

STANDARD AGREEMENT

- APPROVED BY THE ATTORNEY GENERAL

CONTRACT # CTA-06036	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # 94-6000511	

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 16th day of March, 2007, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting.

TITLE OF OFFICER ACTING FOR STATE
Executive Officer

AGENCY
California Tahoe Conservancy

, hereafter called the State, and

CONTRACTOR'S NAME
County of El Dorado

, hereafter called the Contractor.

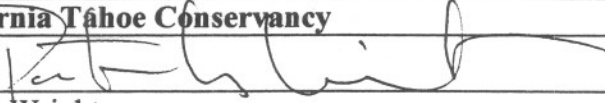
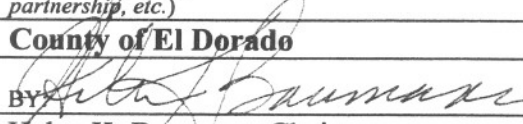
WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*


1. Scope of Agreement


a. Pursuant to Section 66907.7 et seq. of the Government Code and its resolution of March 16, 2007, the California Tahoe Conservancy (hereafter called the "Conservancy") hereby grants to the County of El Dorado (hereafter called the "Grantee") a sum not to exceed **Fifty Five Thousand Six Hundred Fourteen Dollars (\$55,614)**, subject to the terms and conditions of this Agreement. These funds shall be used to acquire that certain real property or an interest therein necessary for the Christmas Valley 1 Erosion Control Project and Christmas Valley 1 SEZ Enhancement Project described in (d) below, located in the County of El Dorado, State of California, more particularly described in the attached Exhibit D (hereafter the "Property").

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

IN WITNESS WHEREOF, the parties have executed this agreement hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY California Tahoe Conservancy	CONTRACTOR (If other than an individual, state whether corporation, partnership, etc.) County of El Dorado
BY:  Patrick Wright Executive Officer	BY:  Helen K. Baumann, Chairman 330 Fair Ln., Placerville, CA 95667

ATTEST: CINDY KECK, Clerk
 of the Board of Supervisors
 By: 
 COUNTY OF EL DORADO
 6/14/07

Amount ENCUMBERED BY THIS DOCUMENT \$55,614	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 55,614	T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER X 		DATE 6/14/07		

Department of General Services
Use Only

CONTRACTOR
 STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER

b. Any changes in the parcels or interests to be acquired must be consistent with the purposes of this grant and must be submitted in writing to the Executive Officer of the Conservancy for his review and written approval prior to commencement of acquisition activities.

c. Grantee agrees to complete acquisition of the Property in accordance with the dates set forth in the Project Schedule described in Exhibit B. For good cause shown, said dates may be extended by the Executive Officer upon written request by the Grantee. Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Project Budget set forth in Exhibit B. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Officer; however, the Grantee shall notify the Conservancy in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of a budget item must be approved in writing by the Executive Officer. The total amount of the grant may not be increased except by formal amendment of this Agreement.

d. The Grantee agrees that the interests in property acquired under this Agreement shall be used by the Grantee only for the purpose of erosion control improvements, as more particularly described in the Conservancy Staff Recommendation of **March 16, 2007**, which is attached hereto as Exhibit A (the "Project") and that no other use, sale or disposition of the Property that is inconsistent with the purposes of this Agreement shall be permitted, except as authorized by the Conservancy's governing board. The deed or other instrument of conveyance by which Grantee acquires the Property shall reflect this restriction, and shall set forth, as an express condition subsequent or executory limitation upon the title to be vested in Grantee, the right of Conservancy or its designee to enter and take title to the Property in the event that an essential term or condition of this Agreement is violated (as specified in the section entitled "Conditions", below). The Grantee agrees to operate and maintain the Property for purposes of the Project, as detailed in the "Operation and Maintenance" section of this Agreement.

e. If Grantee constructs improvements on the Property, then, for each major segment or element of the improvements, Grantee shall erect and maintain signs on the Property which identify the project and the respective roles of the Conservancy and the Grantee and acknowledge the Conservancy's funding assistance, as well as interpretive signs, if proposed. Projects funded by "The Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50)" must comply with the sign guidelines set forth in Exhibit G.

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (a) Exhibit A, Conservancy's Staff Recommendation containing Conservancy's resolution of March 16, 2007;
- (b) Exhibit B, Project Schedule and Budget;
- (c) Exhibit C, Grantee's List of Assurances;

- (d) Exhibit D, detailed description of the Property;
- (e) Exhibit E, Model Deed Language;
- (f) Exhibit F, Sample Request for Disbursement form;
- (g) Exhibit G, Sign Guidelines; and
- (h) Exhibit H, Description of Eligible Costs

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) Conservancy Resolution; (2) the body of the Agreement; (3) the detailed description of the Property; (4) the Model Deed language; (5) the Conservancy Staff Recommendation; (6) the Grantee's List of Assurances; (7) the Description of Eligible Costs; (8) the Sample Request for Disbursement form; and (9) the Sign Guidelines.

3. Conditions

a. Disbursement of any and all funds under this Agreement is subject to the following conditions:

- (1) Grantee shall submit all title and acquisition documents pertaining to the acquisition, including appraisals, preliminary (title) reports, agreements for purchase and sale, escrow instructions, and instruments of conveyance such as deeds, to the Conservancy's Executive Officer for his review and approval prior to acquisition.
- (2) The funding provided under this Agreement for the purchase price of any interest in property may not exceed fair market value as established by an appraisal and as approved by the Executive Officer in writing, and in any event shall not exceed the amount set forth in the section entitled "Scope of Agreement" above.
- (3) The interest(s) in property acquired pursuant to this Agreement may not be used as security for any debt without the written approval of the Executive Officer.
- (4) The Grantee shall not transfer any interest(s) in property acquired pursuant to this Agreement unless a new agreement sufficient to protect the interest of the people of the State of California has been entered into with the transferee and approved by the Conservancy's board.
- (5) If any essential term or condition of this Agreement is violated, the Conservancy shall give Grantee notice of default and 30 days to cure the default. If Grantee fails to cure the default, the Conservancy shall record the notice of default and title to all the interest(s) in real property acquired under this Agreement shall vest in the State of California upon review and approval by the Conservancy. Other State approvals may also be required. Vesting of title in the State of California shall take place thirty (30) days after the Conservancy's recordation of a notice that Grantee has defaulted under one or more of the essential terms of this agreement and all required State approvals have been obtained, unless before the expiration of said thirty (30) day period the Conservancy records notice that said default has been cured. For purposes of this paragraph, the "essential terms and conditions" shall consist of conditions (3) and (4) above, and the requirements of the "Operation and Maintenance" and "Assignability" sections of this

Agreement. The grantee shall use the language contained in Exhibit E in all deeds where an interest in real property is acquired pursuant to this Agreement.

4. Costs and Disbursements

a. Upon satisfaction of conditions (1) and (2) in the "CONDITIONS" section above, the Conservancy agrees to disburse on behalf of Grantee a total amount not to exceed **Fifty Five Thousand Six Hundred Fourteen Dollars (\$55,614)**, in the manner provided below.

b. Subject to the conditions of this Agreement, the full amount payable by Conservancy toward the purchase of the Property, including title costs and escrow fees, and other eligible costs listed in **Exhibit H**, will at Grantee's request be paid by Conservancy directly to Grantee or into an escrow account established for such acquisition upon approval of the purchase and sale agreements, escrow instructions and documents of title by the Executive Officer, and submittal of a "Request for Disbursement" form substantially in the form of Exhibit F, or comparable invoice, by the Grantee. Due to appropriation limitations, all invoices must be submitted on or before **June 30, 2011**.

c. For Project costs other than those paid as provided in (b) above, including costs of surveys, site inspections, preparation of appraisals, etc., disbursement shall be made upon completion of the services or products for which expenses are incurred and which were previously approved by the Executive Officer. The Grantee shall request disbursement not more often than monthly by filing with the Conservancy fully executed "Request for Disbursement" or comparable invoice which contains:

- the invoice number (up to 14 characters) which contains a two-letter abbreviation of the project name, and the sequential number of the invoice (starting with 1) (e.g., GB1, for invoice #1 for the Golden Bear project). The Grantee may also include its own project number in the invoice number (GB1-95133);
- Grantee's name and address;
- the number of this Agreement (e.g., CTA-06036);
- the date of the submittal;
- the amount of the invoice;
- an itemized description of all work done for which disbursement is requested;
- any supporting invoices or other source documents from sub-contractors hired by the Grantee to complete any portion of the Project funded under this Agreement; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Failure to submit a completed Request for Disbursement form, with all necessary supporting documents, shall relieve the Conservancy of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected. Due to appropriation time limits, all invoices must be submitted on or before **June 30, 2011**.

The Conservancy will make best efforts to forward each complete and approved Request for Disbursement to the State Department of General Services or to the Office of the State Controller, as the case maybe, within ten (10) working days of receipt by the Conservancy.

5. Term of Agreement

- a. The term of this Agreement, during which Grantee shall be obligated to operate and maintain the Property (see "Operation and Maintenance" below), shall run for a period of twenty (20) years from the effective date hereof, provided, however, that if erosion control project improvements are begun on the Property within said period, the termination date of this Agreement shall be extended to twenty (20) years from the completion of said improvements.
- b. Prior to Grantee's entering into a binding agreement to purchase the Property, either party may terminate this Agreement for any reason by providing the other party with sixty (60) days notice in writing.
- c. In the event of early termination by the Conservancy under the immediately preceding subparagraph, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and noncancelable (binding) obligation incurred by the Grantee in the performance of this Agreement until the date of the notice to terminate but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

6. Operation and Maintenance

- a. The Grantee agrees to maintain the Property for the purposes of the Project throughout the term of this Agreement. The Grantee agrees to assume all management, operations and maintenance costs of the future Project and the Conservancy and the State of California shall not be liable for any cost of such operation and maintenance.
- b. The Grantee may be excused from its obligations for operation and maintenance of the Property during the term of this Agreement only upon the written approval of the Executive Officer of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
- c. Where Grantee constructs improvements on the Property for the purpose of carrying out the Project, and thereafter fails to maintain such improvements during the term of this Agreement, other than for reasons beyond Grantee's control, Grantee shall, at Conservancy's election, repay to the Conservancy all amounts disbursed hereunder in-lieu of Conservancy's taking title to the property under the "Conditions" section hereinabove. Grantee may, by written request and statement of reasons, seek Conservancy's waiver of the right to repayment.

If the Executive Officer or his designee does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision. Following the determination of the governing board, the Conservancy and the Grantee shall enter into a written termination

agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

d. Except as expressly stated herein, this section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

7. Liability

a. The Grantee shall be responsible for, indemnify, and save harmless the Conservancy and its members, officers, agents, and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the design, construction, operation, repair, maintenance, existence, or failure of any project which utilizes the Property, except to the extent of, and in direct proportion to, the active negligence of the Conservancy, its member(s), officer(s), agent(s) or employee(s) which arises other than from (1) a failure by Conservancy to warn of hazards base upon its review or inspection of the Project plans, designs, specifications, or site(s) and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications, or site(s).

b. The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from Conservancy to Grantee, and is not an "agreement" as that term is defined in Government Code Section 895. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

c. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

d. Conservancy assumes no responsibility for assuring the safety of any site improvements constructed on the Property and of the Property itself. The Conservancy's rights under this Agreement to review, inspect or approve the Final Plans and Project improvements and/or the exercise of such rights shall not give rise to any warranty or representation that the Final Plans and Project improvements or Project Site(s) are free from defects or hazards.

8. Audits/Accounting/Records

The Grantee shall maintain satisfactory financial accounts, documents, and records relating to the Project. The accounts, documents, and records relating to the Project shall be retained by the Grantee for three years following the date of final reimbursement by the Conservancy under the paragraph entitled "Costs and Disbursements" above, and shall be subject to examination and audit by the Conservancy and by the California Auditor General during that period. The Grantee may use any generally accepted accounting system.

The Grantee shall establish an official file for the Project. The file shall contain adequate documentation of all actions that have been taken with respect to the project.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds, including interest. Interest on funds paid in advance to escrow accounts shall be used for the purpose of the Project(s), as approved by the Conservancy. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documents shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the project. The maintenance requirements extend to books, of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

The Conservancy and the State of California reserves the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Project. At any time, the State may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

9. Nondiscrimination Clause

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The

Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

10. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the State of California.

11. Assignability

Without the written consent of the State, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

12. Time of the Essence

Time is of the essence of this Agreement.

13. Amendments

Unless otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

14. Project Coordinators

Rick Robinson (or such other person(s) as the Executive Officer may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee Officer, or employee with responsibility for administering this agreement is Steve Kooyman, the Supervising Civil Engineer, Department of Transportation, or successor.

15. Conservancy Approvals

All actions and approvals required to be taken by the Conservancy under this Agreement may be taken by the Executive Officer or his designee.

16. Resolution

The signature of the Executive Officer or other designated Conservancy official on this Agreement certifies that at its March 16, 2007, meeting, the Conservancy approved a grant of **Fifty Five Thousand Six Hundred Fourteen Dollars (\$55,614)**, to the Grantee for the implementation of the project described in the attached Conservancy Staff Recommendation (Exhibit A).

17. Section Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

18. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

19. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Project and may be modified except by an instrument in writing signed by the parties hereto.

Exhibit A

California Tahoe Conservancy

Agenda Item 9

March 16, 2007

**EROSION CONTROL GRANTS AUTHORIZATION
FY 2006-2007**

Summary: Staff is seeking authorization to award up to \$4,047,321 in grants, including \$ 3,238,207 to Placer County, El Dorado County, the City of South Lake Tahoe, South Tahoe Public Utility District, and North Tahoe Public Utility District for 10 erosion control projects, and an \$809,114 grant to El Dorado County for one Stream Environment Zone (SEZ) enhancement project described in the accompanying staff report and attachments. These grants will fund a portion of the 2006-2007 round of the Soil Erosion Control Grants Program. Staff is also recommending that the board make the necessary findings to comply with the California Environmental Quality Act (CEQA), as described in this recommendation and in Attachments 4 and 7.

Location: The 11 projects are located throughout the California side of the Lake Tahoe Basin, in Placer and El Dorado Counties (Attachment 2).

Fiscal Summary:

Erosion Control Grants:

2006-2007 Allocation for erosion control grants	\$ 7,500,000
2005-2006 Unallocated erosion control funds	\$ <u>113,207</u>
SUBTOTAL AVAILABLE for 2006-2007	\$ 7,613,207
Erosion control grants awarded December 8, 2006.....	\$ <u>3,000,000</u>
TOTAL AVAILABLE BALANCE.....	\$ 4,613,207

Total amount recommended for March 2007 erosion

control grant awards.....\$ 3,238,207

SEZ Grant:

Total amount recommended for March 2007 SEZ

enhancement project grant award.....\$ 809,114

Total Requested Grant Awards.....\$ 4,047,321

Source of Funds: Propositions 12, 40, and 50

Recommended Action: Adopt Resolution No. 07-03-05 (Attachment 1) authorizing the award of up to \$4,047,321, including \$3,238,207 in grants for 10 erosion control projects, and an \$809,114 grant for one SEZ enhancement project described below, and make the findings that the projects for which Negative Declarations were prepared will have no significant impacts on the environment.

Background: In July 2006, the Conservancy board authorized the release of the Soil Erosion Control Grants Program Announcement and Guidelines for funding up to \$7,500,000 in grants for the 2006-2007 round of the program. This announcement and the guidelines request applications from local jurisdictions for planning, acquisition and site improvement grants for erosion control projects that are listed in the Environmental Improvement Program (EIP). In addition to this year's grant funding allocation, there is \$113,207 in unused funding from the 2005-2006 erosion control grant program, providing total available erosion control funding of \$7,613,207. Thirteen applications totaling \$7,900,000 were received from Placer and El Dorado Counties, the City of South Lake Tahoe, South Tahoe Public Utility District, and North Tahoe Public Utility District.

At the December 2006 meeting the board approved the award of \$3,000,000 in erosion control grants to El Dorado and Placer Counties to facilitate timely completion of projects that had received previous funding.

The projects being recommended for grant awards at this time are:

Placer County

- **Beaver Street** (site improvement grant augmentation)
- **West Sunnyside** (site improvement and acquisition grants)
- **Lake Forest Area B** (planning grant augmentation)
- **Tahoe City Residential** (planning grant augmentation)

El Dorado County

- **Christmas Valley 1** (site improvement and acquisition grants)
- **Christmas Valley 2** (planning grant augmentation)
- **Rubicon 5** (planning grant)

City of South Lake Tahoe

- **East Pioneer** (planning grant augmentation)

South Tahoe Public Utility District

- **Comprehensive Facility Wide Erosion Control Project** (planning grant)

North Tahoe Public Utility District

- **Unimproved Roads/Trails BMPs** (planning grant)

Attachment 3 contains a breakdown of the funding recommendations by project. Attachment 4 contains a brief description and map of each project. Attachment 5 is a list of the proposed easement and fee title acquisitions of privately-owned parcels for all of the projects. Attachment 6 lists Conservancy parcels proposed for issuance of license agreements related to the construction of erosion control improvements. Attachment 7 contains the California Environmental Quality Act (CEQA) documents that were prepared by the Conservancy staff for these projects.

The Christmas Valley 1 project, proposed by El Dorado County, has both an erosion control component and an SEZ enhancement component. These two components are integral to each other for the project's success. To facilitate the implementation of both components of this project, staff has reviewed the SEZ grant application and is recommending award of \$809,114 in SEZ/Watershed program funding in addition to the erosion control funding also being recommended. This project is explained in detail in Attachment 4.

The CEQA documents prepared by the applicants have been sent to the Board under separate cover and are available for public review at the Conservancy's office, 1061 Third Street, South Lake Tahoe, CA 96150, and at the offices of the appropriate jurisdiction. Copies will also be available for review at the March 16, 2007 board meeting. The Soil Erosion Control Grants Program Announcement and Guidelines are also available for review at the Conservancy office.

For more information about these documents, please call the Conservancy at (530) 542-5580.

Grant Allocations: In July 2006, the board authorized \$7,500,000 for the 2006-2007 round of the Soil Erosion Control Grants Program. Since there is \$113,207 of unallocated funding remaining from the 2005-2006 round of the grants program, the total available funding for this year's program is \$7,613,207.

Grant funds are distributed using two methods. The three general-purpose local governments (i.e., Placer County, El Dorado County, and the City of South Lake Tahoe) are each allocated \$1,500,000 as jurisdictional funding. Given that these jurisdictions have a primary responsibility for implementing the EIP, this allocation provides them with regular funding for completing high priority soil erosion control projects. The remaining \$3,000,000 is distributed on a discretionary basis and is available to not only the above three local jurisdictions, but also to the three public utility districts (PUDs) on the California side of the basin--South Tahoe PUD, North Tahoe PUD, and Tahoe City PUD.

Evaluation Process: Applications were evaluated in a multi-step process. The first step was to determine eligibility for a Conservancy grant. To be eligible, a project must either be: (1) identified in the EIP, or (2) a continuation or completion of a project previously funded by the Conservancy. Each EIP Project has been found to have water quality problems that are contributing sediment and nutrient loads to Lake Tahoe, and that need to be addressed to reverse the decline in lake clarity.

Next, applications were checked for completeness. If any items were missing, the grantee was notified and asked to submit the required information. Third, the applications were evaluated based on the following seven criteria in the Soil Erosion Control Grants Program Announcement and Guidelines, and all the projects were found to be substantially consistent with these criteria:

- Significant and documentable benefit to Lake Tahoe water quality
- Adequacy of design
- Comprehensiveness
- Cost-effectiveness
- Implementability
- Model project
- Cooperation and support

Project applications were also distributed for review to staff at the Lahontan Regional Water Quality Control Board (Lahontan), Tahoe Regional Planning Agency (TRPA), and the United States Forest Service (USFS). All three agencies have voiced their support for the projects.

Projects were then ranked according to how well they met the evaluation criteria. Typically, the highest ranking is given to projects for which site improvements are scheduled to be constructed in the near future (e.g., this year or next year).

The second highest ranking is typically given to projects requesting acquisition funds, as parcel or easement acquisitions are usually necessary before project construction can begin.

The third level of ranking normally goes to projects for which only planning funds are requested.

A project that received Conservancy funding in a prior year, but needs additional funding to complete site improvements, acquisitions, or planning, normally is ranked higher than a project of the same type for which funding is being requested for the first time.

Expected Benefits of Projects: Each of the projects recommended for funding this year has been designated by TRPA, through its inclusion in the EIP, as a high priority water quality project. All EIP water quality projects are focused on reducing the discharge of sediment and nutrients to Lake Tahoe, to prevent or reverse the decline in Lake Tahoe's clarity.

Specifically, the projects recommended to receive site improvement grants this year have been designed, following the Conservancy guidelines, to stabilize eroding channels and slopes, infiltrate storm runoff, and trap sediment throughout the project areas. By addressing these problems, the amounts of sediment and nutrients reaching Lake Tahoe will be significantly reduced.

Acquisition funding recommended for board approval will enable the purchase of projects with critical parcels and easements determined to be necessary to implement the project to be purchased, so that those projects can go forward to the bidding stage, and water quality improvements can then be constructed.

The projects recommended for planning grants will be implemented using recently-approved project development procedures intended to identify the most

cost-effective measures for improving water quality. These procedures were developed by the Storm Water Quality Improvement Committee (SWQIC) and were endorsed by the Lake Tahoe Basin Executives in July 2004. The procedures were published in a two-volume document entitled *Collaborative Storm Water Quality Project Delivery and Formulating and Evaluating Alternatives for Water Quality Improvement Projects*. These documents are available on TRPA's website (www.trpa.org) and at the Conservancy's office.

Of the \$3,238,207 of erosion control funds recommended for funding at this time, approximately \$1.6 million is for the construction of site improvements and \$1.6 million is for property acquisition and planning. The funding for site improvements will result in the construction of 0.8 miles of curb and gutter, 1.1 miles of rock-lined and vegetated channels, 1.3 acres of revegetation, 63 sediment traps and drop inlets, and various other treatment measures. The funding for acquisitions and planning will provide for the completion of project plans for later projects and project phases, so that other such improvements can be constructed in near future.

Fiscal Issues: As stated above, in July 2006 the board authorized grants for up to a total of \$7,500,000. In last year's grant program, there were unallocated funds held in reserve in the event there was a need for extra funding due to construction bid increases. \$113,207 of those unallocated funds remain, and staff proposes that these remaining funds be awarded with this year's grants. This addition would provide total funding of \$7,613,207 for this year's erosion control grants. At the December 2006 board meeting, El Dorado County and Placer County were each awarded their \$1,500,000 jurisdictional funding to facilitate project schedules and construction bidding. Thus, a balance of \$4,613,207 remains for award to qualifying erosion control projects, including the City of South Lake Tahoe's \$1,500,000 jurisdictional allocation.

In the fall of 2006, City of South Lake Tahoe submitted a site improvement grant application for the Sierra Tract 1 Erosion Control Project; however, the application was incomplete due to delays in approval of the project's CEQA document. The CEQA process is still not completed, therefore staff is recommending that a portion of the funds in the City's jurisdictional amount \$1,375,000 be reserved for potential award in May for the Sierra Tract 1 project.

As mentioned above, El Dorado County's Christmas Valley 1 project includes both an erosion control component and an SEZ enhancement component. The project is being designed so that these two components, not only complement

each other, but also are very interrelated and integral to the project's success. Given this interrelationship staff is recommending an additional award of \$809,114 of SEZ/Watershed funds specifically for the SEZ enhancement portion of the Christmas Valley 1 project.

License Agreements: As part of the annual staff recommendation for funding erosion control projects, staff normally notifies the board about licenses that may be needed on Conservancy parcels to construct and maintain water quality related improvements.

This notification is provided in accordance with board authorization in June 1987. After notice to the board, staff can execute license agreements with the various local jurisdictions for the specified parcels. Attachment 6 contains a list of Conservancy-owned parcels in each project area, together with the proposed improvements for each of those parcels. If the final project design calls for the use of a parcel on this list and staff finds this use to be appropriate, upon approval of the project plans, then staff will execute a license agreement for that parcel.

Implementation of the Grants: If the staff recommendation is approved, implementation of the projects will be governed by standard grant agreements entered into by the Conservancy and the individual grantees. As in recent agreements, the new grants will provide for advances of up to 90% for design, administration, and construction, subject to meeting certain requirements.

Additionally, it should be noted that the lists of parcels and the project budgets and schedules in the project descriptions are preliminary. Final project design may alter the need for the acquisition of particular parcels or the allocation of funds between major budget items. However, such changes will not exceed the total amount awarded in the grant. Any remaining funds in site improvement projects will be used, if necessary, to extend improvements to adjoining areas.

LIST OF ATTACHMENTS

- Attachment 1 - Board Resolution
- Attachment 2 - Regional Map
- Attachment 3 - Funding Summary
- Attachment 4 - Project Descriptions
- Attachment 5 - Private parcels to be acquired by acquisition grants
- Attachment 6 - CTC parcels for possible license agreements

Conservancy Staff:

Scott Cecchi, Placer County Project Manager (530) 543-6015

Penny Stewart, El Dorado County Project Manager (530) 543-6013

Russ Wigart, City of South Lake Tahoe Project Manager, (530) 543-6003

Rick Robinson, Program Manager (530) 543-6064

Attachment 1

California Tahoe Conservancy
Resolution
07-03-05
Adopted: March 16, 2007

"The California Tahoe Conservancy hereby authorizes staff to enter into standard agreements and take all other necessary steps, subject to the provisions and conditions discussed in the accompanying staff report and Attachments, in order to fund and implement the following grant projects:

1. To the County of Placer

A total of \$1,493,207 for planning, site improvements, and acquisitions of various interests in real property for the Beaver Street, West Sunnyside, Lake Forest Area B, and Tahoe City Residential Erosion Control Projects.

2. To the County of El Dorado

A total of \$1,210,000 for planning, site improvements, and acquisitions of various interests in real property for the Christmas Valley 1, Christmas Valley 2, and Rubicon 5 Erosion Control Projects.

A total of \$809,114 for site improvements and acquisitions of various interests in real property for the Christmas Valley 1 SEZ Enhancement Project.

3. To the City of South Lake Tahoe

A total of \$185,000 for planning of the East Pioneer Erosion Control Project.

4. To the South Tahoe Public Utility District

A total of \$200,000 for the planning of the Comprehensive Facility-Wide Erosion Control Program Project.

5. To the North Tahoe Public Utility District

A total of \$150,000 for the planning of the Unimproved Access Roads and Trails BMP Project."

"The award of the site improvement and acquisition grants and disbursement of funds is conditioned upon a commitment, by resolution and through execution of standard agreements, by the individual grantees to undertake the projects in a manner consistent with the purposes and scopes of the grants, to monitor the effectiveness of the projects, and to manage and maintain the projects for the 20-year term of the grants."

"The award of the planning grants and the disbursement of funds are conditioned upon a commitment by the individual grantees, by resolution and through execution of the planning grant agreements, to undertake the planning efforts in a manner consistent with the purposes and scopes of the grants."

Staff further recommends that the Conservancy make the following concurrent finding based on the accompanying staff report pursuant to Public Resources Code Section 21000 et seq.:

"The California Tahoe Conservancy has reviewed the previous Mitigated Negative Declaration certified by Placer County for the West Sunnyside Erosion Control Project, and finds that improvements proposed have been adequately analyzed in the Mitigated Negative Declaration filed with the State Clearinghouse on February 8, 2007. The Conservancy finds that no substantial changes are proposed in the project, and no substantial changes have occurred with respect to the circumstances under which the project is undertaken that would involve any new significant environmental effects or significantly increase the severity of any previously identified impacts. Furthermore, since the County's certification of the Mitigated Negative Declaration, there are no changes regarding the project that would require new or different mitigation measures. Accordingly, the Conservancy finds that the earlier Mitigated Negative Declaration is adequate for compliance with CEQA for the grant of this funding and directs staff to file a Notice of Determination for this project with the State Clearinghouse."

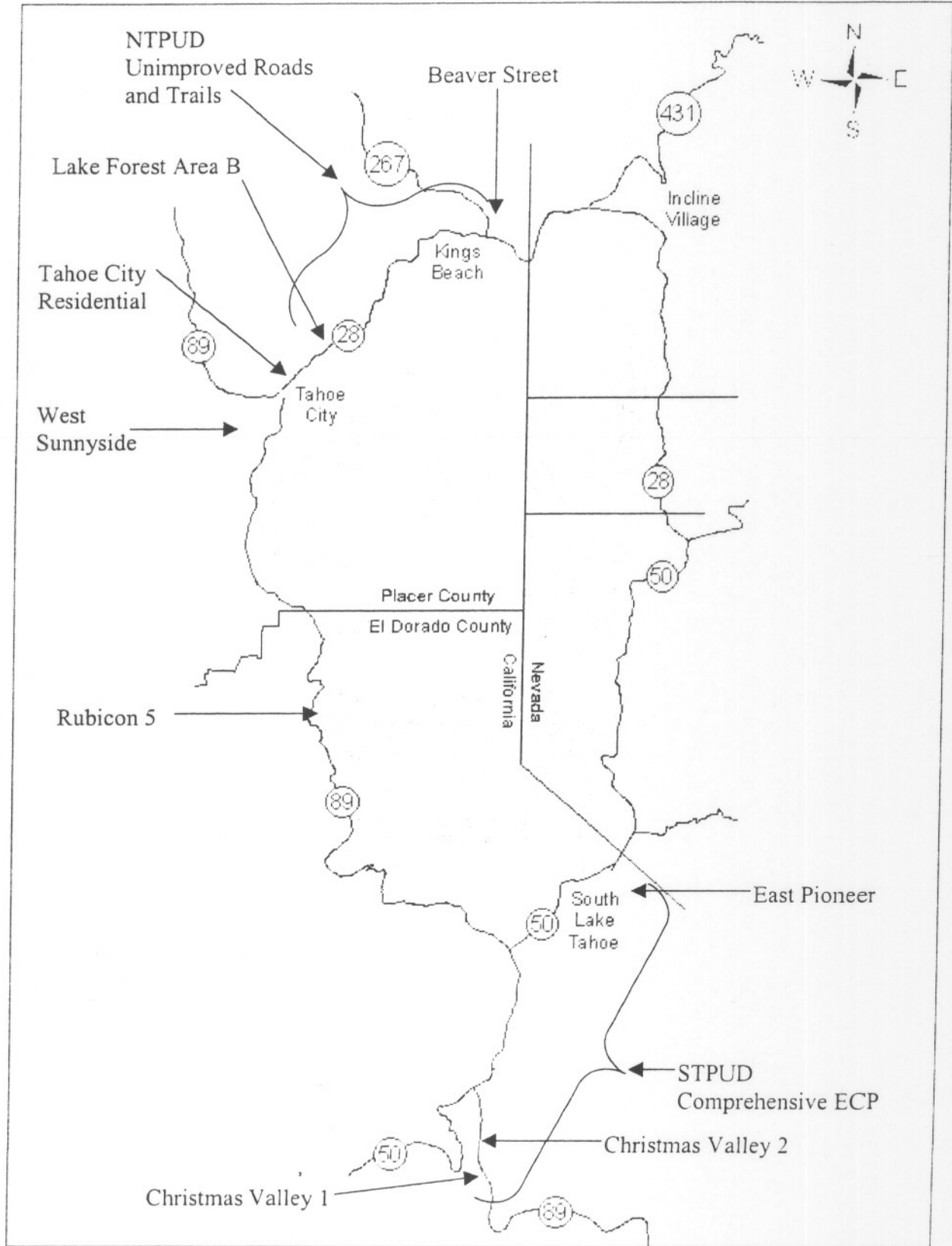
"The California Tahoe Conservancy has reviewed the previous Mitigated Negative Declaration certified by El Dorado County for the Christmas Valley 1 Erosion Control and SEZ Enhancement Project, and finds that improvements proposed have been adequately analyzed in the Mitigated Negative Declaration filed with the State Clearinghouse on October 26, 2006. The Conservancy finds that no substantial changes are proposed in the project, and no substantial changes have occurred with respect to the circumstances under which the project is undertaken that would involve any new significant environmental effects or significantly increase the severity of any previously identified impacts. Furthermore, since the County's certification of the Mitigated Negative Declaration, there are no changes regarding the project that would require new or different mitigation measures. Accordingly, the Conservancy finds that the earlier Mitigated Negative Declaration is adequate for compliance with CEQA for the grant of this funding and directs staff to file a Notice of Determination for this project with the State Clearinghouse."

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the California Tahoe Conservancy at a meeting thereof held on the 16th day of March, 2007.

In WITNESS THEREOF, I have hereunto set my hand this 16th day of March 2007.

Patrick Wright
Executive Officer

Attachment 2
Regional Location Map
Erosion Control Projects



ATTACHMENT 3
SUMMARY OF EROSION CONTROL FUNDING RECOMMENDATIONS
FOR FISCAL YEAR 2006/2007

Grant Type	Jurisdictional	Discretionary	Total
Placer County			
Awarded 12-12-06			
Tahoe Estates	Acquisition	\$225,000	
Tahoe Estates	Site Improvement	\$1,275,000	
	Previously Awarded Subtotal:	\$1,500,000	\$1,500,000
Proposed Award on 3-16-07			
Beaver Street	Site Improvement	\$340,000	
West Sunnyside	Acquisition	\$153,207	
West Sunnyside	Site Improvement	\$500,000	
Lake Forest Area B	Planning	\$300,000	
Tahoe City Residential	Planning	\$200,000	
	Proposed Grant Project Subtotal:	\$0	\$1,493,207
		\$1,493,207	\$1,493,207
Total Proposed Award 06-07	\$1,500,000	\$1,493,207	\$2,993,207
El Dorado County			
Awarded 12-12-06			
Apalachee 3	Site Improvement	\$1,500,000	
	Previously Awarded Subtotal:	\$1,500,000	\$1,500,000
Proposed Award on 3-16-07			
Christmas Valley 1 ²	Acquisition	\$36,400	
Christmas Valley 1 ²	Site Improvement	\$773,600	
Christmas Valley 2	Planning	\$300,000	
Rubicon 5	Planning	\$100,000	
	Proposed Grant Project Subtotal:	\$0	\$1,210,000
		\$1,210,000	\$1,210,000
Total Proposed Award 06-07	\$3,000,000	\$2,420,000	\$2,710,000
City of South Lake Tahoe¹			
Proposed Award on 3-16-07			
East Pioneer	Planning	\$125,000	\$60,000
	Proposed Grant Project Subtotal:	\$125,000	\$60,000
		\$125,000	\$185,000
Total Proposed Award 06-07	\$125,000	\$60,000	\$185,000
STPUD			
Proposed Award on 3-16-07			
Comprehensive Facility-Wide ECP	Planning	\$200,000	
	Proposed Grant Project Subtotal:	\$200,000	\$200,000
Total Proposed Award 06-07		\$200,000	\$200,000
NTPUD			
Proposed Award on 3-16-07			
Unimproved Roads and Trails BMPs	Planning	\$150,000	
	Proposed Grant Project Subtotal:	\$150,000	\$150,000
Total Proposed Award 06-07		\$150,000	\$150,000
TOTAL AWARDED 12-12-06	\$3,000,000		\$3,000,000
TOTAL Proposed Award 3-16-07	\$125,000	\$3,113,207	\$3,238,207
Grand Totals:	\$3,125,000	\$3,113,207	\$6,238,207

¹ A site improvement grant for \$1,375,000 in jurisdictional funding for the Sierra Tract project is anticipated to be recommended at the May 2007 Board meeting pending City's completion of the CEQA process.

² The above table contains funding information for Erosion Control Projects only and therefore does not include the \$809,114 of SEZ funding included in this recommendation.

ATTACHMENT 4

PROJECT SUMMARIES

- 4.1 Beaver Street**
- 4.2 West Sunnyside**
- 4.3 Lake Forest Area B**
- 4.4 Tahoe City Residential**
- 4.5 Christmas Valley 1**
- 4.6 Christmas Valley 2**
- 4.7 Rubicon 5**
- 4.8 East Pioneer**
- 4.9 STPUD Comprehensive Facility-Wide ECP**
- 4.10 NTPUD Unimproved Roads and Trails BMPs**

Christmas Valley 1 Erosion Control and SEZ Enhancement Project

Grant Type: Acquisition and Site Improvement grants from the Erosion Control Program and SEZ/Watershed Program

Applicant: El Dorado County

Recommended Funding from Erosion Control Program

for Acquisition: \$36,400

for Site Improvements: \$773,600

Recommended Funding from SEZ/Watershed Program

for Acquisition: \$19,214

for Site Improvements: \$789,900

Location: The Christmas Valley 1 Erosion Control and SEZ Enhancement Project is located within the south shore area of El Dorado County between State Route 89 and the Upper Truckee River. It encompasses Portal Road, Grass Lake Road, and Grass Lake Way on the westerly side of the highway as shown on Map 1 of the following maps.

Background: Planning for this project, which is EIP #650 (SEZ) and #709, was initiated in 2001, and it is now at the final design stage. Due to the size of the Christmas Valley area, it became apparent during the collection of early assessment data and survey information that the original project area should be split into two areas, the Christmas Valley 1 and Christmas Valley 2 project areas. Christmas Valley 1 has completed all of the documents in the SWQIC process, and the preferred alternative was endorsed by the TAC in May 2006.

While this project has a distinct erosion control component and a distinct SEZ enhancement component, these components combine to provide mutually beneficial aspects throughout the project area. Thus, the project is being presented as one project with two components.

The Conservancy has provided \$623,100 in erosion control funding and \$300,000 in SEZ funding for the planning of this project. El Dorado County received additional funding for the project from USFS Water Quality Funds (\$200,000) and TRPA SEZ and Water Quality Mitigation Funds (\$255,000). The funding requested in this grant application covers project construction as well as the acquisition of easements for improvements on the parcels listed in Attachment 5.

Since the project area is located immediately adjacent to Grass Lake Creek, Big Meadow Creek, and the Upper Truckee River, there is currently a significant amount of storm water runoff and snowmelt that discharges directly into these creeks or the river. The runoff and snowmelt contain high sediment and nutrient loads as a result of eroding roadside ditches. In addition, road sand and cinders are heavily applied to the upper end of Grass Lake Road. The sand and cinders are then discharged into Grass Lake Creek. There are a number of SEZs that are degraded due to the construction of Grass Lake Road. Degradation can be described as desiccation of meadows, incised channels, and disconnected natural hydrology. Due to the proximity of these SEZs to the river, important functions and processes have been lost.

Proposed Improvements and Expected Benefits: The preferred alternative that was developed for the erosion control component involves stabilizing existing roadside ditches, capturing road sand and cinders, and treating and infiltrating storm water runoff. Existing channels will be stabilized by regrading and then revegetating or rock-lining the channel. Rock bowls and dissipators will be used where necessary to reduce runoff velocities, and detention basins will be used to slow flows and allow sediment to drop out. Sediment traps will be placed at the entrances to most culverts, many of which are being replaced, to trap coarse sediment like road sand and cinders. A large unpaved, compacted area near the highway will be blocked off, scarified, and revegetated, and the historical parking and snow storage in this compacted area will be accommodated by an area of porous pavement. Various methods of flow spreading will be used downstream of some culvert outlets to slow flow, reduce erosion, and increase infiltration and treatment using the adjacent publicly-owned natural meadow areas.

Much of the focus for SEZ enhancement is located at the end of Grass Lake Road. The end of the road will be removed to restore the natural path of Grass Lake Creek and to prevent road flooding. SEZs throughout the project area will be enhanced by restoring incised channels, reconnecting the natural hydrology, and increasing the flow of water over previously desiccated meadows. Inundating SEZs more frequently provides a desirable wet meadow environment, attenuation of peak flows, and natural treatment of water. Reconnecting natural hydrology allows flows to be conveyed across Grass Lake Road effectively, reduces mixing of natural runoff with road runoff, and reduces the amount of water in roadside ditches. Restoring incised channels reduces a critical source of sediment. This SEZ enhancement, intertwined with the erosion control project,

will provide significant benefit to water quality and SEZs. Maps 2-4, which follow, show the proposed improvements associated with both the erosion control and SEZ aspects of the project.

Four permanent drainage easements are proposed for acquisition as shown in Attachment 5 and on the following maps numbered 2-4. All of the owners of the parcels have been contacted and have expressed support for the project. In addition, they have all indicated that they are willing to cooperate in the acquisition.

The County plans to use publicly owned parcels for a number of the erosion control and SEZ enhancement improvements, including flow spreaders, detention basins, vegetated channels and revegetation. The Forest Service owns all of the publicly owned parcels in this area, so license agreements with the Conservancy will not be required.

Project Schedule:

Site Improvement Grant Schedule

<u>Activity</u>	<u>Date</u>
Plans, Specifications, Engineer's Estimate, (and Permits)	April 2007
Bid Advertisement	April 2007
Bid Award	May 2007
Begin Construction	July 2007
End Construction	Oct 2007
Final Report/Record Drawings	Jan 2008
Annual Monitoring Report.....	Oct 2008
End Irrigation and Plant Establishment	Nov 2009
Final Monitoring Report	Dec 2009

Acquisition Grant Schedule

<u>Activity</u>	<u>Date</u>
Finalize Acquisition Needs	Dec 2006
Request Preliminary Titles and Appraisal.....	March 2007
CTC Appraisal of Preliminary Title Reports (and Appraisals)	April 2007
Negotiations and Agreement of Sales.....	May 2007

CTC Approval of Instruments of Conveyance, (Escrow) May 2007
 Instructions, and Purchase Agreements
 Close of Escrow July 2007

Project Funding:

Site Improvement Grant

Project Budget Under This Grant

<u>Activity</u>	<u>EC Grant</u>	<u>SEZ Grant</u>
Construction	\$ 581,000	\$ 458,000
Construction Engineering.....	\$ 37,898	\$ 220,102
Irrigation and Plant (Establishment)\$.....	43,421	\$ 32,579
Monitoring	\$ 24,281	\$ 18,219
Contingency	\$ 87,000	\$ 61,000
TOTAL	\$ 773,600	\$ 789,900

Acquisition Grant

Project Budget Under This Grant

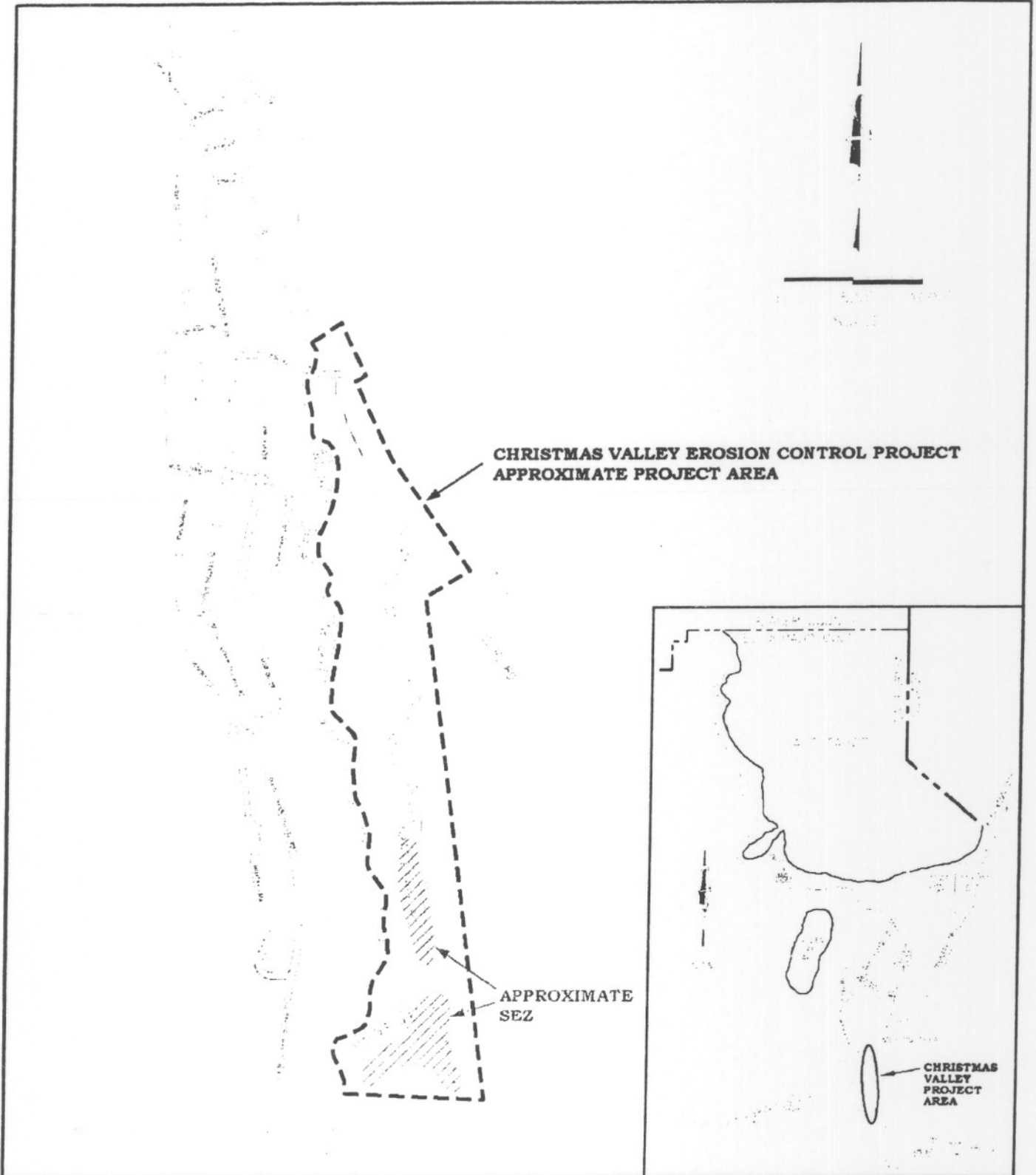
<u>Activity</u>	<u>EC Grant</u>	<u>SEZ Grant</u>
Escrow Costs.....	\$ 31,680	\$ 16,680
Contingency	\$ 4,720	\$ 2,534
TOTAL	\$ 36,400	\$ 19,214

California Environmental Quality Act (CEQA) Compliance: El Dorado County, acting as the Lead Agency, prepared a Mitigated Negative Declaration (MND) and Initial Study for this project to comply with the California Environmental Quality Act (CEQA). The MND was adopted by their board on October 24, 2006, and a Notice of Determination was filed on October 26, 2006. A copy of the Mitigated Negative Declaration and Initial Study have been provided to the Board under separate cover and are available for public review at the Conservancy office, 1061 Third St., South Lake Tahoe, CA 96150.

Staff has reviewed the Mitigated Negative Declaration and believes that the improvements proposed have been adequately analyzed in this MND. Since the

Negative Declaration prepared for this project was completed, there is no new information, or substantial changes to the proposed project, or changes to project implementation, which would involve any new significant effects not discussed or analyzed in the Negative Declaration. As a result, no new mitigation measures are needed to find that the project, as mitigated, would have no significant environmental impacts. The mitigation measures for the project can be found in Appendix C of the MND.

Staff recommends that the Conservancy make the findings as set forth in the attached resolution and authorize the grant funding. If the Board authorizes the funding, staff will file a Notice of Determination with the State Clearinghouse pursuant to Section 15096 of the State CEQA Guidelines. Attachment 7 contains the Conservancy's proposed Notice of Determination.



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



2006 CTC SI GRANT FINAL APPLICATION
CHRISTMAS VALLEY 1 EROSION CONTROL &
SEZ ENHANCEMENT PROJECT
Location Map

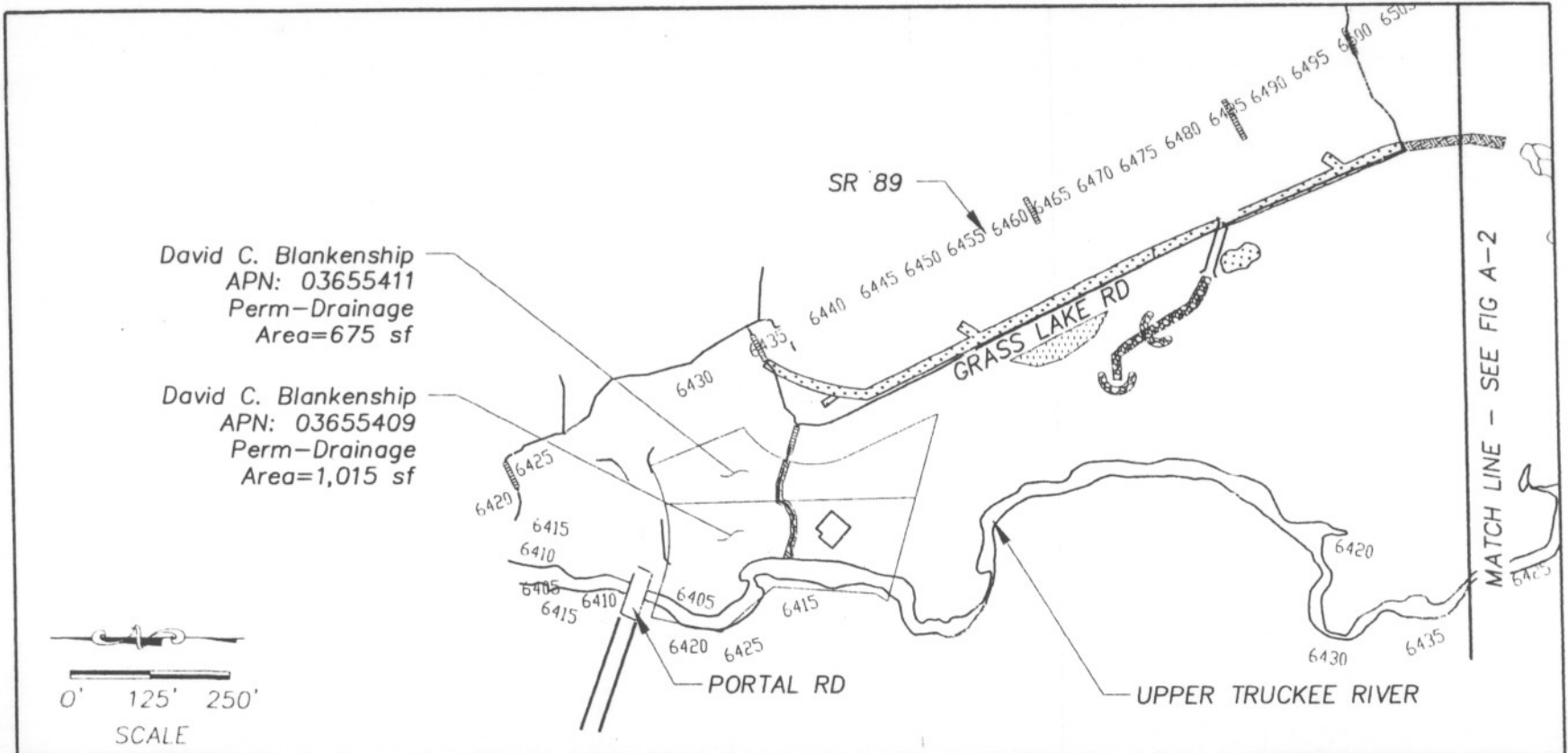
FIGURE

A

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12/2006

PROJECT NO.:
95151/95188

BY:
RAW



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| | PROPOSED BIOSPREADER | | PROPOSED FLOW SPLITTER | | PROPOSED AC DIKE | | PROPOSED HEADWALL & GUARDRAIL |
| | PROPOSED ROCK SLOPE PROTECTION | | PROPOSED VEGETATED CHANNEL | | PROPOSED SLOPE REVEGETATION | | PROPOSED NEW ALIGNMENT & AC |
| | PROPOSED BOULDER | | PROPOSED FRENCH DRAIN | | PROPOSED SEDIMENT CAN | | PROPOSE ABANDON CHANNEL, FILL & REVEGETATE |
| | PROPOSED SEDIMENT BASIN | | PROPOSED REGRADE CHANNEL | | PROPOSED DRAINAGE INLET | | PROPOSE REMOVE AC & REVEGETATE |
| | PROPOSED ROCK LINED CHANNEL | | EXISTING CULVERT | | PROPOSED POROUS PAVEMENT | | PROPOSED CHECK DAM |
| | PROPOSED CURB & GUTTER | | PROPOSED CULVERT | | PROPOSED ROCK BOWL | | |
| | PROPOSED EASEMENT | | | | | | |



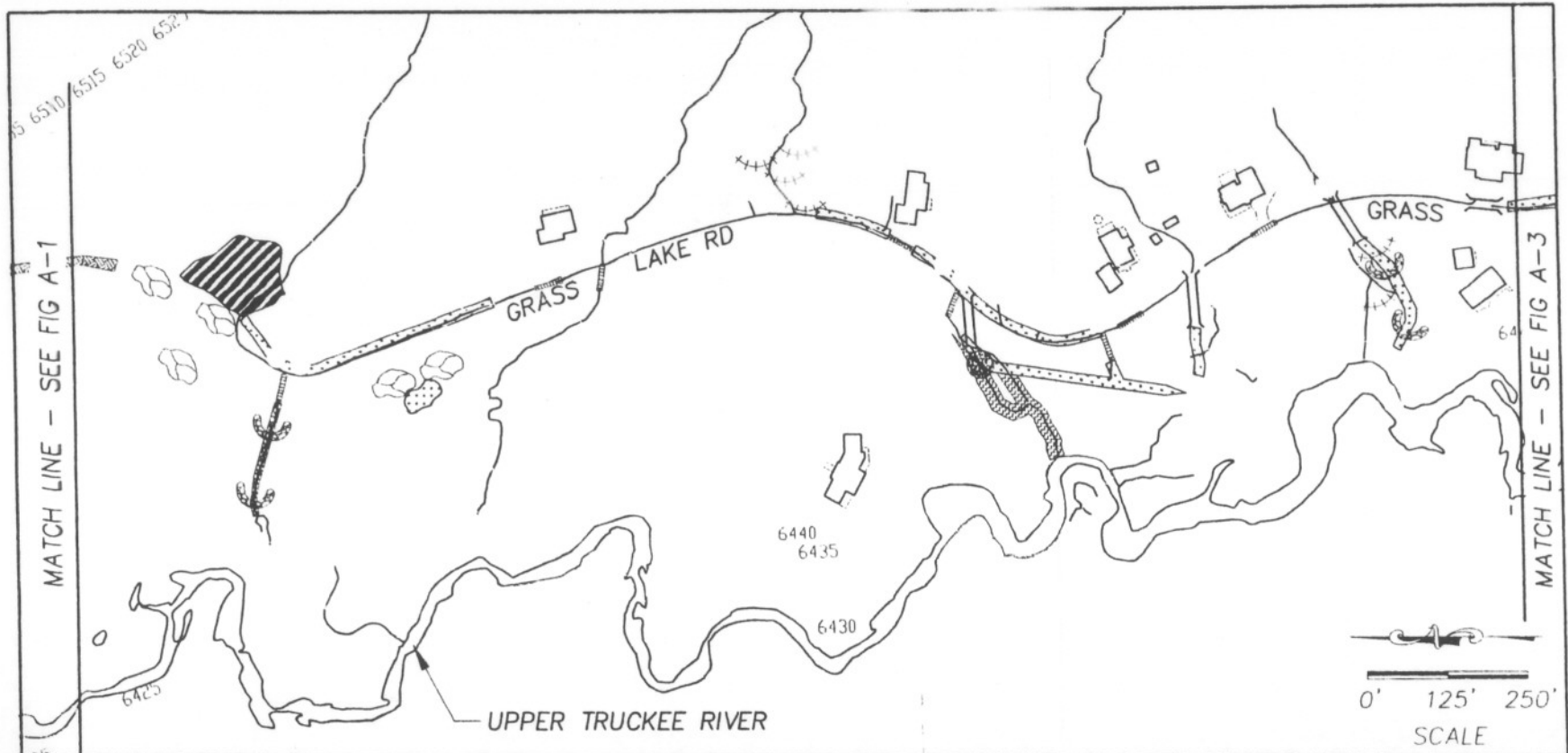
EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

2006 CTC SI GRANT FINAL APPLICATION
CHRISTMAS VALLEY 1 EROSION CONTROL
& SEZ ENHANCEMENT PROJECT
Proposed Improvements

FIGURE
A-1

DATE: 12/2006	PROJECT NO: 95151/95188	BY: DWK
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| | PROPOSED ROCK SLOPE PROTECTION | | PROPOSED VEGETATED CHANNEL | | PROPOSED SLOPE REVEGETATION | | PROPOSED NEW ALIGNMENT & AC |
| | PROPOSED BOULDER | | PROPOSED FRENCH DRAIN | | PROPOSED SEDIMENT CAN | | PROPOSE ABANDON CHANNEL, FILL & REVEGETATE |
| | PROPOSED SEDIMENT BASIN | | PROPOSED REGRADE CHANNEL | | PROPOSED DRAINAGE INLET | | PROPOSE REMOVE AC & REVEGETATE |
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| | PROPOSED CURB & GUTTER | | PROPOSED CULVERT | | PROPOSED ROCK BOWL | | |
| | PROPOSED EASEMENT | | | | | | |



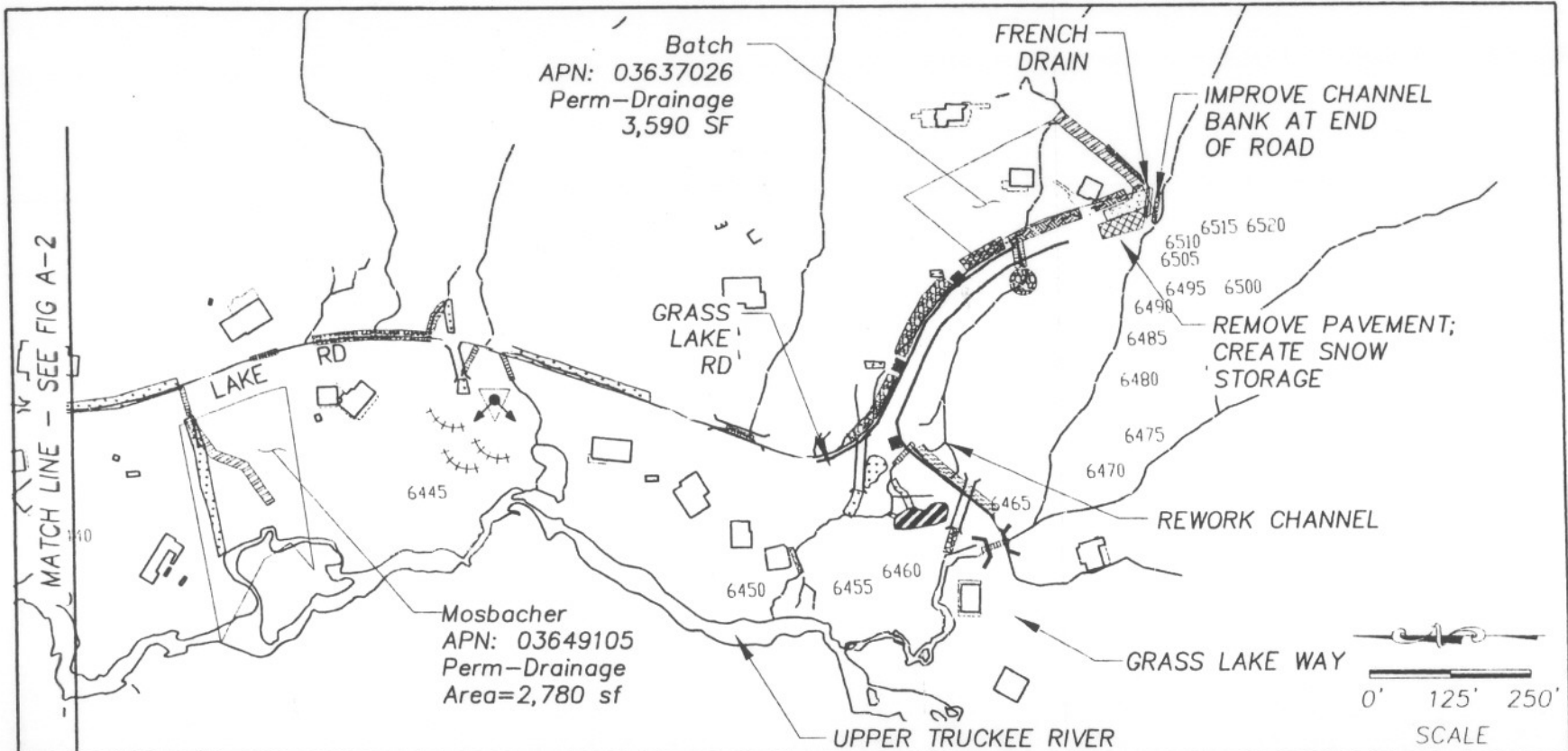
EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

2006 CTC SI GRANT FINAL APPLICATION
CHRISTMAS VALLEY 1 EROSION CONTROL
& SEZ ENHANCEMENT PROJECT
Proposed Improvements

FIGURE
A-2

DATE: 12/2006	PROJECT NO: 95151 95188	BY: DWK
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| | PROPOSED BIOSREADER | | PROPOSED FLOW SPLITTER | | PROPOSED AC DIKE | | PROPOSED HEADWALL & GUARDRAIL |
| | PROPOSED ROCK SLOPE PROTECTION | | PROPOSED VEGETATED CHANNEL | | PROPOSED SLOPE REVEGETATION | | PROPOSED NEW ALIGNMENT & AC |
| | PROPOSED BOULDER | | PROPOSED FRENCH DRAIN | | PROPOSED SEDIMENT CAN | | PROPOSE ABANDON CHANNEL, FILL & REVEGETATE |
| | PROPOSED SEDIMENT BASIN | | PROPOSED REGRADE CHANNEL | | PROPOSED DRAINAGE INLET | | PROPOSE REMOVE AC & REVEGETATE |
| | PROPOSED ROCK LINED CHANNEL | | EXISTING CULVERT | | PROPOSED POROUS PAVEMENT | | PROPOSED CHECK DAM |
| | PROPOSED CURB & GUTTER | | PROPOSED CULVERT | | PROPOSED ROCK BOWL | | |
| | PROPOSED EASEMENT | | | | | | |



2006 CTC SI GRANT FINAL APPLICATION
CHRISTMAS VALLEY 1 EROSION CONTROL
& SEZ ENHANCEMENT PROJECT
Proposed Improvements

FIGURE:
A-3

DATE: 12/2006	PROJECT NO: 05151/05188	BY: CMG
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ATTACHMENT 5

(Page 1 of 1)

Proposed Fee Title and Easement Acquisitions of Privately Owned Parcels

El Dorado County

Christmas Valley 1 Erosion Control and SEZ Enhancement Project – Proposed Easement Acquisitions

El Dorado County APN

036-370-26
036-554-11

036-491-05

036-554-09

Placer County

West Sunnyside Erosion Control Project – Proposed Easement Acquisitions

Placer County APN

083-300-012
084-232-005

083-320-004
084-232-006

084-220-001
084-233-014

ATTACHMENT 6

(Page 1 of 1)

**Conservancy Parcels Proposed for License Agreements
Associated with Soil Erosion Control Project Improvements**

Placer County

West Sunnyside:

083-270-001	083-033-009	084-010-029	084-010-021
083-010-021	083-043-003	083-043-004	083-480-016
083-480-017	083-310-037	083-470-032	083-320-020
083-470-030			

Beaver Street

Parcels involved with this project that were previously granted Conservancy license agreements

090-201-030	090-201-031	090-211-033	090-211-032
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Parcels proposed for Conservancy license agreements

090-201-026	090-201-025	090-201-033
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El Dorado County

None Required

ATTACHMENT 7.5

NOTICE OF DETERMINATION

TO: Office Of Planning And Research
PO Box 3044, 1400 - Tenth Street, Room 212
Sacramento, California 95814-3044

FROM: California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, California 96150

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resource Code.

Project Title: Christmas Valley 1 Erosion Control and Stream Environment Sone (SEZ) Enhancement Project

State Clearing House Number	Contact Person	Telephone Number
2006082144	Penny Stewart	(530) 543-6013

Project Location:

In El Dorado County bounded by Portal Road and State Route 89 to the north, the terminus of Grass Lake Road to the south, State Route 89 to the east and the Upper Truckee River to the west, and includes potential acquisition of 6 parcels, El Dorado County Assessor Parcel Numbers 036-370-26, 036-491-05, 036-554-09, 036-554-11, 036-481-04, and 036-481-08.

Project Description:

The project proposes to construct and maintain storm water facilities and implement erosion control practices as identified in the Lake Tahoe Environmental Improvement Program, and proposes to enhance and restore several small SEZ areas. The project also includes the possible acquisition of easements on the above mentioned parcels.

This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above described project on March 16, 2007 and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration for the project was prepared and approved by the El Dorado County Board of Supervisors on October 24, 2006 and a Notice of Determination was filed October 26, 2006. The Notice of Determination, Mitigated Negative Declaration, and record of project approval may be examined at the El Dorado County Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150
3. Mitigation Measures were made a condition of the approval of the project by El Dorado County and the California Tahoe Conservancy.
4. A Statement of Overriding Considerations was not adopted for this project.
5. The Conservancy finds that no substantial changes are proposed in the project, and no substantial changes have occurred with respect to the circumstances under which the project is taken that would affect any potentially significant environmental effects. Furthermore, there are no changes regarding the project that would require new or different mitigation measures.
6. A California Department of Fish and Game Environmental Filing Fee was paid for this project. A copy of the Filing Fee receipt will be filed with this Notice.

Fish and Game Fees: See above

Date Received for Filing:

Patrick Wright
Executive Officer

EXHIBIT B

CHRISTMAS VALLEY 1 EROSION CONTROL ACQUISITION

ESTIMATED PROPERTY ACQUISITION SCHEDULE

Deliverables	Estimated Completion Date
Finalize Acquisition Needs	December 2006
Request Prelim Titles and Appraisals	March 2007
CTC Approve Prelim Title Reports and Appraisals	April 2007
Negotiations and Agreement of Sales	May 2007
CTC Approval of Instruments of Conveyance, Escrow Instructions, and Purchase Agreements	May 2007
Close of Escrow	July 2007

ESTIMATED ACQUISITION BUDGET

Budget Category	Amount
Escrow Costs	\$31,680
Contingency	\$4,720
Acquisition Total	\$36,400

EXHIBIT B

CHRISTMAS VALLEY 1 SEZ ENHANCEMENT ACQUISITION

ESTIMATED PROPERTY ACQUISITION SCHEDULE

Deliverables	Estimated Completion Date
Finalize Acquisition Needs	December 2006
Request Prelim Titles and Appraisals	March 2007
CTC Approve Prelim Title Reports and Appraisals	April 2007
Negotiations and Agreement of Sales	May 2007
CTC Approval of Instruments of Conveyance, Escrow Instructions, and Purchase Agreements	May 2007
Close of Escrow	July 2007

ESTIMATED ACQUISITION BUDGET

Budget Category	Amount
Escrow Costs	\$16,680
Contingency	\$2,534
Acquisition Total	\$19,214

Exhibit C

List of Assurances

(For Acquisition Agreements)

By entering into the foregoing Agreement the applicant assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for this project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for and receive the grant funds, and to finance and construct the proposed facilities; that where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will manage the project to ensure its completion according to the Project Schedule.
3. It will obtain sufficient funds to complete the Project, over and above the portion borne by the Conservancy and, when the Project is completed, to assure the effective operation and maintenance of the facility for the purposes of the Conservancy grant.
4. It will notify the Conservancy's Executive Officer if funds are obtained for Project site improvements from any source other than the Conservancy, and, when plans and specifications for such site improvements are prepared, shall submit such plans and specifications to the Conservancy's Executive Officer for review.
5. It will not dispose of or encumber its title or other interests in the site and facilities except as permitted by the Conservancy in writing.
6. It will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will, where appropriate, comply with the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons.
8. It will comply with the applicable requirements of the California Environmental Quality Act.

EXHIBIT D

DESCRIPTION OF ACQUISITION PROPERTIES

PROJECT: Christmas Valley 1 Erosion Control Project

El Dorado County

<u>APN</u>	<u>SIZE</u>	<u>PURPOSE</u>
036-370-26	3,590 sf	permanent drainage easement
036-554-09	1,015 sf	permanent drainage easement
036-554-11	675 sf	permanent drainage easement

PROJECT: Christmas Valley 1 SEZ Enhancement Project

El Dorado County

<u>APN</u>	<u>SIZE</u>	<u>PURPOSE</u>
036-491-05	2,780 sf	permanent drainage easement

Exhibit D
Page 2 of 5

INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

- Project Title Christmas Valley 1 Erosion Control Project
1. Assessor Parcel Number: 036-554-09
 2. Owner's Name: David Blankenship
Address: PO BOX 550187
Lake Tahoe, CA 96155
 3. Subdivision Name: -
 4. IPES Score: N/A
 5. a. Assessed value: Land \$32,869* Improvements \$189,680*
b. Approximate % of parcel needed: 2%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) ** - \$6,090
 6. Existing improvements, if any: house and garage
 7. Reason for acquisition: Permanent easement for existing channel
 8. a. Owner's willingness to cooperate: Unknown (awaiting response)
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel in a rock lined channel
without a drainage easement. Any improvements to the existing
culvert, which drain into the channel, would require the need
for an easement.
c. If owner is unwilling to cooperate, can project still function by
redesigning? If yes, explain.
Yes. Planned improvements to the existing culvert would be
eliminated.
 9. Attach annotated Assessor's Plat showing proposed acquisition and
approximate location of project improvements that will affect the
lot (see example). If a creek or other drainageway crosses
the property, sketch its approximate location. See Figure G-1

*- From Assessor's roll

** - Based on current fair market land values

Exhibit D
Page 3 of 5

INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

- Project Title Christmas Valley 1 Erosion Control Project
1. Assessor Parcel Number: 036-554-11
 2. Owner's Name: David Blankenship
Address: PO BOX 550187
Lake Tahoe, CA 96155
 3. Subdivision Name: -
 4. IPES Score: N/A
 5. a. Assessed value: Land \$16,486* Improvements \$0*
b. Approximate % of parcel needed: 2%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) ** - \$4,050
 6. Existing improvements, if any: vacant
 7. Reason for acquisition: Permanent easement for existing channel
 8. a. Owner's willingness to cooperate: Unknown (awaiting response)
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel in a rock lined channel
without a drainage easement. Any improvements to the existing
culvert, which drain into the channel, would require the need
for an easement.
c. If owner is unwilling to cooperate, can project still function by
redesigning? If yes, explain.
Yes. Planned improvements to the existing culvert would be
eliminated.
 9. Attach annotated Assessor's Plat showing proposed acquisition and
approximate location of project improvements that will affect the
lot (see example). If a creek or other drainageway crosses
the property, sketch its approximate location. See Figure G-1

*- From Assessor's roll

** - Based on current fair market land values

Exhibit D
Page 4 of 5

INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

Project Title Christmas Valley 1 Erosion Control Project

1. Assessor Parcel Number: 036-370-26
2. Owner's Name: Larry Batch
Address: 521 Marylin Lane
Redlands, CA 92373
3. Subdivision Name: -
4. IPES Score: N/A
5. a. Assessed value: Land \$87,629* Improvements \$195,241*
b. Approximate % of parcel needed: 9%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) ** - \$21,540
6. Existing improvements, if any: two houses
7. Reason for acquisition: Permanent easement to construct AC Dike on an Access Road which crosses corner of this parcel.
8. a. Owner's willingness to cooperate: Owner willing
b. Alternatives to acquisition (such as permit or right-of-entry):
In large storm events, drainage flows over access road and erodes existing slope. AC Dike will reduce risk of slope erosion during large events.
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
Flows to property would have to be significantly reduced, but can't be eliminated- liability exposure without an easement
9. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the lot (see example). If a creek or other drainageway crosses the property, sketch its approximate location. See Figure G-3

*- From Assessor's roll

** - Based on current fair market land values

Exhibit D
Page 5 of 5

INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

- Project Title Christmas Valley 1 Erosion Control Project
1. Assessor Parcel Number: 036-491-05
 2. Owner's Name: Marylou Mosbacher
Address: General Delivery
Tahoe Paradise, CA 96155
 3. Subdivision Name: Grass Lake Creek Nos. 1 & 2
 4. IPES Score: N/A
 5. a. Assessed value: Land \$1,259* Improvements \$0*
b. Approximate % of parcel needed: 6 %
c. Current fair market value of portion of parcel needed
(circle one: fee easement) ** - \$16,680
 6. Existing improvements, if any: vacant
 7. Reason for acquisition: Permanent easement to construct channel
 8. a. Owner's willingness to cooperate: Owner willing
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel in a swale that is filled with sediment and debris. The sediment has built up over the years causing water to backup and not drain properly.
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
Flows to property would have to be significantly reduced, but can't be eliminated- liability exposure without an easement
 9. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the lot (see example). If a creek or other drainageway crosses the property, sketch its approximate location. See Figure G-2

*- From Assessor's roll

** - Based on current fair market land values

Exhibit E

Model Deed Language

SUBJECT to a right of entry by the STATE OF CALIFORNIA ("State") in the event that any essential term or condition of that certain grant agreement for the acquisition of real property, No. _____ entered into between State, acting by and through the California Tahoe Conservancy and _____ (jurisdiction) on _____, 200_, is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of _____ (jurisdiction) under said agreement, and shall have the effect of vesting full _____ (jurisdiction) title to the hereinabove described real property in State at the expiration of thirty (30) days from the recordation of said notice.

The right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

REQUEST FOR DISBURSEMENT TO
GRANTEE FOR ACQUISITION EXPENSES

Invoice No.* _____
(State Controller: Please enter this number
on the remittance advice.)

TO: California Tahoe Conservancy
2161 Lake Tahoe Blvd., Suite 2
South Lake Tahoe, CA 96150

Date of this request:		Contract No:	
Project Title:			
Name of Grantee (local government entity):			
Contact Person:		Phone No.:	
Street Address or P.O. Box:			
City:		State:	Zip:
Amount:			

If there are any questions regarding the completion of this form please call your Conservancy Project Manager at (530) 542-5580.

Grantee Project Coordinator:

*Use the five digits of the Conservancy contract number followed by a hyphen and the number of this invoice (e.g., 99070-1).

**REQUEST FOR DISBURSEMENT TO
GRANTEE**

Detail of Costs Payable to Grantee

Invoice No.: _____

Budget Item	Service(s) Provided	Amount
		Total:
		Total:
		Total:
		Total:
		Total:
		Total:

Total Amount Requested (must match amount on front of this form):

Budget Status Summary

Approved Budget	Total Previous Charges	Balance After Previous Invoice	Total Charges this Invoice

Grantee: DO NOT WRITE BELOW THIS LINE. FOR CONSERVANCY USE.

CTC Accounting Code:	Data Entry:
Object Code:	
Item:	Appropriation:

REQUEST FOR DISBURSEMENT TO
GRANTEE

Cost Breakdown for Grantee Labor Charges This Period

Invoice No.: _____

<u>Employee</u>	<u>Labor Costs</u>	<u>\$/hr</u>	<u>x</u>	<u>Hours=Amount</u>
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TOTAL: \$ _____

Exhibit G
SIGN GUIDELINES
(Proposition 50)

Authority:

All projects funded by the "The Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002" (**2002 Clean Water Act**) must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.

Purpose:

To inform the public that the 2002 Bond Acts that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

Universal Logo:

All signs will contain a universal logo that will be equated with the 2002 Bond Act statewide. The logo will be on a template, available through the internet (www.resources.ca.gov).

Tier I and Tier II:

For the purpose of the sign guidelines only, all projects are divided into Tier I and Tier II projects:

Tier I: Projects using less than \$750,000 of Bond Act Funds.

Tier II: Projects using more than \$750,000 of Bond Act Funds and/or projects situated in areas of high public visibility. (such as near a freeway intersection).

(Archaeological sites are excluded)

Minimum Requirements: Tier I

The universal logo must be mounted in an area to maximize visibility and durability. The logo must be a minimum of 2'x2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appreciate. The logo must be posted no later than project completion.

A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.

Minimum Requirements: Tier II

Two signs are required per project, one during construction and one upon completion.

Sign while under construction:

The sign will use a white background and will contain the logo and the following language:

(Description of Project)

**Another project to improve California's water quality
(watersheds, environment, water quality etc.) funded by the 2002
Clean Water Bond –**

Arnold Schwarzenegger, Governor

Recommended size of signs while under construction: minimum of 4.5'x 7.5'.

Project completion Sign

Upon completion of all Tier II projects, a sign will be posted that includes the Bond Logo. The logo on the sign must be a minimum of 2'x 2' and include The following wording:

(Description of Projects)

**Another project to improve California water quality
(watersheds, environment, water quality etc.) funded by the 2002
Clean Water Bond – (in large font)**

**Optional Language: The Water Security, Clean Drinking Water, Coastal
and Beach Protection Act of 2002**

Director of State Department

Mike Chrisman, Secretary for Resources

Arnold Schwarzenegger, Governor

The name of the director of the logo agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

Sign Construction:

All material used shall be durable and able to resist the elements and graffiti. State Parks and Cal Trans standards can be used as a guide for gauge of metal, quality of points used, mounting specifications, etc.

Sign Duration:

The goal is to have project signs in place for a lengthy period of time, preferably a minimum of 2 years for Tier I project signs and 4 years minimum for Tier II projects signs.

Sign Cost:

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement cost as well. More durable signage encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the project officer/grants administrator in consultation with the application may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a clean Water Bond sign.

Sign on State Highways:

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

EXHIBIT H

Eligible Project Costs for Acquisition Grants

Eligible costs - The Conservancy will continue to fund up to 100% of eligible project costs for acquisition of interests in land directly or substantially related to soil erosion control activities.

For acquisition grants, eligible acquisition costs are limited to the current fair market value of the interest(s) being acquired less the amount of any other State funds being applied to the purchase price. Acquisitions must be from willing sellers. Eligible acquisition costs also include related escrow, title, and other closing costs, including document preparation and review, and project administration costs, including negotiation, surveying and related transaction expenses.

Funds from Proposition 12, 40 and 50 funds may only be used for acquisition of property from willing sellers.