site, CDFW will follow all the Permittee instructions for access and follow all safety-related directions and requirements provided by the Permittee while on-site.
- 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 Permittee shall consult with CDFW and demonstrate compliance with CESA.

- 1.6 Verification Request Form (VRF): The VRF is provided by CDFW to the Permittee as an Exhibit to this Agreement (Exhibit B). The Permittee shall complete the VRF for all project submissions.
  - 1.6.1 Submission of the VRF: The Permittee shall complete the VRF and submit (preferably by email) to CDFW assigned contact and copy [R2LSA@wildlife.ca.gov](mailto:R2LSA@wildlife.ca.gov).
  - 1.6.2 Content of the VRF: The VRF shall include supporting documents for the maintenance activity, including but not limited to: photos, updated biological surveys, drawings and/or maps, etc.
  - 1.6.3 Changes to the VRF: The VRF may be administratively updated through the term of this Agreement, to reflect changes in contact information or other information deemed appropriate by CDFW and the Permittee.
  - 1.6.4 VRF Fees: Fees associated with the projects identified by each VRF shall be submitted annually to CDFW in accordance with Section 5 of this Agreement.
  - 1.6.5 In any areas where special status species occur, maintenance activities may commence after the area has been surveyed by a Designated Biologist and it has been determined that the activities can occur without the potential for Take.
- 1.7 Timing of Maintenance Activities: Ten (10) business days prior to commencing routine maintenance activities, the Permittee shall complete and submit to CDFW a VRF as described in Measure 1.6.
  - 1.7.1 Project Delays: If the Permittee delays the project start date specified in the VRF by more than ten (10) business days, the Permittee shall submit a revised VRF before beginning the project.
  - 1.7.2 Urgent Review Requested: In cases where the Permittee must expedite activities based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, and other limiting factors, the Permittee may submit to CDFW a VRF for the activities a minimum of two (2) business days prior to beginning said activities. The VRF shall be submitted as described in Measure 1.6 and shall include a description of the reason why urgent review is needed.
- 1.8 CDFW Processing of the VRF
  - 1.8.1 Receipt of VRF: Upon receipt of a VRF, CDFW may acknowledge receipt of any VRF by email response to the Permittee contact person identified in the VRF. Acknowledgement shall not be deemed an approval by CDFW that the Permittee may begin the activities described in the VRF.

- 1.8.2 Consistency with this Agreement: Within ten (10) business days of receipt, CDFW shall respond to the Permittee with a determination whether if the routine maintenance activities described in the VRF are covered by and consistent with this Agreement.
- 1.8.3 Concurrence of Activities: If CDFW determines the activities described in the VRF is consistent with and covered by this Agreement the Permittee may begin the activities 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 CDFW for field confirmation. CDFW may grant its approval by doing one the following actions:
- 1.8.3.1 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 the Permittee may proceed with the activities described in the VRF.
  - 1.8.3.2 Complete the bottom portion of the submitted VRF, check the appropriate "Notice of Concurrence with Conditions" box, and provide comments, as necessary. CDFW will return the approved VRF to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list) stating the Permittee may proceed with the activities described in the VRF *without* receiving further approval from CDFW provided that CDFW's conditions are met and do not require further consultation.
  - 1.8.3.3 Complete the bottom portion of the submitted VRF, check the appropriate "Notice of Concurrence with Conditions" box, check the appropriate species survey box, and provide comments, as necessary. CDFW will return the approved VRF to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list) stating the Permittee may proceed with the activities described in the VRF *only with* CDFW written approval pending the results of the survey. CDFW shall have three (3) business days to review the survey results and respond to the Permittee. If more than three (3) business days pass since the submittal of the survey results, the survey shall be deemed automatically approved.
- 1.8.4 Non-Concurrence of Activities: If CDFW determines that the routine maintenance activities described in the VRF is not covered by or consistent with this Agreement, CDFW shall email a notice of non-concurrence to the Permittee contact person identified in the VRF and all the Permittee employees on the email distribution. If CDFW submits a notice of non-concurrence, CDFW shall specify the basis for its



determination and describe the actions the Permittee will need to take before it may begin the maintenance activities.

- 1.8.5 No Response by CDFW. If more than ten (10) business days have passed since submittal of the VRF (or two (2) business days for qualifying urgent review), the VRF shall be deemed automatically approved and the Permittee may begin that VRF's maintenance activities as described and as scheduled. If at any time CDFW does not respond to the VRF or other Permittee request, the Permittee may contact CDFW at [R2LSA@wildlife.ca.gov](mailto:R2LSA@wildlife.ca.gov) to receive a status update on their request or to be given the information of the CDFW contact's supervisor.
- 1.9 Emergency work: This Agreement does not apply to emergency work by the Permittee. An emergency is defined in Public Resources Code section 21060.3 and referenced in Fish and Game Code section 1601, an "Emergency" means a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. 'Emergency' includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as occurrences as riot, accident, or sabotage." The Permittee shall complete any emergency work in accordance with Fish and Game Code section 1610 and comply with the Notification requirement in Fish and Game Code section 1610. Compliance shall include completion of the Notification of Emergency Work form found on CDFW's website at <https://www.wildlife.ca.gov/Conservation/LSA/Forms> and submitting it to CDFW as instructed.
- 1.10 Maintenance activities not covered by this Agreement: Maintenance activities not covered by or consistent with this Agreement shall include any routine maintenance activities not identified in the Project Description and outside of the Project Location as specified in this Agreement, regardless of whether the activities are otherwise consistent with this Agreement. For routine maintenance activities not covered by this Agreement and subject to Fish and Game Code section 1602, the Permittee shall notify CDFW in accordance with that section before beginning the activities. See CDFW website <https://www.wildlife.ca.gov/Conservation/LSA> for instructions and forms for providing notification of Lake or Streambed Alteration to CDFW.
- 1.11 One-time Assessment and Revision of This Agreement. After the second year of this Agreement and in conjunction with the Permittee, CDFW will amend this Agreement and Exhibits, as necessary. The Permittee and CDFW shall meet and confer to identify all revisions necessary to protect the public and existing fish and wildlife resources identified throughout the initial two-year period of this Agreement. These revisions may include changes to procedural measures for more efficient review and reporting processes. The Permittee will not be charged a fee for this amendment. This measure does not preclude amendments pursuant to the Amendment section of this Agreement.



## 2. Avoidance and Minimization Measures

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

- 2.1 Demarcate Work Area for Stationary Projects. Where feasible and practicable (i.e. based on the size of the work area and activity to be performed), the Permittee shall clearly mark work area limits (e.g. flagging or fencing), including access roads; staging and equipment storage areas; stockpile areas for spoil disposal, soil, and materials; fueling and concrete washout areas; and equipment exclusion zones prior to the commencement of the maintenance activities. The Permittee shall ensure that activities will occur only within the marked limits.
- 2.2 Staging Areas and Access Routes. The Permittee shall limit the number of access routes and the size of staging and work areas to the minimum necessary to conduct the maintenance activities. The Permittee shall use existing staging sites, maintenance toe roads, and levee crown roads to the extent practicable for staging and access to avoid affecting previously undisturbed or vegetated areas.
- 2.3 Check for Wildlife in Pipes / Construction Materials. The Permittee shall cap or securely cover all maintenance materials such as signs, steel pipes, hoses, and similar structures on the project site for one or more overnight periods or installed as part of the project prior to storage. The Permittee shall check these materials shall checked for entrapped wildlife prior to being moved or used. The Permittee shall allow any entrapped wildlife to move out of the project site independently. The Permittee shall check all pipes and materials for this requirement at the end of the project.
- 2.4 All Excavated, Steep-walled Holes, or Trenches. The Permittee shall cover all excavated, steep-walled holes, or trenches with appropriate covers (e.g. thick metal sheets, plywood, etc.) at the end of each workday. The Permittee shall place covers to ensure that trench edges are fully sealed. Alternatively, such trenches may be furnished with an escape ramp at each end of any open trench to allow any wildlife that may become entrapped in the trench to climb out overnight. The ramp (e.g. dirt fill, wood planking, etc.) shall not be installed at an angle greater than 30 degrees.
- 2.5 Pesticide Use. The Permittee shall ensure that all pesticide applications are conducted by or under the supervision of a Qualified Certified Applicator following recommendations of a licensed Pest Control Advisor, pesticide label specifications, guidelines and requirements established by the California Department of Pesticide Regulation (DPR), and the local County Agricultural Commissioner. The Permittee shall review the DPR's PRESCRIBE database (<http://www.cdpr.ca.gov/docs/endspec/prescint.htm>), for any species-specific restrictions, prior to applying any pesticide.

## Work Period

- 2.6 Work Period in Low Rainfall / Dry Weather Only. Maintenance activities shall be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) and periods of dry weather (with less than a 30% chance of rain). The Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No maintenance shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by CDFW. All erosion control measures shall be initiated prior to storm events. Revegetation, restoration, and implementation of erosion control measures is not confined to this work period.
- 2.7 Anadromous Waterbodies. For watercourses where anadromous fish could be present, maintenance activities shall be timed during the dry season. The work period for completing maintenance activities within the flowing or standing water of the watercourses shall be confined to the period between July 15 and October 31. If water is present at the time of maintenance activities, the Permittee shall submit a Water Diversion Plan (Measure 2.44), divert water around the work area, and begin maintenance after the site is dry in accordance with Measure 2.6. As approved in a VRF, flow diversions are not necessary when hand tools, equipment buckets, arms, or claws are used in the flowing channel, but the main hull of the equipment is parked in an upland or dry portion of the channel area. Maintenance within the dry portion of the watercourse shall be timed in accordance with Measure 2.6. If storm events are anticipated, maintenance activities within the watercourse shall cease until all reasonable erosion control measures have been implemented and maintenance equipment/material is removed from the floodplain. Revegetation, restoration, and implementation of erosion control measures is not confined to this work period.
- 2.8 Non-anadromous Waterbodies. For waterbodies where anadromous fish are absent, the work period within watercourses shall be restricted to periods of low rainfall defined in Measure 2.6. Maintenance activities performed in the wet season or when water is present may be subject to additional measures depending on site conditions. If projects include maintenance activities that require work within the channel or include significant alterations to the banks, the Permittee shall submit a Water Diversion Plan (Measure 2.44).
- 2.9 Wildlife-Specific Conditions. Maintenance activities near bridges and culverts or include the disturbance of suitable vegetative nest sites shall be timed outside of the bird nesting and bat roosting seasons (February 1-August 31). Maintenance activities shall not occur unless the appropriate surveys have been conducted in accordance with Measures 2.21-2.23 or activities are approved in a VRF.
- 2.10 Work Period Modifications. The Permittee shall adhere to the work period restrictions in Measures 2.6-2.9. If the Permittee needs more time to complete maintenance activities or needs to start a project outside a work period, the Permittee may do so only if CDFW written confirmation is received or if approved in a VRF.

## **Biological Resources**

- 2.11 **Designated Biologist.** The Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for the proposed Designated Biologist(s) who will analyze the biological impacts of maintenance activities on behalf of the Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology and natural history of species within the project sites. If a special status species is known or suspected to occur at a given project site, the Designated Biologist shall be responsible for conducting pre-project surveys and monitoring the maintenance activity subject to this Agreement. The Designated Biologist will ensure or assist the Permittee's adherence to the protections measure in this Agreement. The Permittee shall submit the qualifications of the Designated Biologist for CDFW review and written approval before starting the project. If a Designated Biologist must be added or replaced, their qualifications shall also be submitted for CDFW review and written approval. CDFW will provide written approval or denial within ten (10) business days of submittal.
- 2.12 **Designated Biologist Stop Work Authorization.** 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, the Designated Biologist shall inform CDFW. Unless otherwise specified in a CESA document (e.g. incidental take permit or consistency determination), the Designated Biologist shall halt the maintenance activities and notify CDFW immediately if there is a threat of take to any special status species.
- 2.13 **Annual Education Program.** Prior to performing any maintenance activities, the Permittee shall annually conduct an education program for all persons employed or otherwise executing maintenance activities. The Permittee shall also provide specific on-site education for projects affecting sensitive species or habitats to all personnel working on the specific project site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species present at the site. The Permittee shall prepare and distribute cards, pamphlets, or fact sheets that contain the species information for workers to view on-site. The Designated 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 maintenance activities. 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 Permittee's offices and submitted with the post-maintenance report required by Measure 4.2 of this Agreement.



- 2.14 Special Status Species Encounters at the Project Site. If the Permittee observes any special status species within the project site that could be impacted by the maintenance activities, maintenance activities shall be suspended, and any special status species shall be allowed to leave the area on its own volition. CDFW shall be notified of the encounter, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the maintenance activities. If the special status species is listed as threatened, endangered, rare, or a candidate species pursuant to the CESA, the Permittee shall not re-initiate the maintenance activities until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.15 Leave Wildlife Unharmd. If the Permittee encounters any wildlife during maintenance activities, the wildlife shall be allowed to leave the project site unharmed and under its own volition.
- 2.16 Notification of Take or Injury. The Permittee shall immediately notify the Designated Biologist if a species is found injured or taken. The Designated Biologist shall provide immediate notification to CDFW by calling the Regional Office at 916-358-2885 and email [R2LSA@wildlife.ca.gov](mailto:R2LSA@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured, the status of the animal or carcass, and this Agreement number. Following initial notification, the Permittee shall send CDFW a written report within three (3) business days. The report shall include the date and time of the finding or incident, location of the animal or carcass, provide a photo, explanation as to cause of take or injury, and any other pertinent information.
- 2.17 Identify Aquatic Habitats. For stationary projects, the Designated Biologist shall identify potential riparian habitat, wetlands, ephemeral, intermittent or perennial watercourse, shallow water habitat, shaded riverine aquatic cover, and native oaks prior to implementation of the project. Where feasible, the Permittee shall mark the boundaries of these areas using temporary fencing, high-visibility flagging, or other means that are equally effective in clearly delineating the boundaries. Unless approved in a VRF, the Permittee shall not perform maintenance activities in these areas nor operate equipment.
- 2.18 Spread of Invasive Species. The Permittee shall conduct maintenance activities in a manner that minimizes the introduction, transfer, and spread of invasive species from one project site and/or water body to another. This includes aquatic, riparian, and terrestrial invasive species, including plants, animals, and microbes. Prevention best management practices and guidelines for invasive plants can be found at: <http://www.cal-ipc.org/ip/prevention/index.php> and for aquatic species at: <http://www.protectyourwaters.net/>. The Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the project site is discovered during maintenance activities by contacting CDFW's Invasive Species Program by email at [Invasives@wildlife.ca.gov](mailto:Invasives@wildlife.ca.gov).
- 2.19 Pre-Maintenance Survey for Stationary Projects. Three (3) business days prior to initiation of a stationary project, a Designated Biologist shall conduct a pre-



maintenance survey to identify special status species and associated habitat. Surveys shall be conducted within the project footprint, staging areas, and access routes. If required, species habitat and/or buffers shall be marked in the field by a Designated Biologist using temporary fencing, high-visibility flagging, or other means that are equally effective.

- 2.20 General Project Surveys. Upon review of the VRF for any project, CDFW may request an additional habitat assessment, species specific survey, or the presence of a Designated Biologist during maintenance activities. The Designated Biologist shall conduct the surveys in accordance with Measure 1.8.3.3. Habitat assessments shall be general in nature and include potential impacts to wildlife at the project site. Species surveys should include focused results for habitat and presence. Since this Agreement includes many watercourses and many habitat types, surveys should be specific to each project site.
- 2.21 Nesting Bird Surveys. If the Permittee begins a project during the nesting period for birds (February 1 to August 31), then the Permittee shall initiate pre-maintenance surveys to avoid impacts to nesting birds. These surveys shall include the areas within a minimum of 300 feet from the edge of the proposed project site(s). If any active bird nests are found, a temporary no-disturbance buffer, approved in writing by CDFW, shall be created to protect the nest and the birds. The results of the nest survey shall be submitted to CDFW before the start of the project in accordance with Measure 1.8.3.3. The results of the survey shall include the following information: name of Designated Biologist(s) conducting surveys, number of surveys completed, dates of survey(s), total field time of survey efforts, map of survey routes, and the type of species nesting. No habitat alterations or any other maintenance activities shall occur within the temporary disturbance buffer (even if the nest continues active beyond September 1) until the young have left the nest, are foraging independently from their parents, will no longer be impacted by the project, or approved in writing by CDFW. Vegetation clearing may occur other than as described if avoidance measures, approved in writing by CDFW, are in place to ensure no impacts to nesting birds may occur on the specified site and the specified date(s).
- 2.21.1 Swainson's Hawk Survey. In suitable Swainson's hawk (*Buteo swainsoni*) habitat, the Permittee shall conduct surveys within 300 feet from the project. Nest surveys for Swainson's hawks shall be conducted in a manner consistent with the Recommended Timing and Methodology for Swainson's hawk Nesting Surveys in California's Central Valley (see <https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>) or the most recent scientifically based survey methods.
- 2.21.2 Survey for Burrowing Owls. A Designated Biologist shall conduct a burrowing owl (*Athene cunicularia*) survey when a project occurs near Permittee or California Natural Diversity Database (CNDDDB) known occurrences and there is suitable habitat present within a project site. A

Designated Biologist shall conduct burrowing owl surveys in accordance with the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Wildlife, March 7, 2012) or the most recent scientifically based survey methods, approved in writing by CDFW. A Designated Biologist shall perform a survey for burrowing owls, in suitable habitat prior to project commencement.

- 2.22 **Bat Habitat Surveys and Tree Removal.** A Designated Biologist shall review maintenance activities that require tree removal to identify the maintenance locations that may support suitable habitat for bats. A Designated Biologist shall conduct surveys, based upon those locations, for bat habitat prior to project commencement. If a tree slated for removal is determined to be occupied by bats, then the tree removal shall not occur within the bat roosting period (February 1 to August 31). If bat occupancy has been documented, then all effort shall be made to identify the species without causing disturbance to the roosting bats. If any occupied trees planned for removal, the Permittee shall submit an avoidance and minimization plan for CDFW review and written approval. Trees providing any potential bat habitat in the following manner: all limbs and trunks greater than 10-inches in diameter shall be left on-site for a 24-hour period, shall be not be piled or allowed to fall on one another, and felled trunks and branches with cavities shall have cavity openings facing away from the ground and in a manner to allow wildlife to vacate.
- 2.23 **Bridge-Dwelling Wildlife.** No engines shall be stored or operated under any bridge or culvert unless the structure has been cleared of wildlife.
- 2.23.1 **Swallow Inspection.** The Permittee shall ensure maintenance activities on bridges occur outside of the swallow-nesting period (February 1 to August 31) or conduct frequent inspection of the bridge for nesting activity by February 1. If swallows begin colonizing the bridge prior to beginning bridge maintenance activities, all nest precursors (mud placed by swallows for construction of nests) shall be washed down or scraped at least once daily until the 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. Swallow nest removal shall not result in harm or death to birds or destruction of eggs.
- 2.23.2 **Bat Protection.** A Designated Biologist shall survey bridges for bats prior to the start of maintenance activities that have potential to impact bats, as identified in the VRF. If bats are found, the Permittee shall not continue with or begin those maintenance activities until CDFW has been consulted and instructed the Permittee to proceed. CDFW reserves the right to provide additional provisions to this Agreement designed to protect roosting bats.

- 2.24 Special Status Plants. The Permittee shall survey the maintenance activity area for special status plants if review of the CNDDDB indicates California Native Plant Society rare or special status plants (e.g. Sanford's arrowhead, elderberry) may occur within 500 feet of a proposed maintenance site and/or have a documented occurrence within similar habitat or within 1 mile of the site. If special status plants are identified (or thought to be present), the Permittee shall propose an avoidance and minimization plan for CDFW review. CDFW recommends that a no-disturbance buffer zone should be marked and maintained to protect any special status plant populations. If avoidance and minimization is not feasible for the project, the Permittee shall consult with CDFW before commencing or continuing maintenance activities.
- 2.25 Additional Wildlife Surveys. If a lapse in project-related activities of fifteen (15) business days or longer occurs, the Permittee shall consult with CDFW and another focused survey may be required before project activities can be reinitiated.
- 2.26 Inspect Vehicles. The Permittee shall inspect under all vehicles and heavy equipment for the presence of wildlife before the start of each workday when equipment is staged overnight at the project site. If wildlife may be harmed by the movement of the equipment, wildlife is obstructing the movement of the equipment, or if a special status species is observed, the Designated Biologist and CDFW shall be contacted. If it is determined that the project area is occupied by an active habitat and/or cannot be completed without harm to wildlife, the Permittee shall not commence maintenance activities until the wildlife is no longer present.
- 2.27 Notification to the California Natural Diversity Database. If any special status species are observed in project surveys or during implementation of a project, the Permittee shall submit CNDDDB forms to CDFW within five (5) business days of the sightings.

## **Vegetation Management**

- 2.28 Vegetation Management. The Permittee shall not exceed the minimum disturbance of vegetation necessary to complete the project. All vegetation control methods shall be specified in the VRF and shall be subject to CDFW approval. The Permittee shall remove all cleared material/vegetation out of the riparian zone and watercourse channel unless approved in writing by CDFW.
- 2.28.1 Tree Pruning. The Permittee may prune tree branches up to 72-inches above the ground or higher as approved in a VRF to provide for flood flows, vehicle access, visibility, and public safety. When feasible, branches and limbs extending over a wetted watercourse shall not be pruned to avoid potential impacts to shaded riverine aquatic habitat.
- 2.28.2 Vegetation Removal. Native vegetation shall not be removed if the plant has a diameter at breast height above 4-inches unless approved in a



VRF. If saplings of native oak trees are under 4-inches dbh but above 2-feet in height, the saplings will not be removed or damaged unless approved in a VRF.

- 2.28.3 Vegetation with Several Trunks. 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, or less, if approved in a VRF.
- 2.28.4 Mowing Deck Height. The Permittee shall set mowing deck height to 6-inches or higher on all adjustable equipment. If non-adjustable equipment must be used, the Permittee shall use the equipment closest to a 6-inch mowing deck height.
- 2.28.5 Mowing, Discing, or Grading Observations. The Permittee shall instruct equipment operators to be aware and alert to any unusual bird behavior observed (e.g. flushing birds out of the grass, broken-wing displaying, or defensive behavior) during any mowing, discing, or grading. If a nest, eggs, nestlings, or injured adult birds are found on-site, the equipment operator or supervisor shall contact the Designated Biologist to determine buffers, where to take the injured bird, and any additional measures needed to protect the nest/bird, as appropriate. The Designated Biologist or the Permittee shall inform CDFW if any bird injury occurs.
- 2.29 Nonnative Vegetation. Nonnative and invasive vegetation is not subject to Measure 2.28. In areas where such vegetation composes much of the habitat (e.g. Himalayan blackberry patches), provides significant shade, or stabilizes the bank, the Permittee shall consult CDFW for appropriate vegetation management strategies. If maintenance activities may result in impacts to substantial nonnative habitat, CDFW may request a nonnative vegetation management plan for the affected area. The management plan shall include the techniques that will be used to prevent the return or spread of invasive or nonnative vegetation. The management plan shall also detail a planting plan to restore habitat and/or hydrologic function of the affected area.
- 2.30 Mechanical Removal of Aquatic Vegetation. For mechanical removal operations, the Permittee shall lightly brush the equipment across the water surface and any associated aquatic vegetation to allow wildlife to leave the immediate area. The equipment will then be lowered into the water to remove vegetation. For transitory projects or where aquatic vegetation removal is the primary activity of the project, the Designated Biologist shall inspect plant materials after removal, to the extent physically possible, and remove special status species such as Western Pond Turtle, from bycatch. The Designated Biologist shall place turtles and other special status species back in the water in an immediate location away from the removal operation.

- 2.30.1 Placement of Vegetation Material. The Permittee shall remove aquatic vegetation completely from the project site or deposit it at a location away from the water.
- 2.31 Burning Piled Vegetation. If the Permittee would like to burn piled vegetation, the Permittee must do so where it will not impact nesting birds, roosting bats, or other wildlife. If vegetation has been left piled overnight or longer, the Permittee shall start the fire on one side of the pile to allow wildlife to escape the pile as the fire moves to the opposite side of the pile.
- 2.32 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 period of September 1 to January 31. Tree and shrub removal may occur outside this period if approved in writing by CDFW. Prior to removal, the Permittee shall implement surveys according to Measure 2.21, determine that no raptor or special status birds have established nests on the vegetation proposed for removal, determine the site is not being used as a rookery, and the trees to be removed are not being used by over-wintering bats.
- 2.33 Ongoing Vegetation Management. If at a given location, planned vegetation management, excluding grasses and forbs, has occurred within the prior three years, the vegetation management activity may be considered a permanent impact and mitigation may be required per Measures 3.1-3.4.
- 2.34 Invasive Plant Management. Invasive plant management shall be conducted in a manner that limits the potential for return or spread of invasive species.
- 2.34.1 Arundo. The Permittee shall properly dispose of all removed invasive vegetation to avoid spreading. The Permittee shall properly dispose of any Arundo (*Arundo donax*) removed as part of vegetation management activities at an appropriate upland location or shall pile it up and burn it on-site. The Permittee shall not chip, mulch, nor spread Arundo on land where it may pass into a watercourse in Figure 3.
- 2.34.2 Red Sesbania (Rattlebox) Removal. If red sesbania (*Sesbania punicea*) is found, the Permittee shall remove the plant(s) mechanically or with herbicides. Hand pulling is the preferred method when working with smaller plants that are in a moist environment. If hand-pulling is not possible, a weed wrench type tool (e.g. Uprooter®) may be necessary. If plant has podded, cut the main stem at the highest point just under the seed pods which limits the amount of fruit that will drop while using the weed wrench. Pick up all seed pods, remove the root ball, and then dispose of plant material at proper waste disposal facilities, green waste facilities or burn during allowed burn.

## Herbicide Spraying

- 2.35 Minimize Drift of Herbicides. The Permittee shall follow herbicide label instructions and Pest Control Advisor recommendations to reduce herbicide drift. These steps include using the largest size spray droplets and lowest spray pressure that will provide sufficient coverage and control. The Permittee shall not treat a project site if the wind speed is greater than 10 mph. The Permittee shall change nozzle type and spray pressures whenever conditions warrant, limiting the amount of herbicide which may inadvertently contact non-target species or enter a watercourse. In general, the Permittee shall conduct the treatment when more water is in the watercourse to allow for better spray accuracy and access and to provide for greater dilution volume of herbicides.
- 2.36 Biological Survey. Prior to treating a stationary project site, a Designated Biologist shall evaluate if the site requires a survey prior to treatment. The Designated Biologist shall conduct a survey to determine whether special status plants, animals, or sensitive habitats are present. The Designated Biologist shall also review CNDDDB records to determine if special status bird species have been observed within treatment location(s) and prepare a map for maintenance staff to identify such sites. If any special status species or sensitive habitats are present at the site, the Permittee shall not perform any treatment without CDFW review and written approval.
- 2.37 Elderberry Protection. The Permittee shall follow current or subsequent updates to USFWS protocols/guidelines when conducting maintenance activities that could impact the valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) or its habitat. The Permittee shall not use herbicides within the drip-line of elderberry shrubs (*Sambucus ssp.*), host plant for the valley elderberry longhorn beetle. The Permittee shall utilize backpack style sprayers to direct spray on floating aquatic vegetation adjacent to elderberry shrubs.
- 2.38 Diquat Treatments Limited to Unforeseen Infestations. The Permittee shall only utilize Diquat for unforeseen infestations to minimize the potential for negative impacts to special status species from exposure to Diquat dibromide. The Permittee shall only use Diquat from August 1 to November 30 of each year and for no more than 1 percent of treatment acres in total, unless utilized in a controlled location where special status fish species will not be present. Unforeseen infestations include situations in which aquatic invasive plant growth completely impedes navigation, such as a completely blocked slough that would impair the movement of emergency response vessels, or infestations that block water intake facilities and require immediate treatment. The Permittee shall consult with CDFW prior to using Diquat to help ensure that special status fish species are not likely to be present at the time of treatment.

## **Debris Materials and Waste**

- 2.39 Trash Removal. The Permittee shall ensure that all project-related trash items, such as wrappers, cans, bottles, and food scraps are removed from project sites each day and disposed of at an appropriate off-site location to minimize attracting wildlife to project site.
- 2.40 Debris and Material Removal. The Permittee shall remove temporary fill, construction debris, and refuse and properly dispose of these materials following completion of any maintenance activities.
- 2.41 Storage of Hazardous Materials. The Permittee shall ensure any hazardous materials (debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil, other petroleum products, or any other substances), which could be hazardous to aquatic or terrestrial wildlife, are stored at staging areas. Storage facilities must include an impermeable membrane between the ground and hazardous material and shall be bermed to prevent the discharge of pollutants. The Permittee shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 2.42 Spill of Material Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into a watercourse (e.g. pesticides, fuel, oil, hydraulic oil, wet concrete, etc.), the Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and shall immediately notify CDFW by email at [R2LSA@wildlife.ca.gov](mailto:R2LSA@wildlife.ca.gov). The Permittee shall arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. The Permittee shall take all reasonable measures to document the extent of the impacts and affected areas, including photographic documentation of affected areas and injured fish and wildlife. If dead fish or wildlife are found in the affected area, the Permittee shall collect carcasses and immediately deliver them to CDFW. The Permittee shall meet with CDFW within ten (10) business days of the reported spill to develop a resolution including: site clean-up, site remediation and, if necessary, compensatory mitigation for the harm caused to fish, wildlife, and the associated habitat. The Permittee shall be responsible for all spill cleanup, site remediation, and applicable compensatory mitigation costs. Spill of materials into watercourses that are deleterious to fish and wildlife are in violation of Fish and Game Code section 5650 et. seq.
- 2.43 Pollution and Litter. The Permittee shall comply with all litter and pollution laws.
- 2.43.1 Spoil Sites. The Permittee shall ensure that spoil piles are not located within a watercourse or locations that may be subject to high storm flows, where spoils may be washed back into a watercourse, or where it may affect watercourse habitat, aquatic, or riparian vegetation.



- 2.43.2 Rainfall or Runoff. No broken concrete, cement, debris, loose soil, silt, sand, trash, or washings thereof, oil or petroleum products, or other organic or earthen material from any maintenance activities shall be allowed to enter or be placed where it may be washed by rainfall or runoff into a watercourse unless approved in a VRF. When the project is complete, any excess materials or debris shall be removed from the project area. Per Fish and Game Code section 5652, no trash shall be deposited within 150 feet of the high-water mark of any watercourse or in an area where it may wash into the watercourse.
- 2.43.3 Equipment Liquids. No equipment maintenance or fueling shall be done within or near any watercourse where petroleum products or other pollutants from the equipment may enter these areas under any flow.

## Erosion Control

- 2.44 Stream Diversions / Dewatering. If work in the flowing portion of the channel are unavoidable, the Permittee shall obtain CDFW written approval and the channel flow shall be diverted around or through the project area during maintenance activities. The Permittee shall submit for review a detailed water diversion/dewatering plan to CDFW. CDFW shall review the proposed water diversion method, to concur with the plan or provide the requirements for that concurrence. The Permittee may not commence the dewatering of the channel or the diversion of water without concurrence from CDFW. When a temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall always be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. The Permittee shall ensure any temporary dam or other artificial obstruction constructed only be built from clean materials such as sandbags, gravel bags, bladder dams, or clean/washed gravel which will cause little or no siltation. The Permittee shall remove channel diversions prior to October 31 and/or upon completion of the activity, unless approved in a VRF.
- 2.44.1 Dewatering/Rewatering. If pumps are used to dewater the project site, the Permittee shall screen the intake line. CDFW fish screen criteria can be found online within the California Salmonid Stream Habitat Restoration Manual, Appendix S at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22610&inline>. The Permittee shall release or pump water downstream at an appropriate rate to maintain downstream flows during maintenance activities. Upon completion of maintenance activities, the Permittee shall remove any barriers to flow in a manner that will allow flow to resume with the least disturbance to the substrate.
- 2.44.2 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may

include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be immediately released in the same or closest body of water adjacent to the project site. This condition does not allow for the take or disturbance of any special status species.

- 2.45 Minimize Turbidity and Siltation. The Permittee shall take precautions to minimize turbidity/siltation during maintenance and post-maintenance periods. Precautions shall include but are not limited to: pre-maintenance planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project implementation; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a watercourse. As appropriate, the Permittee shall install a turbidity curtain or a series of turbidity curtains in the wetted channel to contain any sediment that may enter the watercourse during project implementation.
- 2.46 Bank Stabilization. The Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The materials used for bank stabilization shall be clean and free of trash and debris. The use of broken concrete or sack concrete as rock slope protection is not allowed due to its density and resistance to scour. The Permittee shall limit the amount of revetment and similar materials used for bank protection and other maintenance activities to the amount necessary to ensure proper flood protection system integrity and function.
- 2.47 Best Management Practices. The Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to channels or basins during implementation of the project. Erosion control materials shall be monitored and repaired as necessary to ensure maximum erosion and sediment control. The Permittee shall ensure runoff from steep, erodible surfaces is diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. All fiber rolls, straw waddles, 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 straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.
- 2.48 Redistribution of Topsoil. The Permittee shall redistribute topsoil as close to its original location as possible over the project site before revegetation procedures



are undertaken. Topsoil shall not be stockpiled where it may enter any watercourse.

- 2.49 Disturbed Soils. The Permittee shall stabilize all disturbed soils within the project site to reduce erosion potential, both during and following ground disturbing projects. Planting, seeding with native species, sterile seed mix, and mulching is acceptable.

## **Equipment Maintenance**

- 2.50 Equipment Maintenance. Construction vehicles and equipment will be checked daily for leaks and will be properly maintained to prevent contamination from hydraulic fluid, fuel, oil, and grease. Any equipment or vehicles driven and/or operated within or adjacent to the watercourse shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, the Permittee shall use a designated area and/or a secondary containment, located away from the watercourse. For locations where contaminants could wash into the watercourse, the Permittee shall place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas where any possible contamination from the equipment would not flow or be washed into the watercourse.
- 2.51 Stationary Equipment Leaks. The Permittee shall ensure that stationary equipment such as motors, pumps, and generators located within or adjacent to the watercourse is positioned over drip pans. The Permittee shall ensure that stationary heavy equipment have suitable containment to handle a catastrophic spill or leak.
- 2.52 Invasive Species Decontamination. Prior to transporting equipment to a new project site, the Permittee shall remove all visible soil/mud, plant materials, and animal remnants on equipment. If any signs of invasive species are found, the equipment shall be cleaned to remove those species. The Permittee shall clean/disinfect the equipment upon exiting the project site. The Permittee must decontaminate any maintenance tools, equipment, or gear that enters the water before bringing it to another project site. The Prevention BMPs and guidelines for invasive plants can be found at: <http://www.cal-ipc.org/ip/prevention/index.php> and for aquatic species at: <http://www.protectyourwaters.net/>.
- 2.53 Decontamination Methodology. The 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, the 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, the 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 two (2) calendar days. To decontaminate using a hot water soak, the

Permittee shall immerse equipment in water greater than 140 degrees Fahrenheit and soak for a minimum of five (5) minutes. To decontaminate by freezing, the Permittee shall place equipment in a freezer lesser than 32 degrees Fahrenheit 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 watercourse, and/or returned to the project site from another location.

- 2.54 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into the watercourses in Figure 3.
- 2.55 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may enter the watercourses in Figure 3.
- 2.56 Cease Operations. If, in the opinion of CDFW, conditions arise, or change in such a manner as to be considered deleterious to the existing fish or wildlife resources, the Permittee shall cease the project upon written or verbal request of CDFW staff. CDFW will notify the Permittee immediately and then follow-up in writing within ten (10) business days following the cease operation order of the corrective actions that must be completed. The Permittee shall not recommence the maintenance activities until they have completed all corrective measures identified by CDFW.
- 2.57 Remove Temporary Structures, Flagging, Fencing, and Barriers. The Permittee shall remove all temporary structures, flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of maintenance activities.

## **Revegetation and Restoration**

- 2.58 Site Restoration. For discrete, stationary projects, the Permittee shall restore habitats, including sensitive natural communities, to pre-project conditions wherever feasible. Restoration could include recontouring by grading and discing, revegetating with native seeds and plants reflective of the target plant community, decompacting soil, and installing appropriate erosion control measures to return the disturbed on-site habitat to pre-activity conditions.
- 2.59 Low Flow Channel to Pre-Project Conditions. If a watercourse channel has been altered during the operations, the 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. The Permittee shall return the gradient of the watercourse margin to pre-project grade unless such operation is part of a restoration project, in which case, the change in grade shall be approved in a VRF prior to project commencement.
- 2.60 Seeding. The Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a locally native grass mix, unless



otherwise approved in writing by CDFW. Revegetation shall be completed as soon as possible after maintenance activities.

- 2.61 Stabilize Bare Soil. Loose or compacted soil areas in need of stabilization shall be seeded with a sterile or locally native seed mix, unless otherwise approved in writing by CDFW. The Permittee shall apply seed mix to such sites shall be completed as soon as possible after maintenance activities in those areas cease. Following placement of the seed mix, the Permittee shall cover the seeded area with broadcast straw, jute netting, coconut fiber blanket, or similar erosion control blanket.
- 2.62 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved in writing by CDFW.
- 2.63 Prohibited Plant Species. The Permittee shall not plant, seed, or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

### **3. Compensatory Measures**

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

- 3.1 Compensatory Mitigation. The Permittee shall mitigate to offset permanent impacts from maintenance activities. The Permittee shall follow Measure 3.2 for implementation of mitigation.
- 3.2 Habitat Mitigation and Monitoring Plan (HMMP). No later than 180 calendar days after the execution of this Agreement, the Permittee shall submit to CDFW for review and approval a 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 enhancement activities, and/or mitigation bank credit purchase information. 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 the water resources and habitat types, and a map that identifies the location of the site; (b) a plan for the preparation of the restoration site, including the removal of nonnative plant species, non-wetland/riparian species; (c) a local California native plant palette; (d) a planting plan, including monitoring and maintenance measures and a timeline; (e) an irrigation plan; (f) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan; and (g) success standards with contingency measures. Monitoring and maintenance of the restoration site shall be conducted annually for a minimum of three (3) years for native seed mix,



five (5) years if larger shrubs or trees are included, or until CDFW determines the mitigation site is successful.

- 3.3 **Onsite Re-vegetation and Restoration.** In areas where temporary impacts resulting from maintenance activities occur, the Permittee shall submit a Restoration Plan prepared by a qualified engineer, geologist, or watercourse restoration specialist to CDFW for review and written approval. The restoration plan shall be designed to ensure recovery or enhancement of watercourse form and fish and wildlife resource values. The restoration plan shall include a plant palette of the 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.
- 3.4 **Vegetation Performance.** To ensure a successful stabilization effort, plantings shall be monitored and maintained for five (5) years provided the plantings are not irrigated. If irrigation is necessary, then the plantings shall be monitored and maintained for seven years. All plantings shall have a minimum of 75% success at the end of five years or seven years with a minimum of two (2) consecutive years (2 growing seasons) of monitoring after the removal of irrigation. The Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradications, or any other practice to achieve these goals. Remediation actions or replacement plants shall be monitored with the same survival success for an additional five years following the above requirements.

#### **4. Reporting Measures**

The Permittee shall meet each reporting requirement described below. When submitting each reporting requirement, refer to Agreement No. 1600-2018-0178-R2. Submit each report as instructed in Contact Information section, e-mail submittal is preferred. If the Permittee fails to provide status reports as required by this Agreement, CDFW may suspend or revoke this Agreement.

- 4.1. **Post-Maintenance Report.** For each calendar year this Agreement is valid, the Permittee shall submit to CDFW a post-maintenance report detailing the status of the maintenance authorized by this Agreement. Reports are due by March 1 of the following year (e.g. the 2019 report would be due on March 1, 2020). The post-maintenance report shall include:
- 4.1.1 An accounting of the total number of routine maintenance projects approved by CDFW during the prior maintenance year.
  - 4.1.2 A summary of the work completed during the previous maintenance 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), status of other mitigation, and/or monitoring.

CDFW shall review the post-maintenance report and may conduct on-site inspections to confirm the Permittee is in compliance with this Agreement, and that the measures in this Agreement continue to protect fish and wildlife resources. For locations where site access or safety restrictions are a concern, CDFW shall notify the Permittee and schedule site visits with the Permittee. CDFW shall follow all safety and other entry requirements given by the Permittee.

4.2. Status Report. The Permittee shall provide a status report to CDFW every four (4) years from the effective date of this Agreement, as required in Fish and Game Code section 1605(g)(2). The status report shall be delivered to the CDFW no later than ninety (90) calendar days prior to the end of each four-year period and shall include all of the following information:

- 4.2.1 The status of the maintenance activities covered by this Agreement, including whether the maintenance activities remain the same or have been altered.
- 4.2.2 A status report with all the mitigation and restoration activities performed pursuant to Measures 3.1-3.4 of this Agreement.
- 4.2.3 An evaluation of the success or failure of the measures in this Agreement to protect fish and wildlife resources the activities may substantially adversely affect.
- 4.2.4 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.
- 4.2.5 A copy of the original Agreement and any amendments.

CDFW shall review the four-year status report and may conduct on-site inspections to confirm Permittee is in compliance with this Agreement and the measures in this Agreement continue to protect fish and wildlife resources. For locations where site access or safety restrictions are a concern, CDFW shall notify the Permittee and schedule site visits with the Permittee. CDFW shall follow all safety and other entry requirements given by the Permittee. If CDFW determines the measures in this Agreement no longer protect the fish and wildlife resources, CDFW, in consultation with the Permittee, and within sixty (60) calendar 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, CDFW shall make available the information upon which it determined this Agreement no longer protects the affected fish and wildlife resources.

If the Permittee disagrees with one or more of the measures, within thirty (30) calendar days of receiving the new measures, it shall notify CDFW, in writing, of the disagreement. The Permittee and CDFW shall consult regarding the

disagreement. The consultation shall be completed within thirty (30) calendar days after CDFW receives the Permittee's notice of disagreement. If CDFW 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 Fish and Game Code section 1603 (b), the panel of arbitrators shall be established and appointed within fourteen (14) calendar 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 submitted to CDFW under this Agreement is identified in CDFW's current LSA fee schedule as a "project fee" for a Routine Maintenance Agreement. The required fee is project fee within the LSA fee schedule at the time of CDFW project (VRF) approval. See CDFW'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 CDFW as follows:

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

## CONTACT INFORMATION

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

The Permittee shall send all VRF submittals to the person(s) specified by CDFW, electronic submission is preferred. CDFW 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.

### To the Permittee:

Stuart Hodgkins, City Engineer  
City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621

Phone: 916-727-4770  
[shodgkins@citrusheights.net](mailto:shodgkins@citrusheights.net)

Contact: Scott Salembier  
110 Blue Ravine Road, Suite 200  
Folsom, CA 95630  
916-858-0642  
[ssalembier@dokkenengineering.com](mailto:ssalembier@dokkenengineering.com)

To CDFW:

California Department of Fish and Wildlife  
1701 Nimbus Road  
Rancho Cordova, CA 95670  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2018-0178-R2  
Phone: 916-358-2885  
Fax: 916-358-2912  
[R2LSA@wildlife.ca.gov](mailto:R2LSA@wildlife.ca.gov)

## **LIABILITY**

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

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

## **SUSPENSION AND REVOCATION**

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

Before CDFW suspends or revokes this Agreement, it shall provide the 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 the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to the Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.



## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve the Permittee or any person acting on behalf of the 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 the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 et seq. (threatened and endangered species), 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 this Agreement authorizes the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

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

The Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see 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 this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by the Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

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

## EXTENSIONS

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

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

## EFFECTIVE DATE

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

## TERM

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

## EXHIBITS

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

Exhibit A Figure 1 – Project Locations

Figure 2 – City Boundaries

Figure 3 – Project Areas

Exhibit B Verification Request Form (VRF) for this Agreement

## AUTHORITY

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

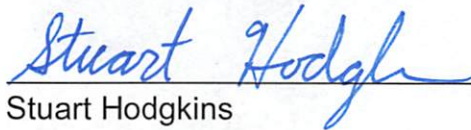
## AUTHORIZATION

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

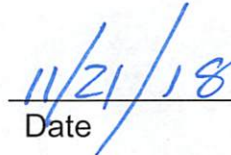
## CONCURRENCE

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

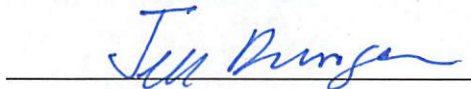
### FOR CITY OF CITRUS HEIGHTS



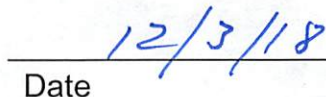
Stuart Hodgkins  
City Engineer

  
Date

### FOR DEPARTMENT OF FISH AND WILDLIFE



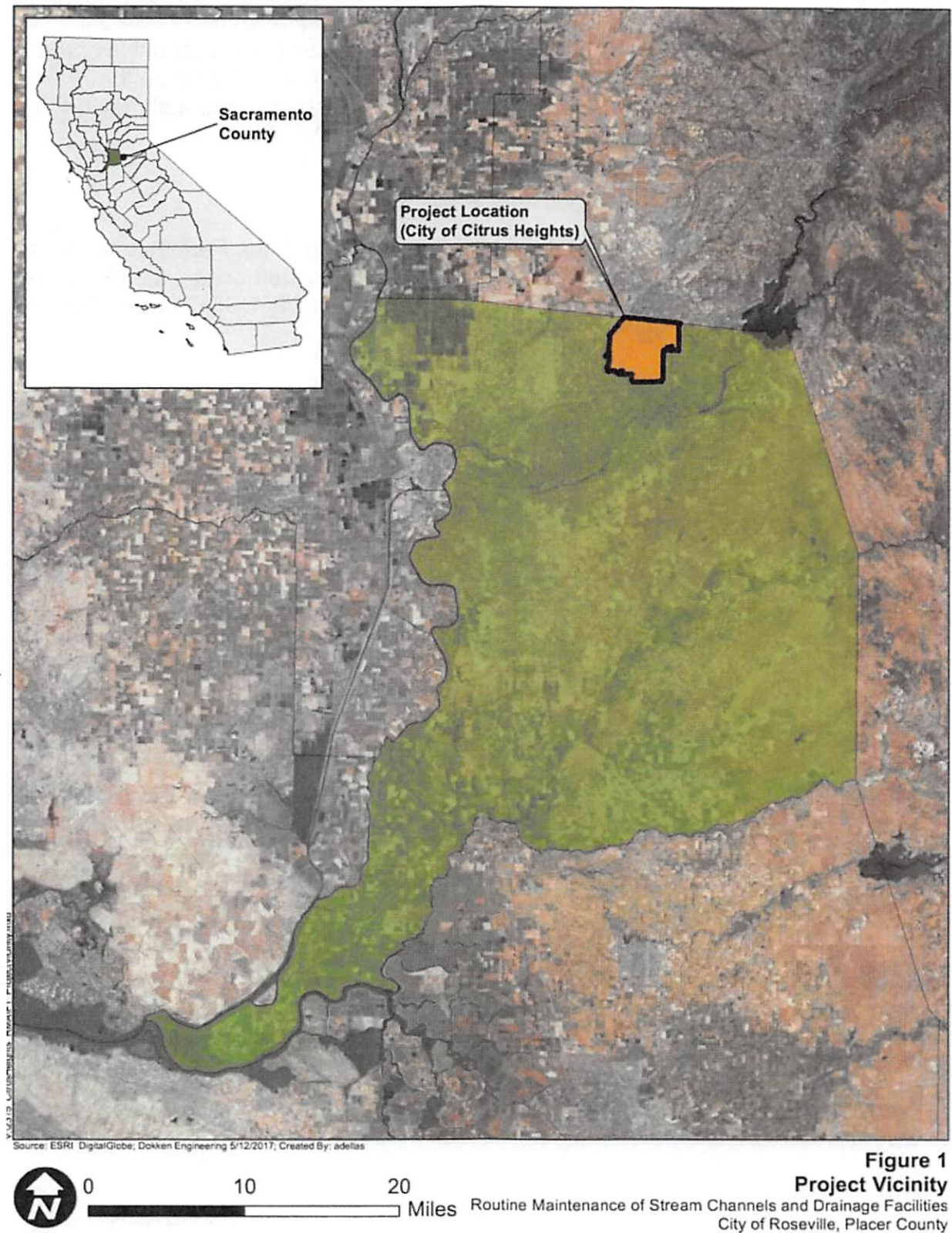
Jeff Drongesen  
Environmental Program Manager

  
Date

Prepared by: Dylan Wood  
Environmental Scientist

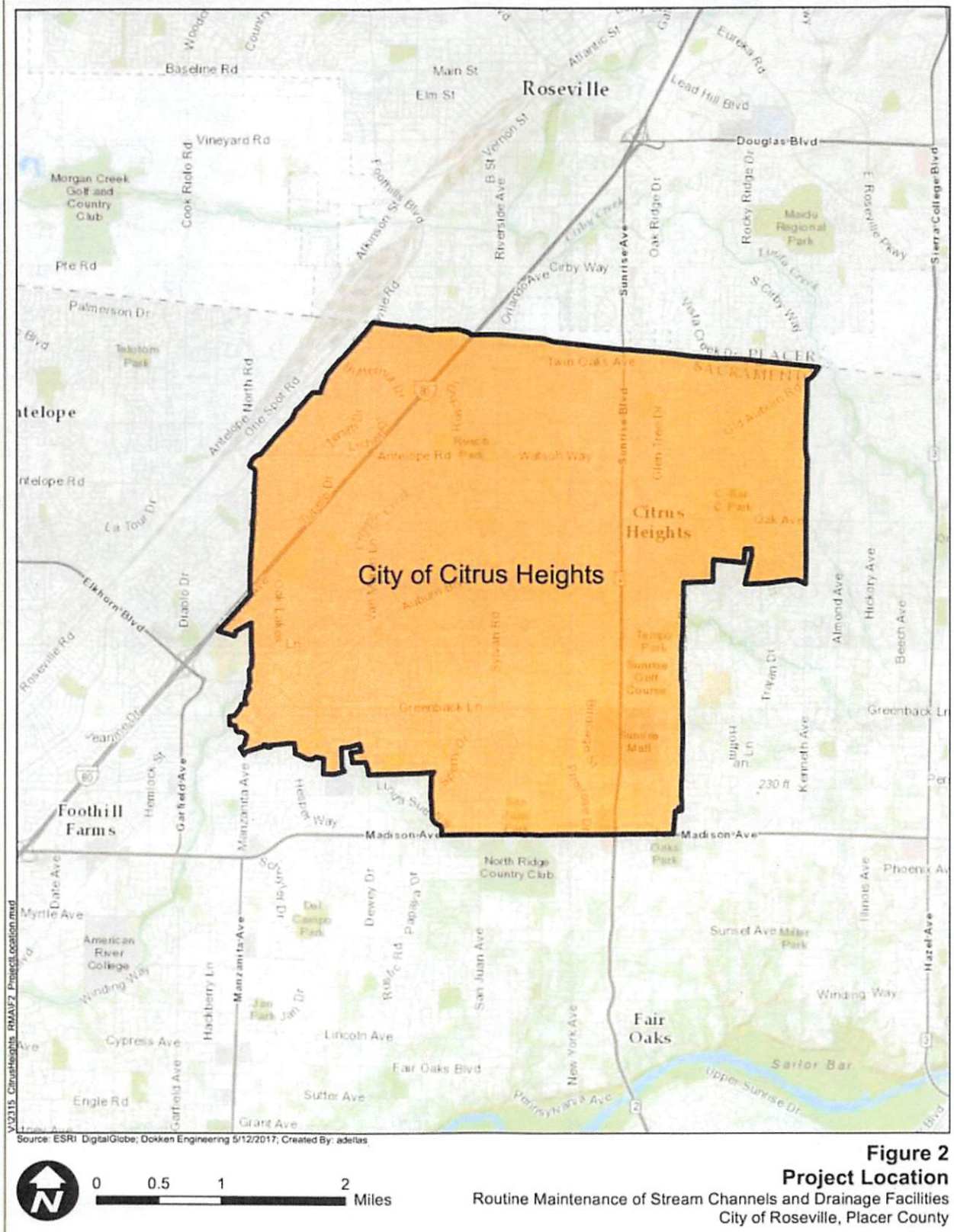


## Exhibit A. Figure 1. Project Location

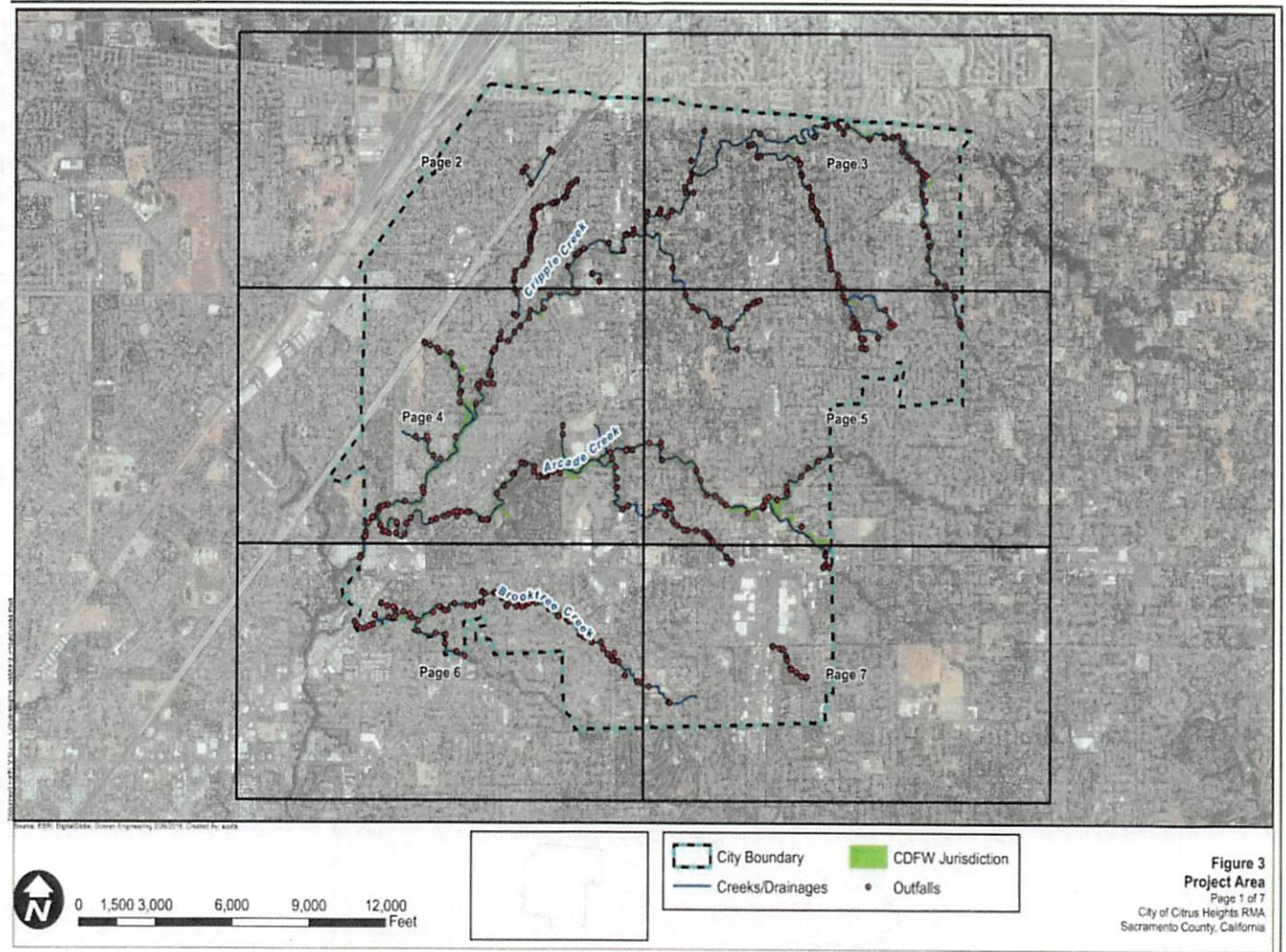




**Figure 2. City Boundaries**



**Figure 3. Project Areas**





## Exhibit B. VRF for this Agreement

### VERIFICATION REQUEST FORM (VRF)

<b>City of Citrus Heights</b> STREAMBED ALTERATION (SAA) AGREEMENT FOR ROUTINE MAINTENANCE OF STREAM CHANNELS AND DRAINAGE #1600-2018-0178-R2		<b>Date of Request:</b>  <input type="checkbox"/> ORIGINAL REQUEST <input type="checkbox"/> REVISION NO.
<b>SECTION 1: INFORMATION PROVIDED BY THE PERMITTEE</b> <i>(to be filled in by the Permittee)</i>		
<i>Reference the LSA Agreement Measures 1.6-1.8 for processing this VRF</i>		
<b>Contact Person:</b> <b>Phone Number:</b>	<b>Cell Number:</b> <b>Email:</b>	
<input type="checkbox"/> Routine Maintenance 10 Day Notice <input type="checkbox"/> Urgent – minimum 2 Day Notice (describe urgency below) <input type="checkbox"/> Emergency – work to begin immediately (describe emergency below)  <i>Describe Urgent or Emergency Request:</i>  <b>Name of Watercourse:</b>  <b>Location or another identifier:</b>		
<b>Project Start Date:</b>	<b>Project End Date:</b>	<b>Number of Work Days:</b>
<u><b>Authorized Maintenance Activities</b></u> <input type="checkbox"/> Debris or Obstruction Removal <input type="checkbox"/> Beaver Dam Removal <input type="checkbox"/> Silt, Sand, or Sediment Removal <input type="checkbox"/> Vegetation Control <input type="checkbox"/> Minor Erosion Control <input type="checkbox"/> Trail Maintenance <input type="checkbox"/> Channel Alignment Maintenance <input type="checkbox"/> Repair of Facilities <input type="checkbox"/> Boat Ramp, Dock, or Dam Maintenance <input type="checkbox"/> Geotechnical Sampling <input type="checkbox"/> Temporary Diversion <input type="checkbox"/> Bridge Cleaning <input type="checkbox"/> Bridge Maintenance <input type="checkbox"/> Homeless Encampment Removal <input type="checkbox"/> Other:		<u><b>Equipment</b></u> <input type="checkbox"/> Chainsaw/pruning shears/clippers <input type="checkbox"/> Mechanical vegetation cutters/shredders <input type="checkbox"/> Hand Tools <input type="checkbox"/> Mower <input type="checkbox"/> Masticator <input type="checkbox"/> Bobcat <input type="checkbox"/> Chipper <input type="checkbox"/> Dozer <input type="checkbox"/> Backhoe <input type="checkbox"/> Haul Truck <input type="checkbox"/> Excavator <input type="checkbox"/> Herbicide/insecticide <input type="checkbox"/> Other:
<u><b>Routine Maintenance Requiring Variance</b></u> <input type="checkbox"/> Request to Work Outside RMA Dates <input type="checkbox"/> Other:		<u><b>Project Information</b></u> Estimated Acreage of Impacted Area: Lineal Feet of Work: Volume (e.g. cubic yards) of materials displaced, removed, or added: Will the project site be dewatered? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Description of Proposed Maintenance Activities:</b>   		
<b>Types of materials to be removed, displaced, or added:</b>		

**Known environmental issues or other concerns:**

Please verify that [R2LSA@wildlife.ca.gov](mailto:R2LSA@wildlife.ca.gov) has been CC'd on your email notification ☐

**SECTION 2: PROJECT MAPS, PHOTOS, PLANS** (to be filled in by the Permittee)

*Please attach the following for the project site(s) and verify that they have been included:*

- ☐ Google Earth KMZ file, GIS Shape file, or aerial photo for each project location. If applicable, include the following information:
- ☐ Location of the activity or if multiple activities, the location of each activity
  - ☐ Project access (public/private roads or proposed new temporary access)
  - ☐ Location of staging area
- ☐ Representative photos for large-scale sites or site-specific photos for discrete locations
- ☐ Engineering and/or design plans (if relevant)
- ☐ Other:

**SECTION 3: DESIGNATED BIOLOGIST** (to be filled in by the Permittee)

Has the Designated Biologist reviewed this VRF?: ☐ Yes ☐ No  
Name of Designated Biologist: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 4: CDFW APPROVAL** (to be filled in by CDFW staff)

*In accordance with Conditions set forth in the LSA Agreement between the California Department of Fish and Wildlife (CDFW) and the City of Citrus Heights (Permittee) for Routine Maintenance in Sacramento County for the purposes of maintaining streams and drainages within City boundaries, the Permittee hereby notifies CDFW of its intent to perform routine maintenance work.*

**CDFW Contact Information**

Name: \_\_\_\_\_

**Date CDFW Responded to the Permittee:**

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

VRF#: \_\_\_\_\_

Year: \_\_\_\_\_

- ☐ **Notice of concurrence**
- ☐ Work can begin as scheduled
  - ☐ Work can begin immediately
- ☐ **Notice of concurrence with conditions (See CDFW comments below)**
- ☐ Work can begin as scheduled
  - ☐ Work can begin immediately
  - ☐ Work can begin pending survey results:
    - ☐ Habitat Assessment
    - ☐ Bridge Dwelling Wildlife
    - ☐ Nesting Birds
    - ☐ Sanford's arrowhead
    - ☐ Elderberry
    - ☐ Western Pond Turtle
    - ☐ Bats
    - ☐ Other:
- ☐ **Notice of non-concurrence with comments (See CDFW comments below)**

**Comments:**