

Appendix E

**National Marine Fisheries Service—
Letter of Concurrence**



JUL 15 2005

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southwest Region
501 West Ocean Boulevard, Suite 4200
Long Beach, California 90802-4213

July 12, 2005

In response refer to:
151422SWR05SA20094:HLB

Michael Finan
Chief, Delta Office
U.S. Army Corps of Engineers
1325 J Street
Sacramento, California 95814-2922

Dear Mr. Finan:

This letter responds to your March 28, 2005, request for formal consultation with NOAA's National Marine Fisheries Service (NMFS), pursuant to the Endangered Species Act (ESA) and the Magnuson-Stevens Fishery Conservation and Management Act for a U.S. Army Corps of Engineers (Corps) permit to the Three Rivers Levee Improvement Authority (TRLIA) for stage one of the Feather-Bear-Western Pacific Interceptor Canal (WPIC) Levee project (No. 200400685). The project is located near Marysville, in Yuba County, California. You have determined that the Feather-Bear-WPIC Levee project is likely to adversely affect Federally listed threatened Central Valley spring-run Chinook salmon (*Oncorhynchus tshawytscha*), threatened Central Valley steelhead (*O. mykiss*), and the proposed critical habitat of Central Valley spring-run Chinook salmon and Central Valley steelhead, and the Essential Fish Habitat (EFH) of Pacific salmon. Your letter also requests that NMFS recommend project modifications that would avoid or minimize impacts to anadromous fish and their habitat and preclude the need for formal consultation.

NMFS previously responded to your letter on April 28, 2005, and found that all of the information necessary to initiate formal consultation was not provided. NMFS provided a list of information needs, and recommended measures that would avoid and minimize adverse impacts to anadromous fish. Jones and Stokes, the Corp's designated representative for the ESA consultation, has since provided NMFS with the requested information in a final biological assessment and EFH assessment.

The proposed action includes reconstruction of portions of the existing Bear River levee, construction of a foundation for a new set-back levee, and removal of an existing walnut orchard in the Bear River floodway. Levee reconstruction will include placement of approximately 400 linear feet (lf) of rock riprap, raising approximately 700 lf of the levee surface, and installation of approximately 900 lf of impervious clay into the water side of the levee. Construction of the new levee foundation will include installation of tie-ins to the existing levee, excavation of an inspection trench, construction of a slurry wall below the land surface, and compaction of the levee foundation. Up to 70 acres of walnut orchard will be removed within the floodway to facilitate floodwater conveyance at the confluence of the WPIC.



The project has been planned and designed with priorities of avoiding and minimizing effects to anadromous fish and their habitat. In-channel project activities will occur during summer and fall months when anadromous fish are not likely to be present within the action area.

Contractors will be required to implement a storm water protection plan, and best management practices to prevent foreign materials from entering the waters of the Bear and Feather Rivers. The project will avoid impacting shaded river aquatic (SRA) cover and other aquatic habitats, wherever possible. TRLIA will compensate for impacts to SRA cover and riparian vegetation by replacing lost features at a 3:1 ratio. Replacement of lost features will occur at bank protection sites by incorporating native woody vegetation in the rock slope protection. Additional riparian vegetation and SRA cover will be established in flood damaged areas of the orchard removal area, along the Bear River. To ensure the effectiveness of compensation measures, TRLIA will implement a habitat conservation plan that will include measurable objectives, performance measures, monitoring methods, and remedial actions. A future stage two of the Feather-Bear WPIC Levee project is expected to occur in 2006. Stage two will construct the setback levee, and remove much of the lower Bear River levee and portions of the Feather River levee. The project will substantially increase floodplain area, and juvenile rearing and refugia habitat behind the setback levee.

ESA Section 7 Consultation

NMFS has received the information necessary to initiate consultation on Federally listed salmonids within the proposed project area. Based on our review of the material provided with your request, and the best scientific and commercial information currently available, NMFS has determined that the proposed Feather-Bear WPIC Levee project is not likely to adversely affect Central Valley spring-run Chinook salmon, Central Valley steelhead, or proposed critical habitat for Central Valley spring-run Chinook salmon and Central Valley steelhead. This determination may be reconsidered and further consultation may be necessary if one of the following occurs: (1) new information suggests the proposed project may affect listed species or critical habitat in a manner or to an extent not described in the biological assessment or considered in this review; (2) new species critical habitat are designated that may be affected by the proposed action; or (3) the project description is changed. This concludes ESA section 7 consultation for the proposed project. This concurrence does not provide incidental take authorization pursuant to section 7(b)(4) and section 7(o)(2) of the ESA.

Essential Fish Habitat Consultation

We also have reviewed this project for impacts to EFH for Pacific salmon and under section 305(b)(2) of the MSA, and find that implementation of the project will not adversely affect EFH for Pacific salmon; therefore, we do not have any extra conservation recommendations for the proposed action.

Please contact Howard Brown at (916) 930-3608, or via e-mail at howard.brown@noaa.gov if you have any questions concerning this project, or require additional information.

Sincerely,



br Rodney R. McInnis
Regional Administrator

cc: NMFS-PRD, Long Beach, California

Chris Elliot, Jones and Stokes, 2600 V Street, Sacramento, California, 95818

Bill Mitchell, Jones and Stokes, 2600 V Street, Sacramento, California, 95818

Appendix F

**California Department of Fish and Game—
Consistency Determination**



State of California - The Resources Agency
DEPARTMENT OF FISH AND GAME

<http://www.dfg.ca.gov>
1416 NINTH STREET
P.O. BOX 944209
SACRAMENTO, CA 94244-2090

ARNOLD SCHWARZENEGGER, Governor



September 15, 2005

Christopher C. Elliott
Jones & Stokes
2600 V Street
Sacramento, CA 95818-1914

Dear Mr. Elliott:

The Department of Fish and Game (Department) received your request on behalf of the Three Rivers Levee Improvement Authority for a determination that U.S. Fish and Wildlife Service Biological Opinion No. 1-1-05-F-0106 is consistent with the California Endangered Species Act (CESA) as to anticipated take of the giant garter snake (*Thamnophis gigas*).

The Department has determined that the above-referenced biological opinion, which concerns Stage 1 of the Proposed Feather River, Bear River, and Western Pacific Interceptor Canal Levee Improvement Project (Corps Regulatory No. 200400685), Yuba County, California, is consistent with CESA. A copy of that determination is enclosed for your records. If you have any questions, please contact Mr. Ian Drury, Environmental Scientist, (916) 358-2030, or Mr. John Nelson, Senior Environmental Scientist, (916) 358-2944.

Sincerely,


Banky E. Curtis
Deputy Director

Enclosure

cc: Mr. Kent McClain, Three Rivers Levee Improvement Authority

Sandra Morey, John Nelson, Ian Drury, Kent Smith
Department of Fish and Game
Sacramento Valley Central Sierra Region

Scott Flint,
Department of Fish and Game
Habitat Conservation Planning Branch

03/10/2005 10:15 310002000 FILED PAGE 03/05

**CALIFORNIA DEPARTMENT OF FISH AND GAME
CONSISTENCY DETERMINATION**

Fish and Game Code Section 2080.1

CESA No. 2080-2005-021-02

PROJECT: Stage 1 of the Feather River, Bear River, and Western Pacific
Interceptor Canal Levee Improvement Project

LOCATION: Yuba County

PROJECT PROPONENT: Three Rivers Levee Improvement Authority

BACKGROUND:

The Three Rivers Levee Improvement Authority (TRLIA) is proposing improvements to the flood management system in southern Yuba County, including segments of the Feather River, Bear River, and Western Pacific Interceptor Canal (WPIC). Improvements for Stage 1 of the overall project are collectively termed the Feather-Bear-WPIC Levee Project (hereafter, the "Project"). Stage 2 actions will be pursued under separate authorizations. The proposed Project is located in southwestern Yuba County near the confluence of the Bear and Feather Rivers. The main features of the proposed Project are a new setback levee, environmental enhancement of the new setback area, and mitigation for any environmental impacts. Activities associated with construction of the Project will result in potential take of giant garter snake (*Thamnophis gigas*), which is listed as threatened under the California Endangered Species Act, Fish and Game Code sections 2050 et seq. (CESA).

Because of the Project's potential for take of the giant garter snake, the U.S. Army Corps of Engineers (ACOE) consulted with the U.S. Fish and Wildlife Service (Service) as required by the Endangered Species Act (ESA) (16 U.S.C. § 1531 et seq.). On August 10, 2005, the Service issued Biological Opinion No. 1-1-05-F-0106 which considers the Project and sets forth measures to mitigate impacts to the giant garter snake. On August 16, 2005 the Department of Fish and Game (Department) received a notice from TRLIA pursuant to Fish and Game Code Section 2080.1, requesting a determination that the federal Biological Opinion is consistent with CESA for the proposed Project. In a letter dated September 8, 2005, TRLIA's consultant Jones & Stokes proposed, on behalf of TRLIA, additional mitigation/compensation measures for the project that would supplement the mitigation set forth in the Biological Opinion.

DETERMINATION:

Based on the terms and conditions in the Service's Biological Opinion No. 1-1-05-F-0106, as supplemented by the September 8, 2005 letter, the Department has determined that the Biological Opinion is consistent with CESA because the Project and mitigation measures meet the conditions set forth in Fish and Game Code section 2081(b) and (c) for authorization of incidental take of species protected under CESA. Important to the Department's findings are measures from the Biological Opinion and the September 8 letter which address expected or potential impacts to the giant garter snake. These measures include, but are not limited to, the following requirements:

1. Work within potential snake habitat will occur between May 1 and October 1, which coincides with the active season of the giant garter snake, except as specifically provided in the Biological Opinion and the September 8 letter.
2. Within 24 hours prior to initiation of construction activities, or a break (two weeks or more) in construction activity, an approved biologist will survey the site.
3. When working in aquatic areas capable of supporting prey for the giant garter snake, TRLIA will dewater the habitat 15 days prior to the initiation of construction activities. An approved biological monitor will be present during all dewatering activities.
4. Construction personnel will participate in an approved worker environmental awareness training program. Under the guidelines of this program, workers shall be informed about the presence of snakes and habitat associated with the species and that unlawful take of the animal or destruction of its habitat is a violation of ESA. Prior to construction activities, a qualified biologist shall instruct construction personnel about: the life history of the snake; the importance of irrigation canals, marshes/wetlands, and seasonally flooded areas, such as rice fields, to the species; and the terms and conditions of the Biological Opinion.
5. Movement of heavy equipment to and from the Project site shall be restricted to established roadways to minimize habitat disturbance.
6. Any erosion control matting will not include monofilament or plastic; the matting will be comprised of jute, straw, coconut matting, or other natural fibers.
7. TRLIA will restore 96.12 acres of temporarily affected giant garter snake habitat at the Project site according to the *Guidelines for Restoration and/or Replacement of Giant Garter Snake Habitat* and the *Standard Avoidance and Minimization Measures During Construction Activities in Giant Garter Snake (*Thamnophis gigas*) Habitat*. TRLIA will continue to monitor the restored area for one year following construction and restoration activities and report to the Service to ensure success of the restoration.

8. TRLIA will mitigate for permanent impacts to giant garter snake by purchasing the equivalent of 134.37 acres of giant garter snake habitat in a Service-approved conservation bank prior to any construction within habitat for this species. If mitigation credits are not immediately available from an approved conservation bank, and if it is determined by the Service and the Department that no other mitigation site is immediately available, TRLIA shall place the sum of \$4,702,950.00 in an escrow account prior to initiating construction activities. The purpose of this account is to ensure funding for the acquisition and long-term management of habitat consistent with the requirement to mitigate for 134.37 acres for the giant garter snake. Both the Service and the Department will have authority over disbursements from the escrow account. If, after 18 months from the initial date of deposit into the account, funds have not been expended to meet the required mitigation, the Service and the Department will meet, and at their discretion, may choose to specifically identify how and where the required mitigation shall be applied. In either case, at the time that the mitigation is put in place, should the actual cost of land and long-term management be determined to exceed the amount in the escrow account, TRLIA agrees to make up the difference in order to ensure that the mitigation requirement is fully implemented.

Pursuant to Fish and Game Code section 2080.1, authorization under CESA will not be required for incidental take of giant garter snake for the Project, provided that TRLIA implements the Project as described in the Biological Opinion, complies with the mitigation measures described in the Biological Opinion, and implements the supplemental mitigation (as described above and contained in the September 8, 2005 letter). If there are any substantive changes to the Project, including changes to the mitigation measures, or if the Service amends or replaces the Biological Opinion to include impacts or mitigation that are not addressed in the Biological Opinion or the September 8, 2005 letter, TRLIA will be required to obtain a new consistency determination or a CESA incidental take permit from the Department.

By: Banky E. Curtis
 Banky E. Curtis, Deputy Director
 California Department of Fish and Game

Date: Sept 14, 2005

Appendix G

**California Department of Fish and Game—
Fish and Game Code Section 1600
Streambed Alteration Agreement**



DEPARTMENT OF FISH AND GAME

Sacramento Valley - Central Sierra Region

1701 Nimbus Road, Suite A

Rancho Cordova, CA 95670

(916) 358-2900



"NOTICE OF DETERMINATION"

The Department will file a Notice of Determination for your project. The Notice will be filed with the Office of Planning and Research, as required by CEQA. The Department's compliance with CEQA may be legally challenged for 35 days following the filing of the Notice of Determination.

This completes the Department's agreement process. You may proceed with your project according to the terms and provisions of your Streambed Alterations Agreement if you have obtained all other permits required from local, other State, and Federal Agencies.

(12/02.03)

AGREEMENT REGARDING PROPOSED STREAM ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and the Trec Rivers Levee Improvement Authority (TRLIA) of Yuba County, State of California, hereafter called the Operator, is as follows:

WHEREAS, pursuant to Division 2, Chapter 6 of California Fish and Game Code, the Operator, on June 23, 2005, notified the Department that he intends to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, or bank of, or use material from the streambed of, the following water: Bear River, Feather River, Clark Slough, Western Pacific Interceptor Canal (WPIC), and Algodon Canal, in the County of Yuba, State of California, Section Various, Township 13, 14 North, Range 4 East (GPS Coordinates: Latitude 38°58'29" / Longitude 121°32'06" [Bear River/WPIC confluence]).

WHEREAS, the Department (represented by Mr. Ian Drury) has determined that such operations may substantially adversely affect existing fish and wildlife resources including: **Chinook salmon, Central Valley steelhead trout, Sacramento splittail, white sturgeon, green sturgeon, giant garter snake, Northwestern pond turtle, striped bass, warm water fish species, invertebrates, amphibians, valley longhorn elderberry beetle, Swainson hawk, riparian and/or freshwater marsh habitat, and other aquatic and terrestrial plant, fish and wildlife species.**

THEREFORE, the Department hereby proposes measures to protect fish and wildlife during the Operator's work. The Operator hereby agrees to accept the following recommendations as part of his work:

Project Description

This agreement pertains only to those activities specifically described in Streambed Alteration Notification No. R2-2005-0226 pertaining to Stage 1 of the Feather-Bear-WPIC Levee Project (Project) which includes six primary components designed to meet the Project's objectives, which are summarized as follows: (1) Construct tie-ins for new Bear-Feather river setback levee, requiring the removal of willow scrub and the placement of earthen fill into the agricultural canal near Pump Station No. 2. (2) Removal of vegetation and bank material along Clark Slough to construct inlet and outlet channels to proposed detention basins. (3) Addition of riprap and other levee material on the water-side slope of the Bear River north levee for flood control reconstruction and levee improvements. (4) Relocation of Pump Station No. 6 located on the land-side of the Bear River north levee's Algodon Canal, approximately 150 feet upstream within the canal, and filling the canal between the new location and the levee. (5) The partial removal of an existing walnut orchard located within the Bear River floodplain and the restoration of the newly exposed area to native cover types, and (6) The addition of material to the water-side of the WPIC levee during levee widening to accommodate additional levee height (needed for freeboard). Alteration Agreement No. R2-2005-0226 pertains only to Stage 1 components of the proposed Project, and an additional Alteration Agreement will be necessary for any work needed to complete Stage 2 components of the proposed Project.

Definitions

Operator's Initials: *IDL*

Stream Zone Defined: The stream zone is that portion of the stream channel that restricts the lateral movement of water. The stream zone is delineated at the top of the bank or outer edge of any riparian vegetation, which ever is more landward.

Work Periods

- 1) The time limit for completing the work within the stream zone of the project area, hereafter called the stream zone, shall be restricted to periods of low stream flow and dry weather and shall be confined to the periods of August 1, 2005 to October 31, 2005, and August 1, 2006 to October 31 2006. Revegetation work is not confined to this time period
- 2) In-water project activities outside this work period will require consultation with the Department's Sacramento Valley – Central Sierra Region (contact Mr. Ian Drury). Although the granting of an extension for work within the stream zone is unlikely due to the nature of the project and the species it may impact, the Operator may submit a written request for a time extension to the Department 7 to 10 days before the above date is reached. The time extension request shall detail the extent of work already completed and the scope of work remaining and time required to complete operations within the stream zone. Time extensions are issued at the discretion of the Department. The Department, within 14 days of the receipt of a request to modify the work period, shall provide to the Operator its response to the request.
- 3) The Operator is advised that the Army Corps of Engineers also regulates in-water activities in the Sacramento-San Joaquin River Delta and its tributaries. The Corps may apply regulations that greatly restrict the "in-water" work periods. The Operator is advised to contact the Army Corp of Engineers Regulatory Section at (916) 557-5250.

Project Modifications

- 4) In-water work shall be done at the location and as described in the plans submitted to the Department. Project plans shall include all recommendations in this agreement. The Operator shall notify the Department of any modifications made to the project plans submitted to the Department. At the discretion of the Department, minor plan modifications may require an amendment to this agreement. At the discretion of the Department, if substantial modifications are made to the original plans, this agreement becomes void and the Operator must submit a new application. The Department, within 21 days of receipt of such plan modifications or within a time determined by mutual agreement, shall provide to the Operator its proposals as to measures necessary to protect fish and wildlife.
- 5) In the event that the project scope, nature, or environmental impact is altered by the

Operator's Initials:

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imposition of subsequent permit conditions by any lead agency, special district or federal regulatory authority, the Operator may be required to resubmit a notification to the Department and seek a new agreement to proceed. (See condition number 4 above for handling of modification made to the project plans.)

Notifications and On-Site Documentation

- 6) The Operator/Contractor shall notify the Department two working days prior to beginning work within the stream zone of this project. Notification may be made to Mr. Ian Drury by phone at 916-358-2030, by FAX transmittal to (FAX # 916-358-2912) or by mail to the Department of Fish and Game, 1701 Nimbus Road, Suite A, Rancho Cordova, CA 95670, Attention Mr. Ian Drury. Refer to Streambed Notification Number R2-2005-0226 when notifying the Department.
- 7) A copy of this agreement shall be provided to all work crew supervisors who are working in or near the stream zone of this project. A copy of this agreement must be available upon request at the work site. Supervisors shall ensure that all employees who work in or near the stream zone are completely familiar with the terms and conditions of this agreement and shall ensure compliance with all terms and conditions. The Contractor selected for this project shall sign a copy of this agreement and return it to the Department prior to any in-water work.

Pollution Prevention Measures

- 8) Prior to working within the stream zone, all heavy equipment shall be closely examined for oil and fuel discharges. All equipment operated within or adjacent to the waterway shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. Petroleum products, and other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter the river, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately. The Department shall be notified immediately by the Operator of any spills and shall be consulted regarding clean-up procedures.
- 9) Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream or lake, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.
- 10) Adequate erosion control and water pollution control measures shall be adopted and

Operator's Initials: 

maintained for the duration of the project in order to prevent deleterious materials from entering the waterway. The **Operator/Contractor** shall install when practical a siltation curtain in close proximity to the project site. The siltation curtain shall be of effective design to limit and abate heavily silted materials from impacting the stream zone.

- 11) Turbidity levels in the Bear and Feather rivers; as well as, the WPIC and Clark Slough resulting from project related activities shall not exceed 20% of the natural turbidity levels as measured 200 feet upstream of the project site. Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.
- 12) Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation, shall be halted until effective Department approved control devices are installed, or abatement procedures are initiated.
- 13) Rock slope protection shall be appropriately sized and engineered in place to resist washout. The **Operator** shall seek appropriate Rip-Rap Guidelines from the State Reclamation Board, the Army Corps of Engineers or other appropriate agency. Only clean material that is free of trash, debris and deleterious material, such as, rock rip-rap or broken concrete free of exposed rebar shall be used as bank stabilization. Asphalt is prohibited. All rock slope protection work shall be done from the top of the stream bank unless otherwise authorized. Equipment shall not be operated in the flowing portion of the river without the prior approval of the Department.
- 14) The bank stabilization material shall extend above the **normal high-water mark**.
- 15) Equipment and Material staging and storage areas shall be located away from the water side of the levee. All equipment, maintenance materials and other items considered to be pollutants shall be stored away from the water. Any spills of hazardous materials, petroleum products or other pollutant shall be reported immediately to the appropriate agency without delay.
- 16) During construction, the **Operator/Contractor** shall not dump any litter or construction debris within the stream zone. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site. All construction related materials shall be removed from the work site upon completion of the project.
- 17) Creosote treated wood products shall not be used in State Waters. Alternatives that may be appropriate include steel, concrete, plastic or wood products treated with EPA approved preservatives that are not deleterious to aquatic life.

Native Plant Protection and Vegetation Removal


Operator's Initials: _____

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- 18) Disturbance or removal of terrestrial and aquatic vegetation shall not exceed the minimum necessary to complete operations. The disturbed portions of the stream channel within the high water mark of the stream shall be restored to as near their original condition as possible. Areas vegetated by blackberries shall be cleared using mowers, pruners, brush saws, or other hand tools. No bulldozer/backhoe type equipment shall be used to remove vegetation. No trees with trunks in excess of three (3) inches in diameter at breast height (DBH) shall be removed. The root zone of the existing vegetation shall not be disturbed.
- 19) Elderberry bushes shall be flagged and fenced to prevent damage and destruction. No Elderberry bushes shall be trimmed, moved or destroyed without the **Operator** first consulting the US Fish and Wildlife Service for the appropriate clearances, permits and protocols.
- 20) The upper two-third of the stream bank areas receiving rock slope protection (rip-rap) shall be back-filled with appropriate topsoil. The topsoil fill should be placed to fill the voids in the rock slope protection and provide a substrate for revegetation efforts. The soil shall consist of soil free of clay lumps or other deleterious materials. Hand tools and directed water spray may be needed to achieve filling of the voids.
- 21) The top soil covered rip-rap areas shall be restored to a natural state by seeding with a blend native and non-native erosion control grass seeds. Placement of cuttings of surrounding plant species shall be worked into the topsoil and rock. Cuttings should be placed at approximately 10 foot centers. Revegetation shall be completed after construction activities in those areas cease. Seed areas should be covered with broadcast straw.
- 22) There shall be no net loss of riparian habitat and/or freshwater marsh habitat acreage or value. If the **Operator** is placing rock slope protection on a vegetated levee, the **Operator** shall be responsible for mitigating for the loss of habitat. The **Operator** may either prepare and implement a revegetation plan near the project site (at a habitat replacement ratio of 2:1, mature tree replacement at a minimum ratio of 3:1) or acquire mitigation credits at an approved mitigation bank (mitigation credits shall be purchased at a ratio of 1:1). A revegetation plan shall include species, numbers, size of plantings and location. Monitoring shall be for five years. The plan shall discuss maintenance, a success criteria, monitoring & reporting program and corrective actions to be taken if success criteria are not met.

Bank Protection and Erosion Control Measures

- 23) All exposed/disturbed areas and access points within the stream zone left barren of vegetation due to project related activities, shall be restored to its natural state by seeding with a blend of native and non-native erosion control grass seeds. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeded

Operator's Initials: 

areas shall be covered with anchored jute netting, coconut fiber blanket or similar erosion control blanket. The **Operator/Contractor** shall be required to maintain the area until the grass seeds have successfully become established.

- 24) All exposed banks that will not be seeded shall be erosion protected with rip-rap materials meeting US Army Corps, and State Reclamation Board minimum requirements. All materials used shall be free of pollutants, silt, fines, oils, paint and other pollutants. If broken concrete is used, it shall be free of exposed or broken rebar. All broken concrete used shall be free of rebar prior to being placed on the levee bank. Reasonable efforts shall be made to set, place and secure rip-rap material in place to prevent slippage, movement, sloughing and loss of material into the waterway.

Standard Administrative Streambed Alteration Agreement Provisions

- 25) All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination is agreed to in writing by both parties.
- 26) The Department reserves the right to suspend and/or revoke this agreement if the Department determines that the circumstances warrant. The circumstances that could require a reevaluation include, but are not limited to, the following: A) Failure to comply with the terms/conditions of this agreement. B) The information provided by the **Operator** in support of the agreement/notification is determined by the Department to be incomplete, or inaccurate. C) When new information becomes available to the Department representative(s) that was not known when preparing the original terms/conditions of this agreement. D) The project as described in the notification/agreement has changed, or conditions affecting fish and wildlife resources change.
- 27) If, in the opinion of the Department, conditions arise or change in such a manner as to be considered deleterious to aquatic life, operations shall cease until corrective measures are taken. If the **Operator/Contractor** or **Other** any party working under contract violates any of the terms of this agreement, project operations shall cease and the Department shall be notified immediately. **DFG 24-hour Dispatch: (916) 445-0045.**
- 28) Stream alteration construction work authorized by this agreement expires on **October 31, 2006**. This agreement shall remain in effect for that time necessary to satisfy the terms/conditions of the agreement including mitigation measures.
- 29) **Requests for Renewals, Extensions, or Amendments** must be submitted in writing to the Department prior to expiration of the agreement, conclusion of the work period, or commencement of changed work design, respectively. **Renewals, Extensions and Amendments are issued at the discretion of the Department.**

Operator's Initials:




- a. **Renewals** - A renewal is a request to complete a project during next year's construction season. Renewals are for projects that have no changes in the work period (dates) or scope of work described in the original notification. The cost of a renewal is \$127.25 (subject to change without notice).
- b. **Extensions** - An extension is a request to allow work on the project to extend beyond the work period (dates) described in the agreement and there are no changes in the scope work described in the original notification. The Department may require changes or additions to the list of conditions in the original agreement to protect fish and wildlife. The cost of the extension is \$127.25 (subject to change without notice).
- c. **Amendments** - An amendment is a modification to the original agreement that considers changes in the project's scope or design which would have impacts to fish and wildlife thereby requiring changes or additions to the list of conditions in the original agreement. The cost of an amendment is 50% of the fee of the original agreement.

Levee Work Project Specific Provisions

- 30) At this time, the provisions of the following agency permits is unknown, however, their permit requirements and restrictions shall be incorporated into this agreement upon their completion: (a) Regional Water Quality Control Board- Central Valley Region, adoption of Waste Discharge Requirements and (b) The U.S. Army Corps of Engineers- permit consultation with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. The Operator shall provide copies of these permits to the Department as soon as they become available. Failure to comply with these permits shall be considered violations of this agreement.

Threatened and Endangered Species Specific Provisions

- 31) Species designated by the State and Federal Governments as Threatened or Endangered may be present at this site. Any and all impacts to these species are strictly prohibited. For this agreement, the word "impact" in reference to a species includes but is not limited to the following: any impact on habitats used, species numbers and/or distribution, migration, water quality or reproductive success.
- 32) The Operator may be required to have a qualified biologist survey the proposed work area to verify the presence or absence of any of the following threatened or endangered species: winter-run Chinook salmon, spring-run Chinook salmon delta smelt, Central Valley steelhead trout, Sacramento splittail, giant garter snake, Swanson's hawk. The results of these surveys shall be provided to the Department, in report form, prior to initiation of work.
- 33) If winter-run Chinook salmon, spring-run Chinook salmon, Delta smelt, Central

Operator's Initials: 

Valley steelhead trout, Sacramento splittail, giant garter snake, Swainson's hawk are found in the proposed work area, or it is in a location which could be impacted by the work proposed, the Operator shall consult with the Department to ensure this species is protected. If the work requires that the species be removed, disturbed or otherwise impacted, the Operator shall first obtain the appropriate State and Federal endangered species permits.

Operator's Initials:

A handwritten signature in black ink, appearing to be 'J. H. ...', written over a horizontal line.

SIGNATURE PAGE

The Operator, as designated by the signature on this agreement, shall be responsible for the execution of all elements of this agreement. A copy of this agreement must be provided to contractor and subcontractors and must be in their possession at the work site.


Failure to comply with the provisions of this agreement and with other pertinent Code Sections, including but not limited to Fish and Game Code Sections 5650, 5652 and 5948, may result in prosecution.

Nothing in this agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances.

THIS AGREEMENT IS NOT INTENDED AS AN APPROVAL OF A PROJECT OR OF SPECIFIC PROJECT FEATURES BY THE DEPARTMENT OF FISH AND GAME. INDEPENDENT REVIEW AND RECOMMENDATIONS WILL BE PROVIDED BY THE DEPARTMENT AS APPROPRIATE ON THOSE PROJECTS WHERE LOCAL, STATE, OR FEDERAL PERMITS OR OTHER ENVIRONMENTAL REPORTS ARE REQUIRED.

This agreement becomes effective on receipt of signed agreement by all parties. This agreement terminates on October 31, 2006, for project construction activities only. This agreement shall remain in effect for that time necessary to satisfy the terms/conditions of the agreement including mitigation measures.

This Agreement is not valid and work may not begin until the agreement is signed by a representative of the Department of Fish and Game.

Operator:  Date: 8 Aug 05
Print & Sign Name
Title: Executive Director

Organization: Three Rivers Levee Improvement Authority

Contractor: _____ Date: _____

Title: _____

Company: _____

Department Representative:  Date: 8/22/05
Sandra Morey, Regional Manager

Operator's Initials: ChB

Appendix H
**Property Owners within
the Project Area**

Appendix H
Three Rivers Levee Improvement Authority (TRLIA)
Adjacent Landowners along WPIC and Bear River Levees between Hwy 70 and WPIC

| Owner Last Name | Owner First Name | Mailing Address | City | State | ZIP | Map Label | APN |
|-----------------|--------------------------------|-------------------------------|----------------|-------|------------|----------------------------|--|
| ADAMS | EDWIN LEE | 2518 PLUMAS ARBOGA ROAD | MARYSVILLE | CA | 95901- | 28 | 014400035000 |
| ADAMS | LARRY CHARLES | 2508 OLD MARYSVILLE RD | MARYSVILLE | CA | 95901- | 26 | 014400016000 |
| ALFARO | JEAN PIERRE & MARIE JEANNE | 1206 35TH AVENUE | SAN FRANCISCO | CA | 94122- | 6 13 14 15 16 | 014270099000 014270082000 014270084000 014350045000 014350044000 |
| ANGEL | GREG & SANDRA JT | 2571 PLUMAS ARBOGA ROAD | MARYSVILLE | CA | 95901- | 21 | 014400037000 |
| HERRELL | VERA LYNN | 18548 IVAN ST SW | ROCHESTER | WA | 98579- | 5 10 | 014270070000 014270050000 |
| BOOTH | JUNIOR & ANITA JT | 2000 PLUMAS ARBOGA ROAD | MARYSVILLE | CA | 95901- | 32 | 016040052000 |
| BRADSHAW | ROBERT C & CATHARINE A ETAL JT | | | | | 30 | 016040035000 |
| BUCK | GEORGE RAYMOND & CHRISTINE ANN | 2514 OLD MARYSVILLE ROAD | MARYSVILLE | CA | 95901- | 23 25 | 014400036000 014400015000 |
| CALIFORNIA | STATE OF | P O BOX 911 | MARYSVILLE | CA | 95901- | 29 | 014400033000 |
| DOBBS | FRED J | 1405 BUTTERFLY LANE | MARYSVILLE | CA | 95901- | 24 | 014400034000 |
| LENNAR | RENAISSANCE INC | 2240 DOUGLAS BLVD SUITE 250 | ROSEVILLE | CA | 95661- | 45 | 022040008000 |
| MAYO | NATHAN H & SUSAN M JT | 1268 BROADWAY | MARYSVILLE | CA | 95901- | 11 | 014270048000 |
| MILLER | GARY J & JUNE W ETAL | P O BOX 2113 | MARYSVILLE | CA | 95901- | 41 | 01670018000 |
| NELSON | RICHARD D & JOAN E TRUSTEES ET | 10933 TRADE CENTER DR STE 106 | RANCHO CORDOVA | CA | 95670- | 48 49 51 | 022040006000 022040005000 022040002000 |
| PAIR | GLADYS NAOMI | P O BOX 2427 | MARYSVILLE | CA | 95901- | 35 36 | 016040049000 016040050000 |
| RUE | MICHAEL E | 2640 HOFFMAN ROAD | MARYSVILLE | CA | 95901- | 42 43 | 022050003000 022050004000 |
| RYMER | JEWEL A | 4898 WESTERN AVENUE | OLIVEHURST | CA | 95961- | 22 | 014400028000 |
| SCHROEDER | GENE T & ROXANNE J | 2581 OLD MARYSVILLE ROAD | MARYSVILLE | CA | 95901- | 19 34 | 014400038000 016040051000 |
| ST JOHN | ROBERT JOHN ETAL | 1941 PLUMAS ARBOGA ROAD | MARYSVILLE | CA | 95901- | 12 | 014270078000 |
| STEELE | CHRISTOPHER R TRUSTEE ETAL | 2868 PROSPECT PARK DR STE 300 | RANCHO CORDOVA | CA | 95670- | 38 44 50 52 53 | 022060002000 022040007000 022040001000 022040004000 022040003000 |
| SULLIVAN | DANIEL V & DENISE M | 1481 BROADWAY ROAD | MARYSVILLE | CA | 95901- | 22 | 014400032000 |
| VESPOLI | MARK | P O BOX 1885 | CARMICHAEL | CA | 95609- | 3 4 | 014270090000 014270092000 |
| | DEVALENTINE FAMILY PARTNERSHIP | 3120 BEAR RIVER DRIVE | RIO OSO, CA | | | 55 56 | 016140008000 016030008000 |
| | BLUEBIRD FARMS | 222 DIAMOND OAKS RD | ROSEVILLE | CA | 95678-1007 | 37 | 016050023000 |

Appendix H
Three Rivers Levee Improvement Authority (TRLIA)
Adjacent Landowners along WPIC and Bear River Levees between Hwy 70 and WPIC

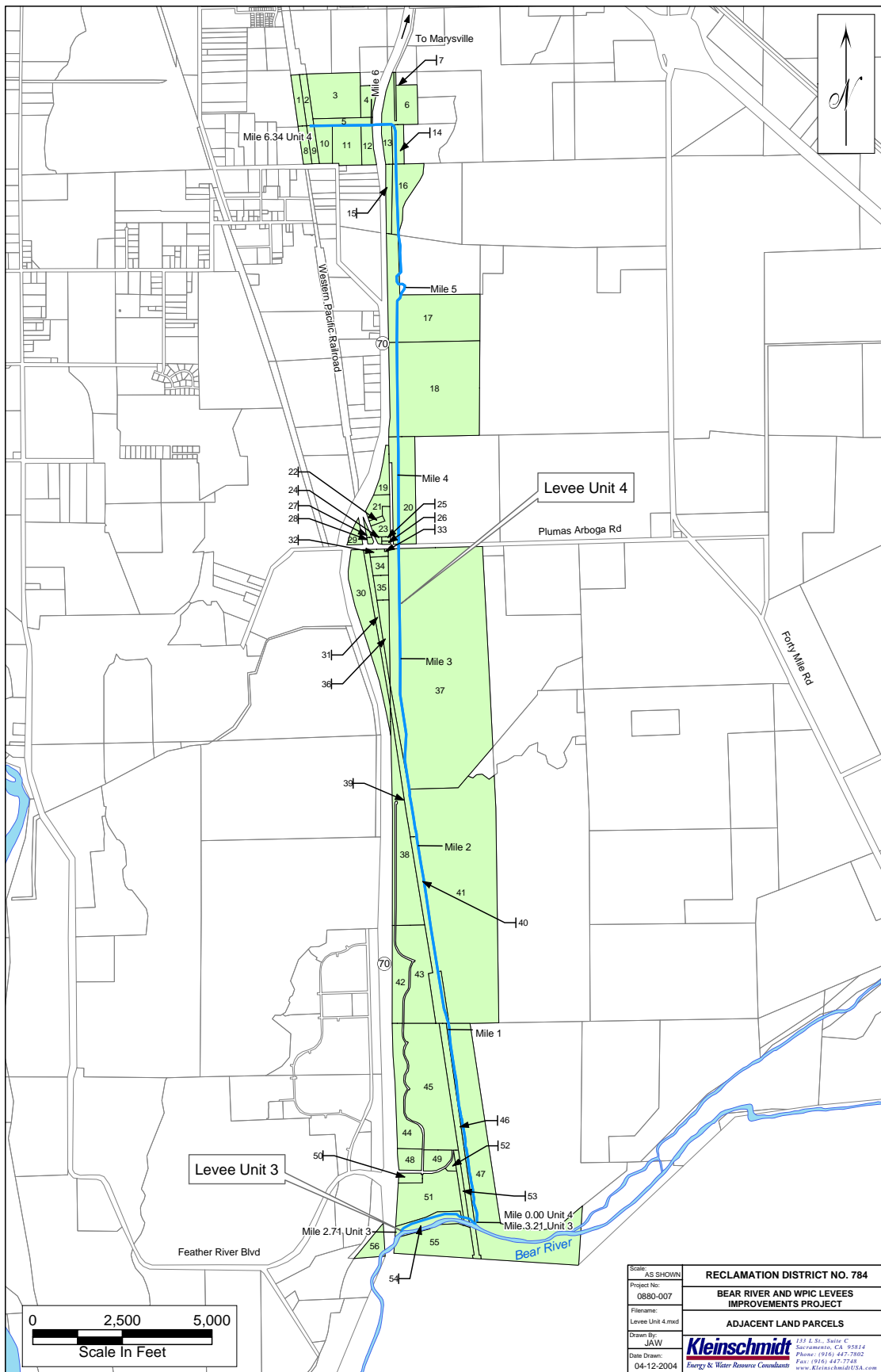
| Owner Last Name | Owner First Name | Mailing Address | City | State | ZIP | Map Label | APN |
|-----------------|------------------------------------|------------------------------|---------------|-------|------------|--|--|
| | HOFMAN RANCH | 3002 FORTY MILE ROAD | MARYSVILLE | CA | 95901- | 17 18 | 014360011000 014360009000 |
| | OLIVEHURST PUBLIC UTILITY DISTRICT | P O BOX 670 | OLIVEHURST | CA | 95961- | 7 | 014270066000 |
| | PACIFIC GAS & ELECTRIC CO | P O BOX 770000 | SAN FRANCISCO | CA | 94177- | 33 | 016040021000 |
| | SAN JOAQUIN DRAINAGE DISTRICT | P O BOX 942836 | SACRAMENTO | CA | 94236-0001 | 20 47 54 | 014400014000 016140003000 016140010000 |
| | UNION PACIFIC RAILROAD COMPANY | 1700 FARNAM ST 10TH FL SOUTH | OMAHA | NE | 68102- | 1 2 8 9 31 39 40 46 | 014270054000 014270055000 014270053000 014270052000 016040019000 016070002000 016110002000 016140002000 |

Owner Mailing Address will be available by May 1, 2004.

LOCAL AND STATE AGENCIES OF INTEREST

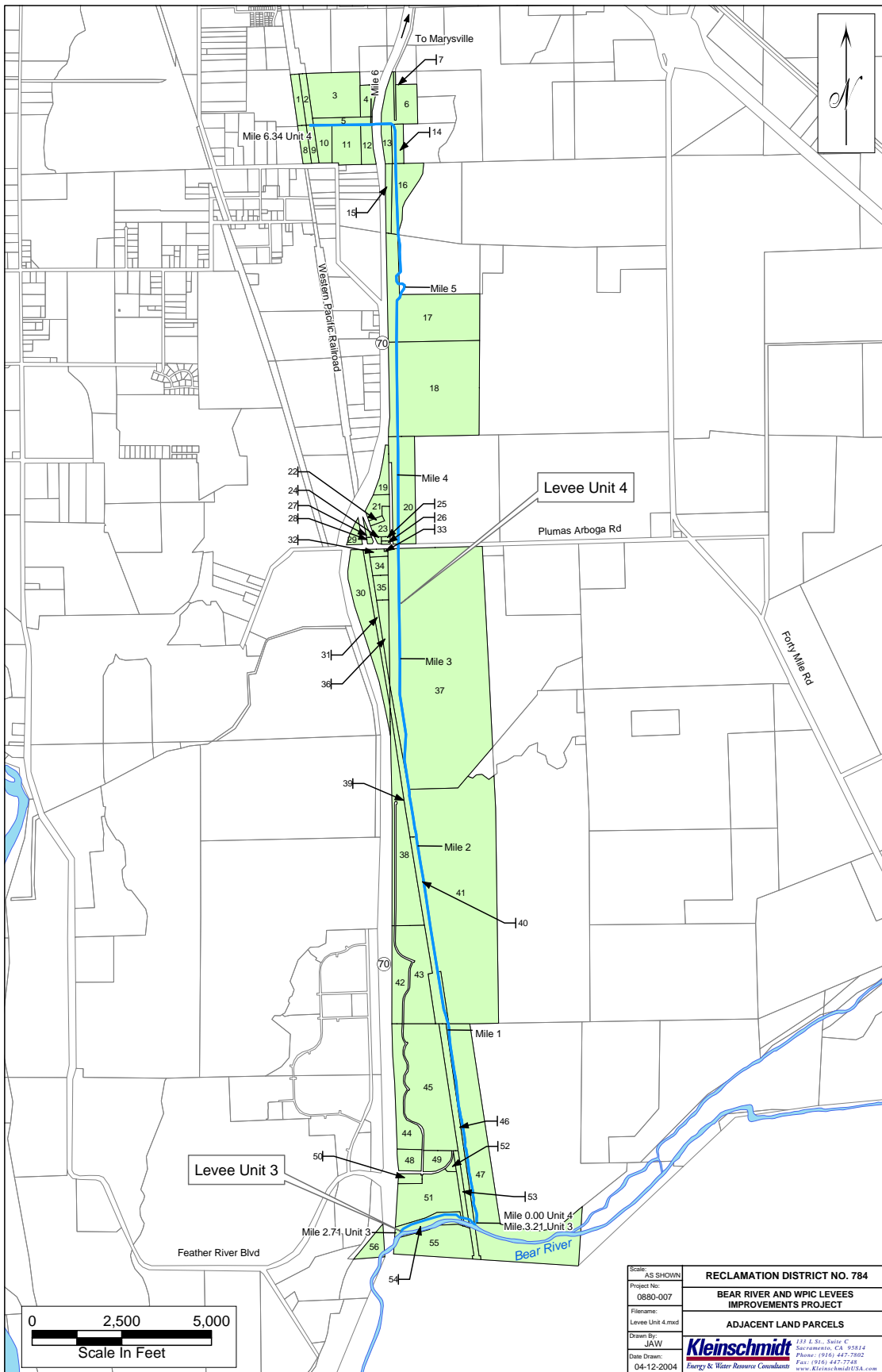
| | | | | | | | |
|--|---------------------------|---------------------------|------------|----|------------|--|--|
| | CALTRANS DISTRICT 3 | 703 B STREET, P O BOX 911 | MARYSVILLE | CA | 95901-0911 | | |
| | RECLAMATION DISTRICT 1001 | 1959 CORNELIUS AVENUE | RIO OSO | CA | 95674 | | |

04023.04.200.WPIC.HMMP (12.05)



| | |
|----------------------------|--|
| Scale: AS SHOWN | RECLAMATION DISTRICT NO. 784 |
| Project No: 0880-007 | BEAR RIVER AND WPIC LEVEES IMPROVEMENTS PROJECT |
| Filename: Levee Unit 4.mxd | ADJACENT LAND PARCELS |
| Drawn By: JAW | Kleinschmidt 133 E. St., Suite C Sacramento, CA 95814 Phone: (916) 447-7902 Fax: (916) 447-7748 www.KleinschmidtUSA.com |
| Date Drawn: 04-12-2004 | |
| | |

04023.04.200.WPFC.HMMP (12/05)



| | |
|-------------------------------|---|
| Scale: AS SHOWN | RECLAMATION DISTRICT NO. 784 |
| Project No: 0880-007 | BEAR RIVER AND WPIC LEVEES IMPROVEMENTS PROJECT |
| Filename: Levee Unit 4.mxd | ADJACENT LAND PARCELS |
| Drawn By: JAW | Kleinschmidt 155 E. St., Suite C Sacramento, CA 95814 Phone: (916) 447-7902 Fax: (916) 447-7748 www.kleinschmidtusa.com |
| Date Drawn: 04-12-2004 | Energy & Water Resources Consultants |