

STANDARD AGREEMENT

- APPROVED BY THE ATTORNEY GENERAL

CONTRACT # CTA-05024	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # 94-6000511	

FD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 19th day of May, 2006, in the State of California, by and between State of California, through its duly selected 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 May 19, 2006, 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 **Seventy-eight Thousand Two Hundred and Ten Dollars (\$78,210)**, 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 Angora 3 Erosion Control 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 a corporation, partnership, etc.) County of El Dorado
BY: <i>Patrick Wright</i> Patrick Wright Executive Officer	BY: <i>James R. Sweeney</i> James R. Sweeney, Chairman 330 Fair Ln., Placerville, CA 95667
	ATTEST: CINDY KECK, CI of the Board of Supervisors By: <i>Cindy Keck</i> DEPUTY

AMOUNT ENCUMBERED BY THIS DOCUMENT 8,210	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	(OPTIONAL USE)			
FOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
TOTAL AMOUNT ENCUMBERED TO DATE 8,210			T.B.A. NO.	B.R. NO.

Department of General Services
Use Only

I hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated above.

NATURE OF ACCOUNTING OFFICER: *James R. Sweeney* DATE: *5/19/06*

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 **May 19, 2006**, 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 May 19, 2006;
- (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 **Seventy-eight Thousand Two Hundred and Ten Dollars (\$78,210)**, 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, 2010**.

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-95023);
- 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, 2010**.

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

Penny Stewart (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 May 19, 2006, meeting, the Conservancy approved a grant of **Seventy-Eight Thousand Two Hundred Ten Dollars (\$78,210)**, 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 B

ANGORA 3 EROSION CONTROL ACQUISITION

ESTIMATED PROPERTY ACQUISITION SCHEDULE

Deliverables	Estimated Completion Date
Finalize Acquisition Needs	March 2006
Request Prelim Titles and Appraisals	Dec 2005/Feb 2006
CTC Approve Prelim Title Reports and Appraisals	Jan 2006/May 2006
Negotiations and Agreement of Sales	May 2006
CTC Approval of Instruments of Conveyance, Escrow Instructions, and Purchase Agreements	May 2006
Close of Escrow	Sept 2006

ESTIMATED ACQUISITION BUDGET

Budget Category	Amount
Property acquisition	\$ 19,400
Appraisal, negotiation, escrow and administration	\$ 4,000
Design and Administration	\$ 38,600
Road Vacations	\$ 510
Contingency	\$ 15,700
Acquisition Total	\$78,210

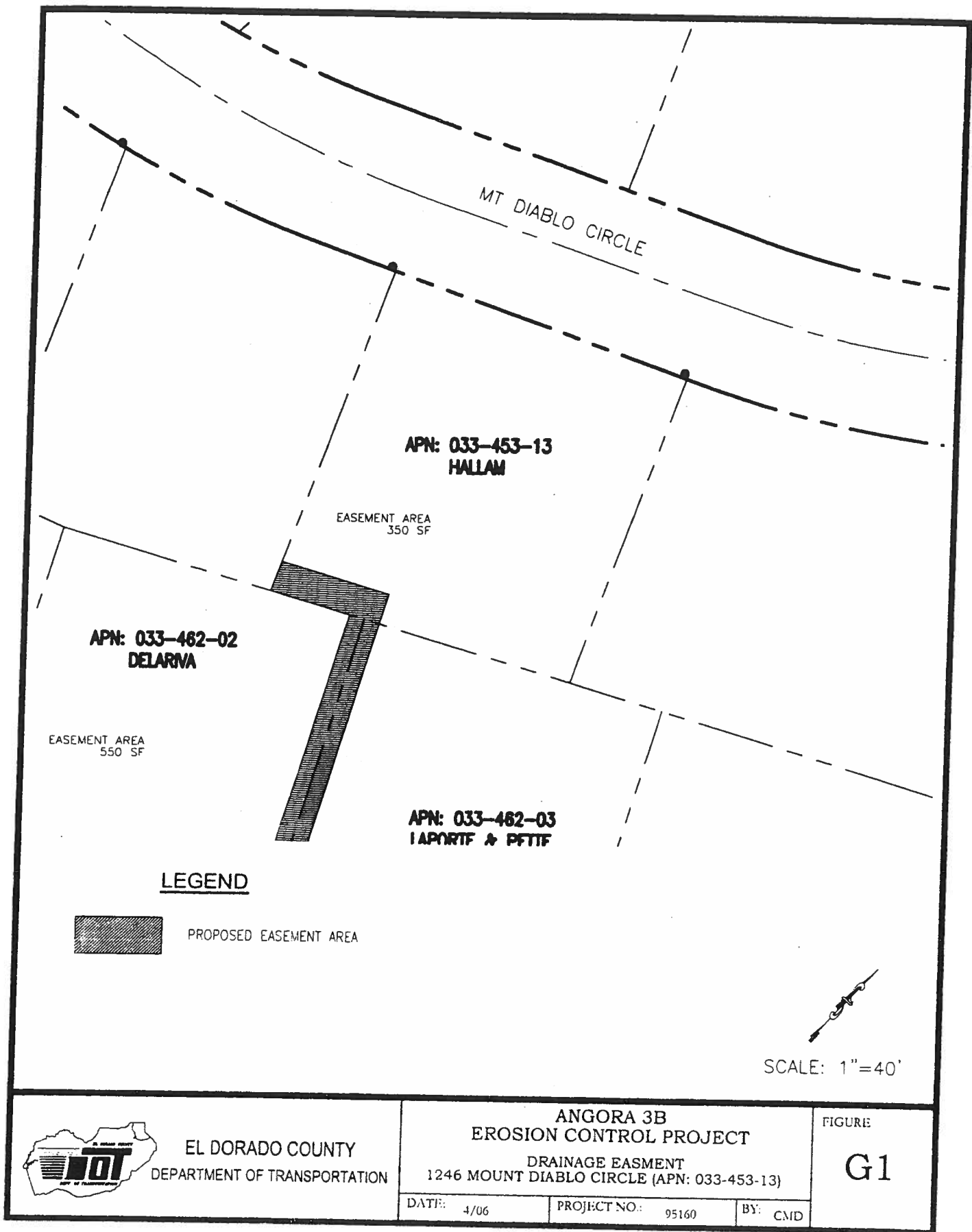
Exhibit C

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.



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

ANGORA 3B
EROSION CONTROL PROJECT

DRAINAGE EASEMENT
1246 MOUNT DIABLO CIRCLE (APN: 033-453-13)

FIGURE

G1

DATE: 4/06

PROJECT NO.: 95160

BY: CMD

Exhibit D
Page 2 of 18

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

Project Title Angora 3 Erosion Control Project

1. Assessor Parcel Number: 033-453-13
2. Owner's Name: David R. and Michelle F. Hallam
Address: 1977 Washoe St.
South Lake Tahoe, CA 96150
3. Subdivision Name: Mountain View Estates Unit No. 4
4. IPES Score: N/A
5. a. Assessed value: Land \$20,615* Improvements: under construction
b. Approximate % of parcel needed: 4%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) \$2,300**
6. Existing improvements, if any: single family residence
7. Reason for acquisition: Permanent easement to construct vegetated channel
8. a. Owner's willingness to cooperate: recent sale -previous owner was willing to cooperate
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel without a drainage easement
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
Flows to property would continue-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.

*- From Assessor's roll

** - Based on current fair market land values

APN: 033-453-13
HALLAM

EASEMENT AREA
350 SF

APN: 033-462-02
DELARIVA

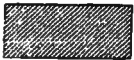
EASEMENT AREA
550 SF

APN: 033-462-03
LAPORTE & PETTE

EASEMENT AREA
550 SF

MT OYLMPIA CIRCLE

LEGEND



PROPOSED EASEMENT AREA



SCALE: 1"=40'



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

ANGORA 3B
EROSION CONTROL PROJECT

DRAINAGE EASMENT
1311 MOUNT OLYMPIA CIRCLE (APN: 033-462-02)

FIGURE

G2

DATE: 4/06

PROJECT NO.: 95160

BY: CMD

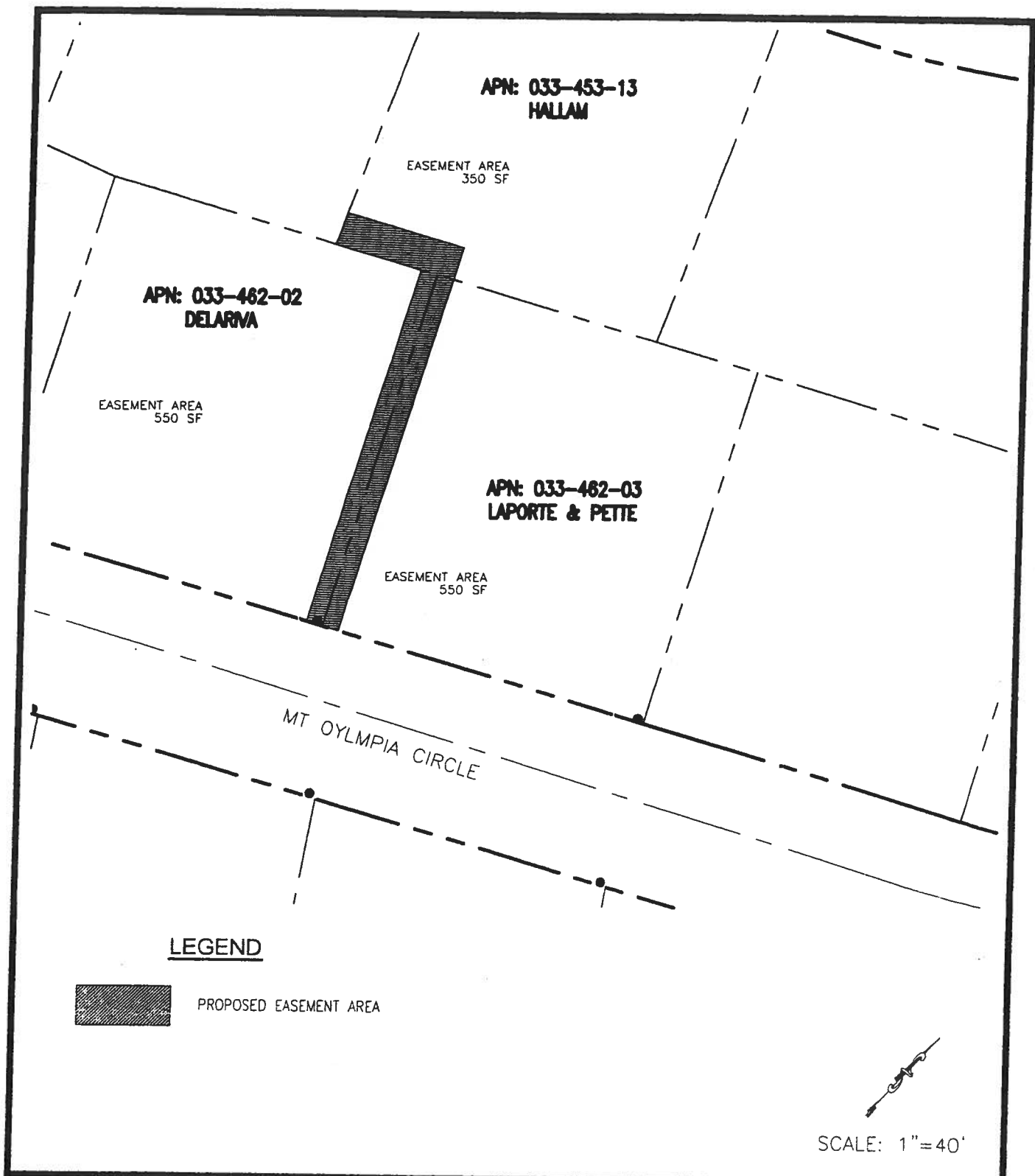
Exhibit D
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INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

- Projec Title Angora 3 Erosion Control Project
1. Assessor Parcel Number: 033-462-02
2. Owner's Name: Mitch S. and Dawn M. Delariva
Address: 1311 Mt. Olympia Cir
South Lake Tahoe, CA 96150 3. Subdivision
Name: Mountain View Estates Unit No. 1
4. IPES Score: N/A
5. a. Assessed value: Land \$35,049* Improvements \$91,836*
b. Approximate % of parcel needed: 5%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) \$3,100**
6. Existing improvements, if any: single family residence
7. Reason for acquisition: Permanent easement to construct vegetated channel
8. a. Owner's willingness to cooperate: owner is willing to cooperate
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel without a drainage easement
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
Flows to property would continue-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.

*- From Assessor's roll

** - Based on current fair market land values




 <p>EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION</p>	<p>ANGORA 3B EROSION CONTROL PROJECT</p> <p>DRAINAGE EASEMENT 1319 MOUNT OLYMPIA CIRCLE (APN: 033-462-03)</p>		<p>FIGURE G3</p>
	<p>DATE: 4/06</p>	<p>PROJECT NO.: 95160</p>	

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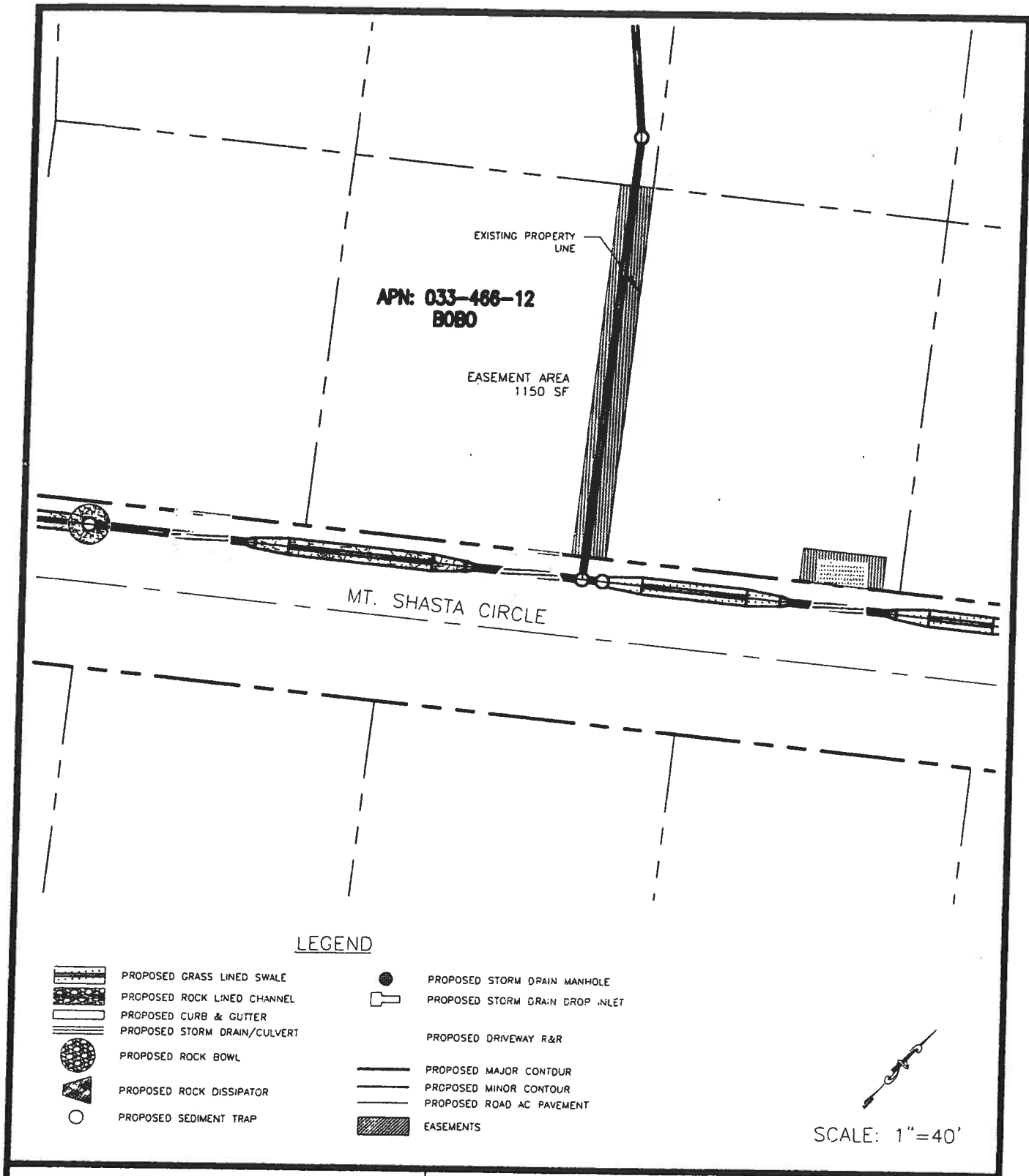
INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

Projec Title Angora 3 Erosion Control Project

1. Assessor Parcel Number: 033-462-03
2. Owner's Name: Patrick J. Laporte
Address: 1034 Emerald Bay Road PMB-191
South Lake Tahoe, CA 96150
3. Subdivision Name: Mountain View Estates Unit No. 1
4. IPES Score: N/A
5. a. Assessed value: Land \$150,000* Improvements: \$191,500
b. Approximate % of parcel needed: 5%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) \$3,100**
6. Existing improvements, if any: single family residence
7. Reason for acquisition: Permanent easement to construct vegetated channel
8. a. Owner's willingness to cooperate: unknown
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel without a drainage easement
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
Flows to property would continue-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.

*- From Assessor's roll

** - Based on current fair market land values



<p>EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION</p>	<p>ANGORA 3A EROSION CONTROL PROJECT CTC EASEMENT AGREEMENT EXHIBIT APN: 033-466-12</p>		<p>FIGURE G4</p>
	<p>DATE: 3/06</p>	<p>PROJECT NO.: 95160</p>	<p>BY: LKR</p>

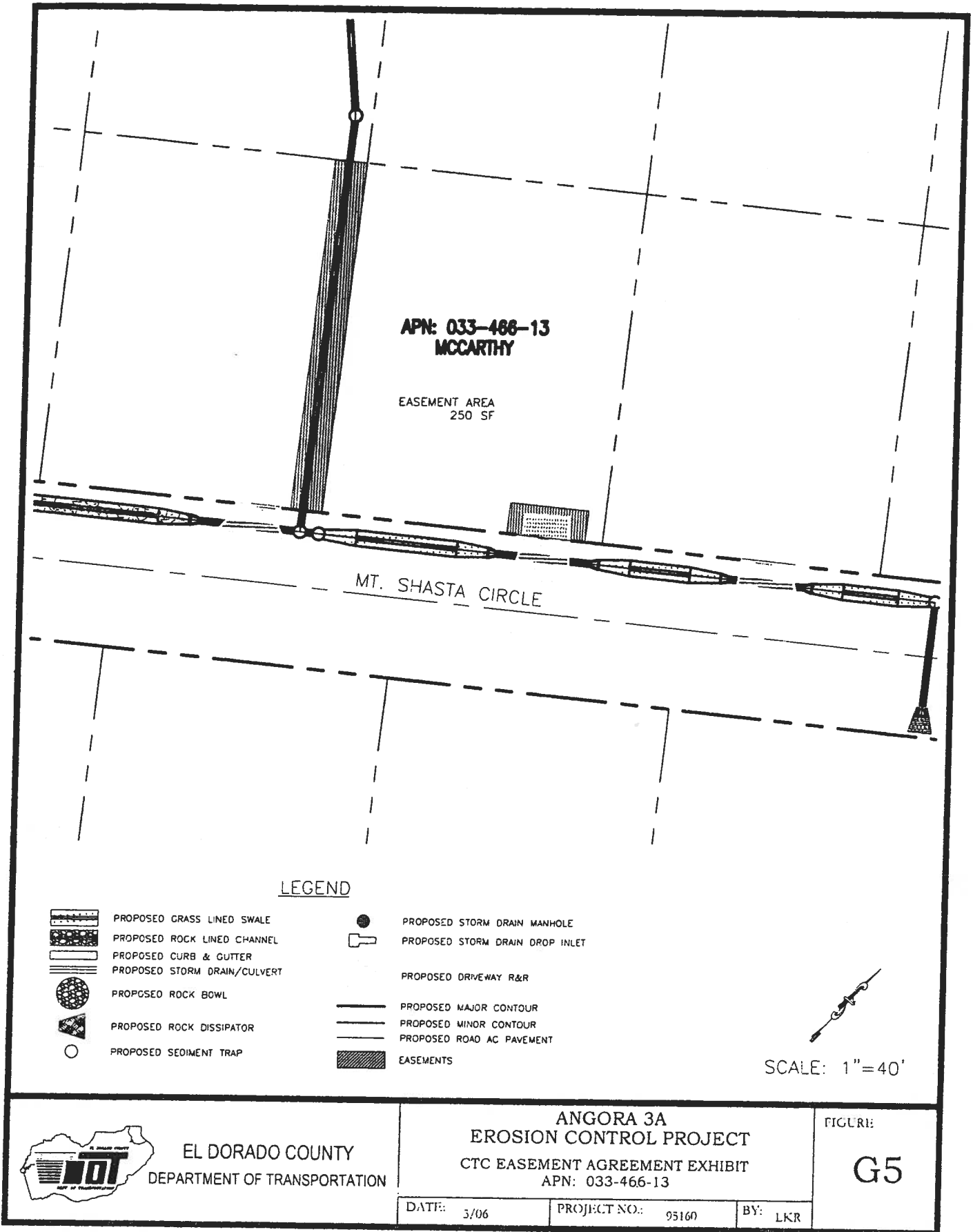
INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

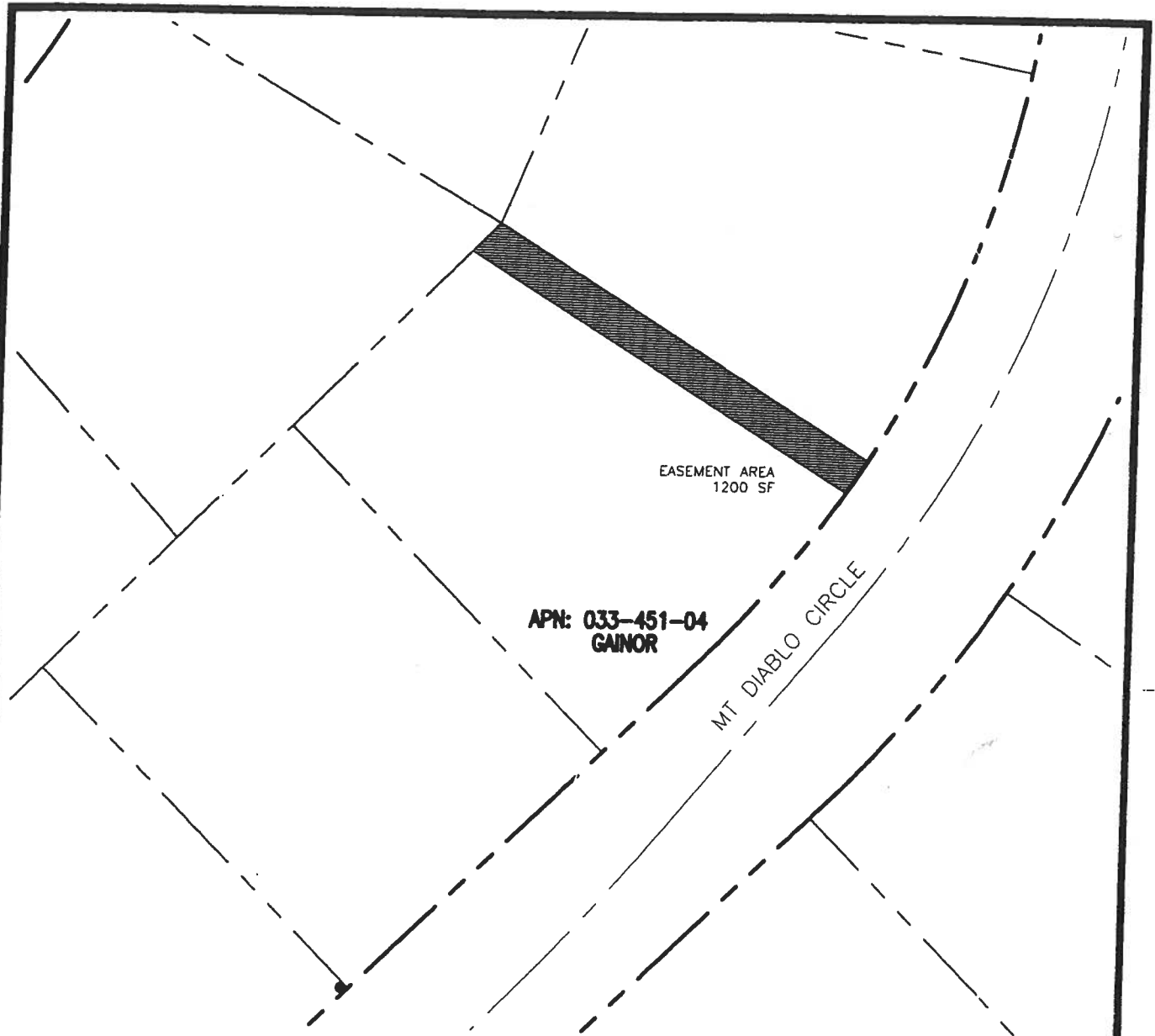
Projec Title Angora 3 Erosion Control Project

1. Assessor Parcel Number: 033-466-12
2. Owner's Name: Alana M. Bobo, Trustee, A.M. Bobo Trust
Address: 903 Wood Sorrel Dr
Petaluma, CA 94954
3. Subdivision Name: Mountain View Estates Unit No. 1
4. IPES Score: N/A
5. a. Assessed value: Land \$33,738* Improvements \$89,411*
b. Approximate % of parcel needed: 11%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) \$7,000**
6. Existing improvements, if any: single family residence
7. Reason for acquisition: Permanent easement to install pipe
8. a. Owner's willingness to cooperate: renter stated that owner is aware of and supports project
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel without a drainage easement
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
Flows to property would continue-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.

*- From Assessor's roll

** - Based on current fair market land values



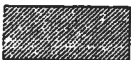


EASEMENT AREA
1200 SF

APN: 033-451-04
GAINOR

MT DIABLO CIRCLE

LEGEND



PROPOSED EASEMENT AREA



SCALE: 1"=40'



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

ANGORA 3B
EROSION CONTROL PROJECT

DRAINAGE EASMENT
1386 MOUNT DIABLO CIRCLE (APN: 033-451-04)

FIGURE:

G6

DATE: 4/06

PROJECT NO.: 95160

BY: CMD

Exhibit D
Page 11 of 18

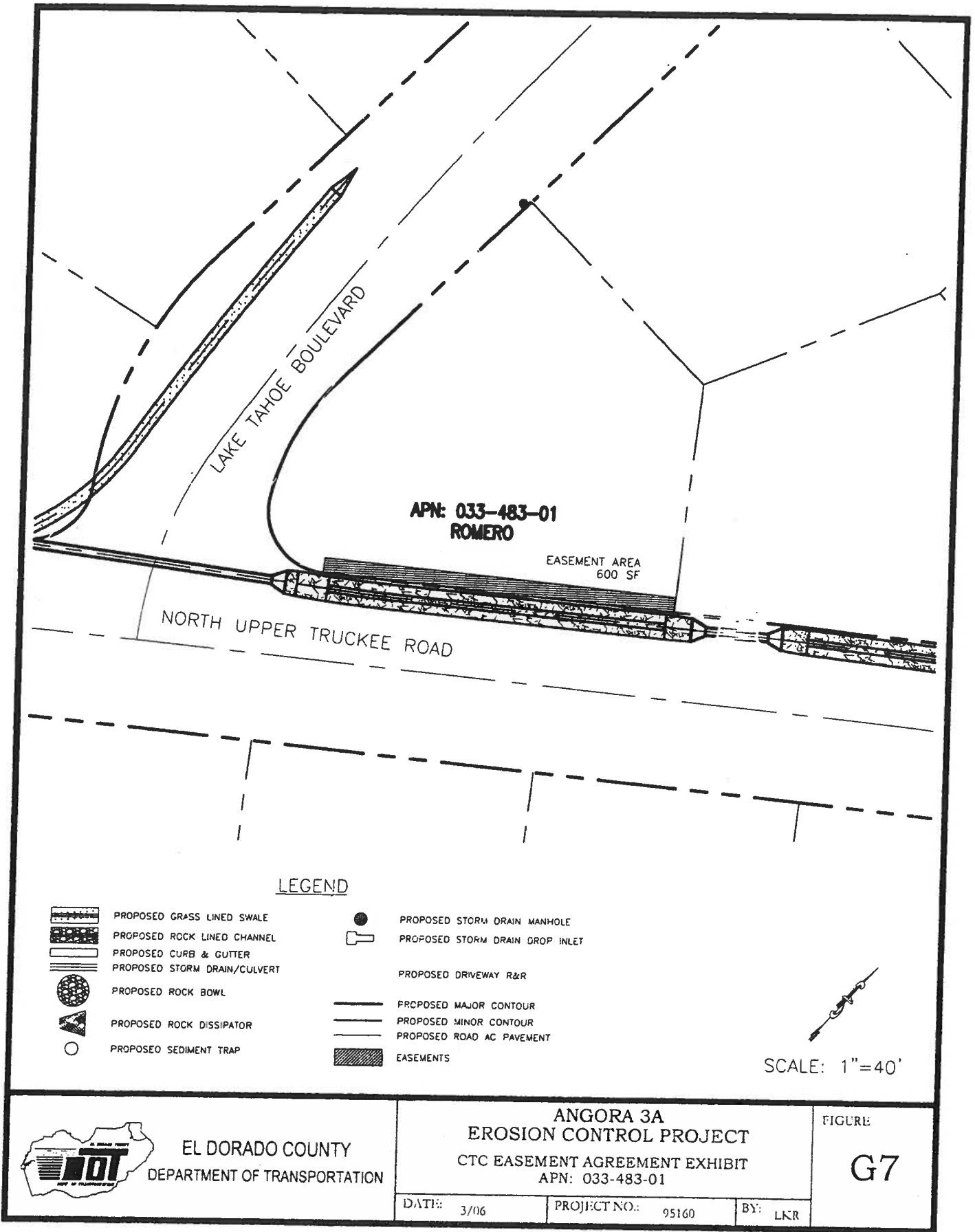
INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

Project Title Angora 3 Erosion Control Project

1. Assessor Parcel Number: 033-451-04
2. Owner's Name: Kevin Gainor
Address: 6669 Mount Holly
San Jose, CA 95120
3. Subdivision Name: Mountain View Estates Unit No. 4
4. IPES Score: N/A
5. a. Assessed value: Land \$127,500* Improvements \$185,640*
b. Approximate % of parcel needed: 11%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) \$7,000**
6. Existing improvements, if any: single family residence
7. Reason for acquisition: Permanent easement to construct channel
8. a. Owner's willingness to cooperate: unknown
b. Alternatives to acquisition (such as permit or right-of-entry):
Drainage now flows through this parcel without a drainage
easement.
c. If owner is unwilling to cooperate, can project still function by
redesigning? If yes, explain.
Flows to property would continue-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.

*- From Assessor's roll

** - Based on current fair market land values



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

ANGORA 3A
EROSION CONTROL PROJECT
CTC EASEMENT AGREEMENT EXHIBIT
APN: 033-483-01

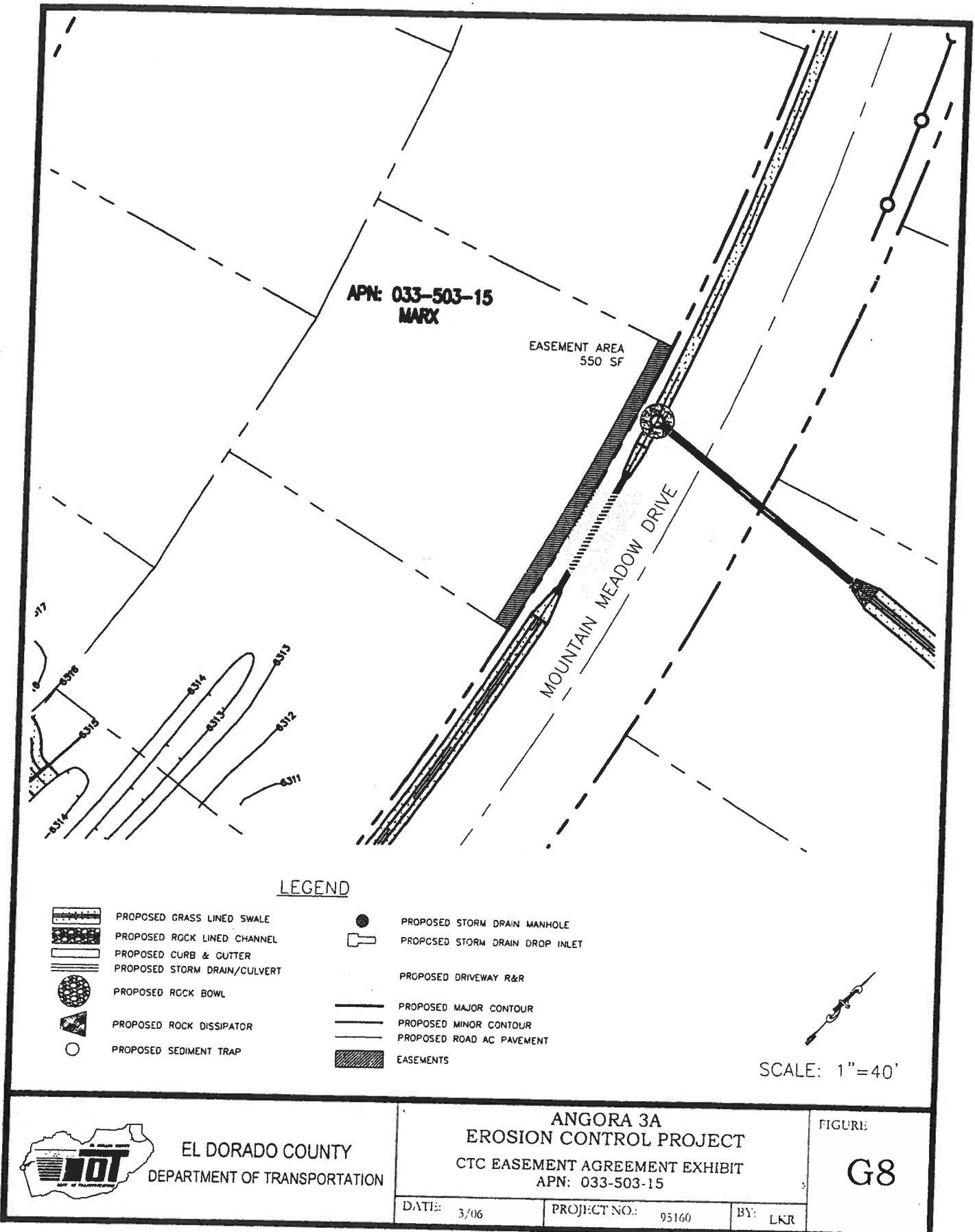
FIGURE

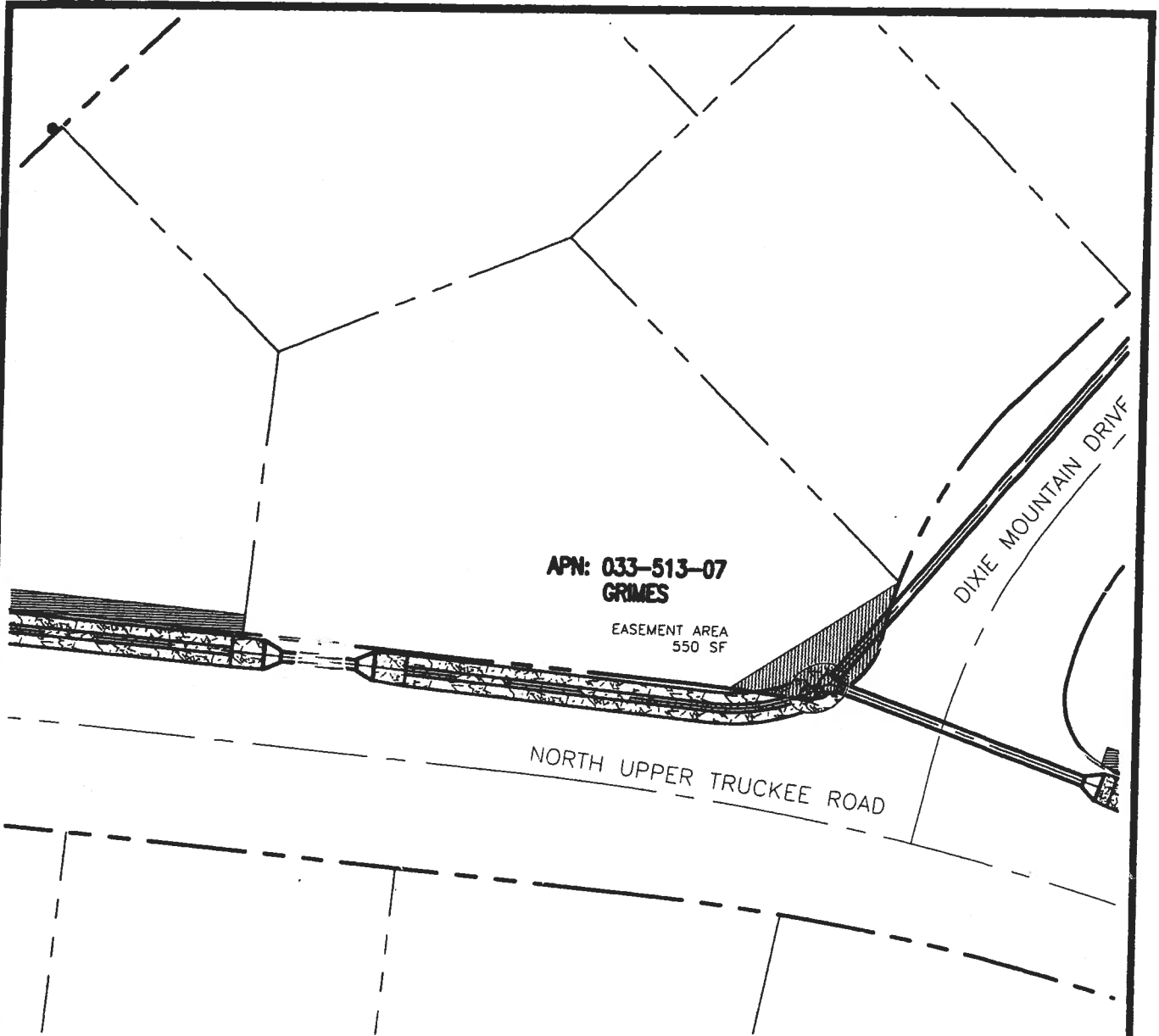
G7

DATE: 3/06

PROJECT NO.: 95160

BY: LKR





APN: 033-513-07
GRIMES
EASEMENT AREA
550 SF

DIXIE MOUNTAIN DRIVE

NORTH UPPER TRUCKEE ROAD

LEGEND

- | | | | |
|--|------------------------------|--|---------------------------------|
| | PROPOSED GRASS LINED SWALE | | PROPOSED STORM DRAIN MANHOLE |
| | PROPOSED ROCK LINED CHANNEL | | PROPOSED STORM DRAIN DROP INLET |
| | PROPOSED CURB & GUTTER | | |
| | PROPOSED STORM DRAIN/CULVERT | | PROPOSED DRIVEWAY R&R |
| | PROPOSED ROCK BOWL | | PROPOSED MAJOR CONTOUR |
| | PROPOSED ROCK DISSIPATOR | | PROPOSED MINOR CONTOUR |
| | PROPOSED SEDIMENT TRAP | | PROPOSED ROAD AC PAVEMENT |
| | | | EASEMENTS |

SCALE: 1" = 40'



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

ANGORA 3A
EROSION CONTROL PROJECT
CTC EASEMENT AGREEMENT EXHIBIT
APN: 033-513-07

FIGURE

G9

DATE: 3/06	PROJECT NO.: 95160	BY: LKR
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Exhibit D
Page 15 of 18

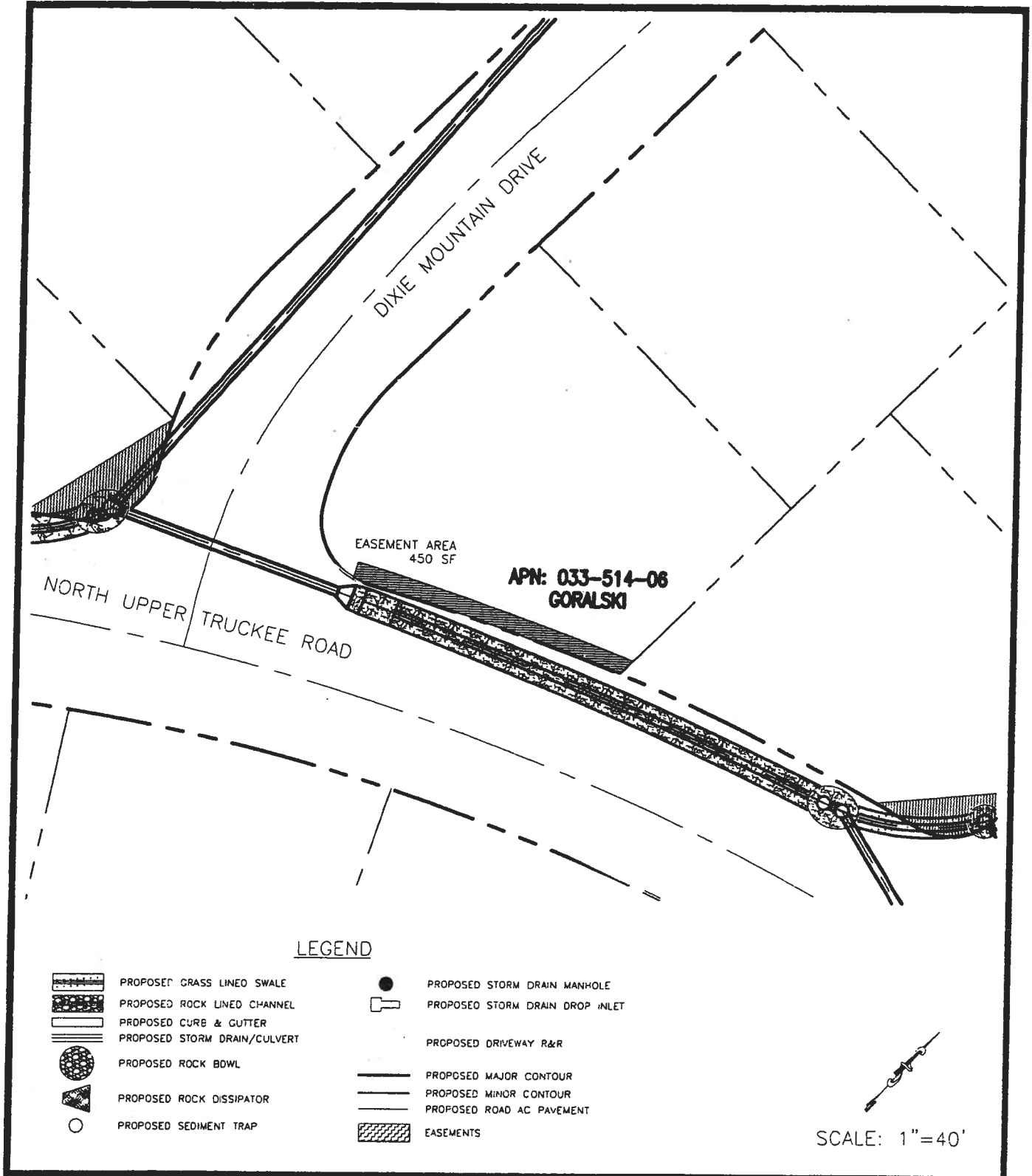
INFORMATION FORM FOR LAND ACQUISITION FOR EROSION CONTROL PROJECTS
(Use one form for each parcel.)

Project Title Angora 3 Erosion Control Project

1. Assessor Parcel Number: 033-513-07
2. Owner's Name: Gilbert Ward Grimes, Tr and Kay N. Grimes
Quesinberry, Tr Declaration of Trust of 12/28/01
Address: 145 Crissara Dr.
Watsonville, CA 95076
3. Subdivision Name: Mountain View Estates Unit No. 3
4. IPES Score: N/A
5. a. Assessed value: Land \$14,462* Improvements \$106,280*
b. Approximate % of parcel needed: 5%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) \$3,000**
6. Existing improvements, if any: single family residence
7. Reason for acquisition: Permanent easement to construct channel, sediment trap, and pipe
8. a. Owner's willingness to cooperate: unknown
b. Alternatives to acquisition (such as permit or right-of-entry):
None
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
The redesign would require additional pipe and junction structure(s) at a greater expense than planned.
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.

*- From Assessor's roll

** - Based on current fair market land values



LEGEND

- | | | | |
|--|------------------------------|--|---------------------------------|
| | PROPOSED GRASS LINED SWALE | | PROPOSED STORM DRAIN MANHOLE |
| | PROPOSED ROCK LINED CHANNEL | | PROPOSED STORM DRAIN DROP INLET |
| | PROPOSED CURB & GUTTER | | |
| | PROPOSED STORM DRAIN/CULVERT | | |
| | PROPOSED ROCK BOWL | | PROPOSED DRIVEWAY R&R |
| | PROPOSED ROCK DISSIPATOR | | PROPOSED MAJOR CONTOUR |
| | PROPOSED SEDIMENT TRAP | | PROPOSED MINOR CONTOUR |
| | | | PROPOSED ROAD AC PAVEMENT |
| | | | EASEMENTS |

SCALE: 1"=40'



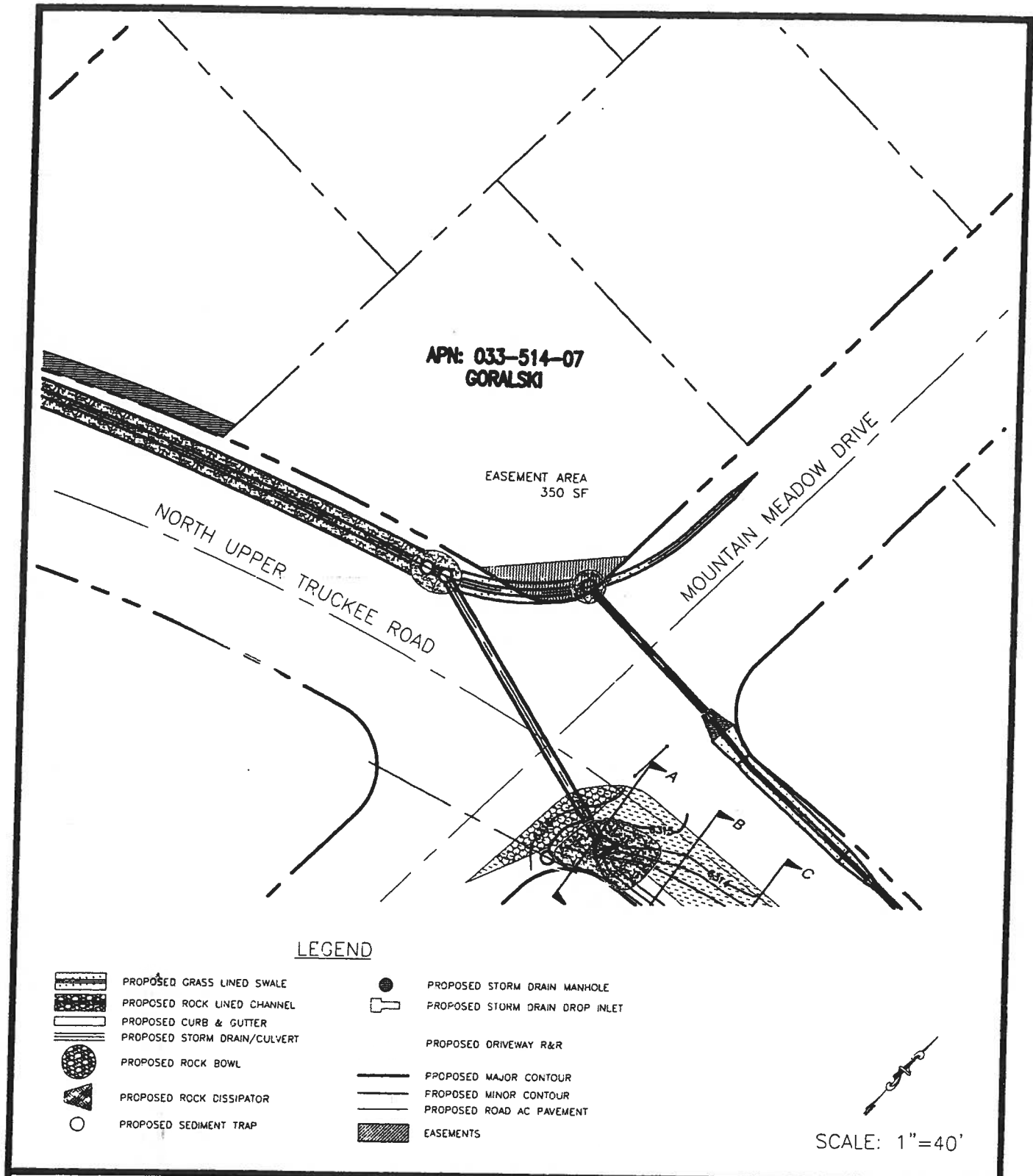
EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

ANGORA 3A
EROSION CONTROL PROJECT
CTC EASEMENT AGREEMENT EXHIBIT
APN: 033-514-06

FIGURE

G10

DATE: 3/06	PROJECT NO.: 95160	BY: LKR
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EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

ANGORA 3A
EROSION CONTROL PROJECT
CTC EASEMENT AGREEMENT EXHIBIT
APN: 033-514-07

FIGURE

G11

DATE: 3/11/06

PROJECT NO.: 95160

BY: LKR

Exhibit D
Page 18 of 18

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

Project Title Angora 3 Erosion Control Project

1. Assessor Parcel Number: 033-514-07
2. Owner's Name: Ronald J. Goralski, Jr.
Address: 1328 Dixie Mountain
South Lake Tahoe, CA 96150
3. Subdivision Name: Mountain View Estates Unit No. 3
4. IPES Score: 0
5. a. Assessed value: Land \$2,028* Improvements N/A
b. Approximate % of parcel needed: 4%
c. Current fair market value of portion of parcel needed
(circle one: fee easement) \$2,500**
6. Existing improvements, if any: none
7. Reason for acquisition: Permanent easement to construct channel, sediment trap, and rock bowl
8. a. Owner's willingness to cooperate: unknown
b. Alternatives to acquisition (such as permit or right-of-entry):
None
c. If owner is unwilling to cooperate, can project still function by redesigning? If yes, explain.
The redesign would require adding pipe and junction structure(s) at a greater expense than planned.
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.

*- From Assessor's roll

** - nominal easement value since zero IPES

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).

EXHIBIT F

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.: _____

Employee Labor Costs \$/hr x Hours=Amount

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.

AGREEMENT SUMMARY
STD 215 (NEW 02/98)

AGREEMENT NUMBER CTA-05024	AMENDMENT NUMBER
--------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME COUNTY OF EL DORADO	2. FEDERAL I.D. NUMBER 94-6000511
--	---

3. AGENCY TRANSMITTING AGREEMENT CALIFORNIA TAHOE CONSERVANCY	4. DIVISION, BUREAU, OR OTHER UNIT N/A	5. AGENCY BILLING CODE 10320
---	--	--

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Steve Goldman 530-543-6016

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) N/A Local Assistance Grant

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Local assistance grant to the County of El Dorado.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
Local Assistance grant to the County of El Dorado for acquisition of real property for the Angora 3 Erosion Control Project.

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Prop. 50, Water Code 79500	3125-101-6031	05-06	38/05	2005	\$78,210
					\$
					\$

OBJECT CODE 666/751	AGREEMENT TOTAL \$ 78,210
------------------------	------------------------------

OPTIONAL USE 60330	AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 78,210
-----------------------	---

<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0
---	--

ACCOUNTING OFFICER'S SIGNATURE <i>[Signature]</i>	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE \$ 78,210
--	-------------	--

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	05/19/06	06/30/26	\$ 78,210	EXEMPT
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 78,210	

(Continue)

AGREEMENT SUMMARY

STD. 215 (NEW 02/98)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)* LOCAL ASSISTANCE GRANT
(Attach STD. 821) PCC Sect. 10340(b) Government Agency

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A

FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE PCC§ 10410 AND 10411 DEALING WITH CONFLICT OF INTEREST BEEN COMPLIED WITH?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
 B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*NO *(Explain below)*

- YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.

- We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain: N/A Local Assistance Grant

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO YES

al Assistance Grant

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

09-1264.D.39

Exhibit A

California Tahoe Conservancy
Agenda Item 8
May 19, 2006

**EROSION CONTROL GRANTS AUTHORIZATION
FY 2005-2006**

Summary: Staff is seeking authorization to award up to \$7,301,793 in grants to Placer County, El Dorado County, and the City of South Lake Tahoe for the 10 erosion control projects described in the accompanying staff report and attachments. These grants will fund the 2005-06 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 Attachments 3 and 6.

Location: The 10 projects are located throughout the California side of the Lake Tahoe Basin, in Placer and El Dorado counties (Attachment 1).

Fiscal Summary:

Total Requested Amount:\$7,301,793

Source of Funds: Proposition 50

Recommended Action: Adopt Resolution No. 06-05-07 (Attachment 7) authorizing the award of up to \$7,301,793 in grants for the 10 erosion control projects described below, and make the findings that the projects for which Negative Declarations were prepared will have no significant negative effects on the environment.

Background: In July 2005, 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 2005-2006 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). Ten

applications totaling \$7,301,793 were received from Placer and El Dorado counties and the City of South Lake Tahoe for the following projects:

Placer County

- **Tahoe Pines Area B** (site improvement grant)
- **Tahoe Estates** (site improvement grant)
- **Lake Forest Area A** (acquisition and site improvement grants)
- **Lake Forest Area B** (planning grant)
- **Tahoe City Residential** (planning grant)

El Dorado County

- **Angora 3** (acquisition and site improvement grants)
- **Sawmill 2** (planning grant)
- **Lake Tahoe Boulevard** (planning grant)

City of South Lake Tahoe

- **Rocky Point Phases 3 and 4** (acquisition grant)
- **Sierra Tract Phase 1** (acquisition grant)
- **Sierra Tract Phases 3 and 4** (planning grant)

Attachment 2 contains a breakdown of the funding recommendations by project. Attachment 3 contains a brief description and map of each project. Attachment 4 is a list of the proposed easement and fee title acquisitions of privately-owned parcels for all of the projects. Attachment 5 lists Conservancy parcels proposed for issuance of license agreements related to the construction of erosion control improvements. Attachment 6 contains the California Environmental Quality Act CEQA documents that were prepared by the Conservancy staff for these projects.

The grant applications and the (CEQA) documents prepared by the applicants are available for public review at the Conservancy's office, 1061 Third Street, South Lake Tahoe, CA 96150. Copies will also be available for review at the May 19, 2006 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 2005, the Board authorized \$7,500,000 for the 2005-2006 round of the Soil Erosion Control Grants program.

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. EIP projects are designated by a project number, which corresponds to a geographic area in the Lake Tahoe Basin. Each designated area 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) and Tahoe Regional Planning Agency (TRPA). Staff also conducted a project review meeting with Lahontan, TRPA, U.S. Forest Service, and applicant agency staff. The projects were presented to the reviewers at this meeting, and questions were answered.

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 being 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.

The acquisition funding being recommended for board approval will enable critical parcels and easements 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 \$7.3 million being recommended for funding at this time, approximately \$4.3 million is for the construction of site improvements and \$3 million is for property acquisition and planning. The funding for site improvements will result in the construction 1.3 miles of curb and gutter, 2.1 miles of rock-lined and vegetated channels, 2.4 acres of revegetation, 55 sediment traps and water quality treatment basins, 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 future years.

Fiscal Issues: As stated above, in July 2005 the board authorized grants for up to total of \$7,500,000. Because Placer County has \$198,207 in acquisition funding remaining in the Lake Tahoe Park project that is no longer needed, as acquisitions for the project have been completed, the county has requested that this funding be disencumbered and re-encumbered into the Lake Forest project budget for acquisitions needed for that project. Staff supports this fund transfer and plans to process the necessary paperwork in the near future. As a result of the additional \$198,207 made available by this fund shift, the total amount of new grant funds being requested and recommended in this grant cycle is \$7,301,793, rather than \$7,500,000.

Thus, an additional \$198,207 will be available for erosion control grants this year and beyond. Staff recommends that this amount be kept in reserve for future erosion control grants, based on need. For example, if the construction bid for a site improvement project comes in higher than expected, these funds could be used to supplement the prior grant so that a construction contract can be awarded.

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 5 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, through 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. In addition, where appropriate, all site improvement and land acquisition projects within a jurisdiction will be governed by a single grant agreement for each type of activity rather than separate agreements for each individual project. This approach gives the Conservancy and grantees flexibility to transfer funds between projects, upon board notification, to meet funding needs identified in the final design, permit and bid stages of a project. Staff must approve such transfers.

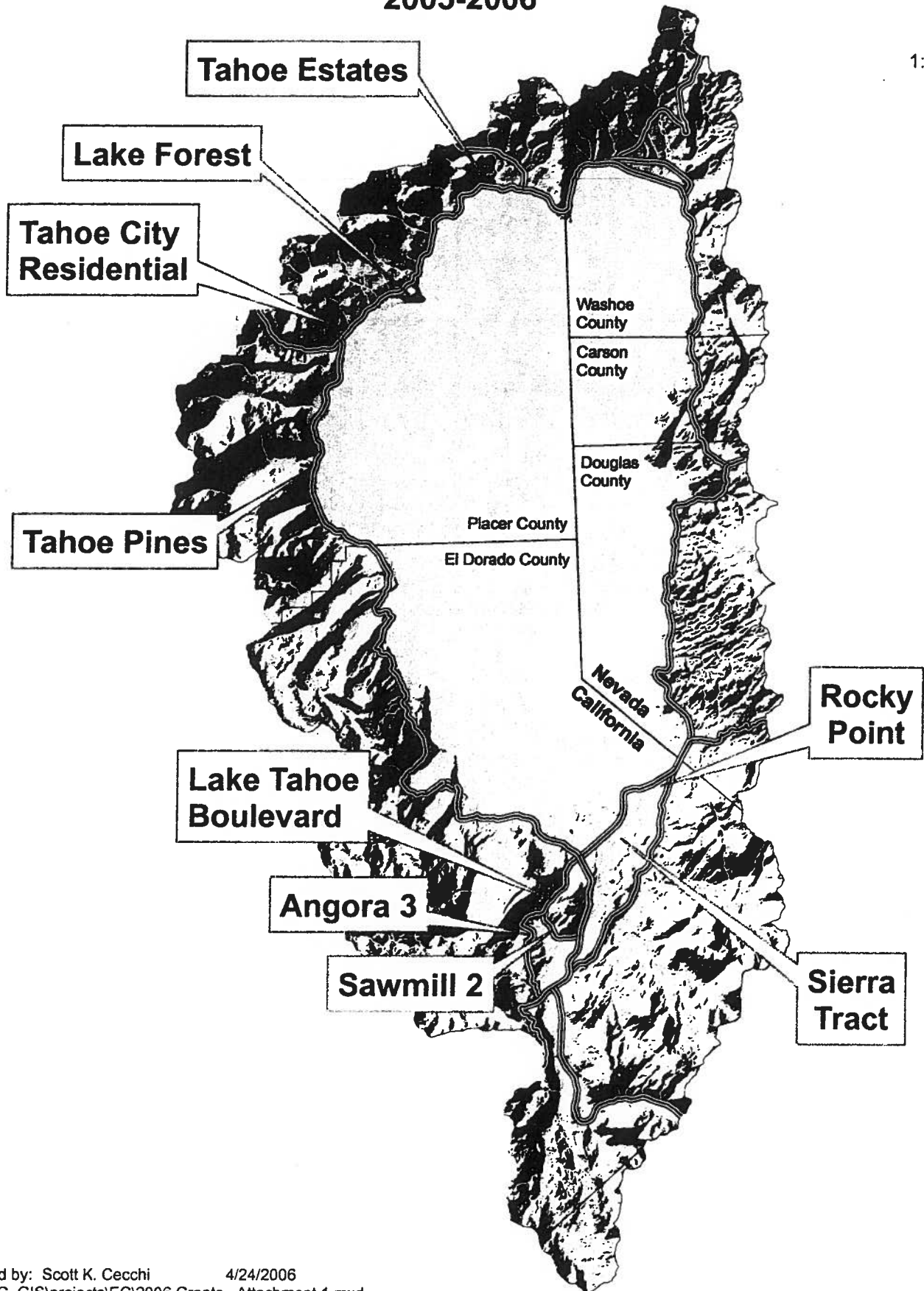
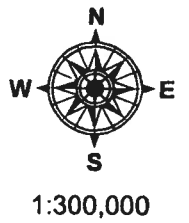
Additionally, it should be noted that the lists of parcels and the project budgets and schedules in the project descriptions are preliminary. Final project design may alter the need for the acquisition of particular parcels or the allocation of funds between major budget items. However, such changes 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, or upon board notification, applied to another project included in the same grant.

LIST OF ATTACHMENTS

- Attachment 1 - Regional Map
- Attachment 2 - Funding Summary
- Attachment 3 - Project Descriptions
- Attachment 4 - Private parcels to be acquired by acquisition grants
- Attachment 5 - CTC parcels for possible license agreements
- Attachment 6 - CEQA notices
- Attachment 7 - Board Resolution

Conservancy Staff: Steve Goldman, Program Manager (530) 543-6016

Attachment 1 Erosion Control Project Locations 2005-2006



Drafted by: Scott K. Cecchi 4/24/2006
G:\CTC_GIS\projects\EC\2006 Grants - Attachment 1.mxd

ATTACHMENT 2
SUMMARY OF EROSION CONTROL FUNDING RECOMMENDATIONS FOR
FISCAL YEAR 2005/2006

	Grant Type	Jurisdictional¹	Discretionary²	Total
Placer County				
Tahoe Pines Area B	Site Improvement	\$500,000	\$0	\$500,000
Tahoe Estates	Site Improvement	\$100,000	\$0	\$100,000
Lake Forest Area A	Acquisition ³	\$51,793	\$0	\$51,793
Lake Forest Area A	Site Improvement	\$848,207	\$402,243	\$1,250,450
Lake Forest Area B	Planning	\$0	\$93,000	\$93,000
Tahoe City Residential	Planning	\$0	\$500,000	\$500,000
	Subtotals:	\$1,500,000	\$995,243	\$2,495,243
El Dorado County				
Angora 3	Acquisition	\$78,210	\$0	\$78,210
Angora 3	Site Improvement	\$1,421,790	\$1,106,360	\$2,528,150
Sawmill 2	Planning	\$0	\$81,000	\$81,000
Lake Tahoe Blvd.	Planning	\$0	\$103,000	\$103,000
	Subtotals:	\$1,500,000	\$1,290,360	\$2,790,360
City of South Lake Tahoe				
Rocky Point, Phases 3 and 4	Acquisition	\$1,000,000	\$0	\$1,000,000
Sierra Tract Phase 1	Acquisition	\$250,000	\$0	\$250,000
Sierra Tract, Phases 3 and 4	Planning	\$250,000	\$516,190	\$766,190
	Subtotals:	\$1,500,000	\$516,190	\$2,016,190
	Grand Totals:	\$4,500,000	\$2,801,793	\$7,301,793

¹ Each jurisdiction receives \$1,500,000 in allocated funds. The highest priority projects in each jurisdiction are recommended for the allocated jurisdictional funds.

² A total of \$3,000,000 in discretionary funding is available on a competitive basis, to all eligible applicants. Discretionary funds are distributed based on a number of factors including the ability to implement a project quickly, the cost-effectiveness and comprehensiveness of the project, the amount of planning and design work already completed, the significance of the problem to be addressed, and the support of affected property owners. Other factors affecting project ranking include the proximity to Lake Tahoe or other bodies of water, the priority given to the project by other agencies and staff, the value of monitoring to improve the effectiveness of current and future projects, and the availability of funding from other sources.

³ The Lake Forest Project will receive \$198,207 in disencumbered acquisition funds from the Lake Tahoe Park Project making the total funding available for acquisitions \$250,000 as requested by Placer County in their grant application.

Attachment 3

Project Descriptions

Angora 3 Erosion Control Project

Grant Type: Acquisition and Site Improvement

Applicant: El Dorado County

Recommended Funding for Acquisition: \$ 78,210

Recommended Funding for Site Improvement: \$ 2,528,150

Schedule: Acquisitions will be completed by December 2006. Construction of the project will begin in July 2006 and be completed by October 2007.

Location: The Angora 3 Erosion Control Project is located in the south shore area of El Dorado County and begins where Angora Creek crosses Lake Tahoe Boulevard. It includes Mt. Rainier Drive and a portion of North Upper Truckee Road. The project area is generally bounded by Angora Creek to the north, Mt. Rainier Drive and Pyramid Circle to the west, North Upper Truckee Road to the south, and Mountain Meadow Drive and View Circle to the east as shown on map 1 of the following maps.

Background: Planning for this project, which is EIP # 193, was initiated in 2000, and it is now at the final design stage. The Conservancy has provided \$539,300 in funding for the planning of this project, and TRPA Air and Water Quality Mitigation Funds have provided \$521,040 for the project's planning and construction. The Air Quality Mitigation Funds will cover the bike lane construction. 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 4 and further detailed in the grant application.

Due to the proximity of the project area to Angora Creek, a major tributary of the Upper Truckee River, there is currently a significant amount of storm water runoff and snowmelt that discharge directly into Angora Creek. The runoff and snowmelt contain high sediment and nutrient loads as a result of eroding slopes and eroding roadside ditches. In addition, road sand and cinders are heavily applied on various roads in the project area. The sand and cinders then find their way into the watercourses and contribute to the high levels of nutrients and sediment discharging into Angora Creek.

Proposed Improvements and Benefits: The preferred alternative that was developed involves stabilizing existing sediment sources, capturing road sand and cinders, treating and infiltrating storm water runoff and snowmelt, and completing the bike lane between North Upper Truckee Road and Lake Tahoe Boulevard and is shown on the following maps 2 through 4. Stabilizing slopes will be accomplished through the use of rock slope protection and revegetation. Various methods of flow spreading will be used at slopes downstream of some culvert outlets to slow flow, reduce erosion, and increase infiltration and treatment using the adjacent publicly-owned natural meadow areas. The County plans to salvage native wetland sod from CTC owned parcels in this area and transplant it to stabilize new channels as well as assist with revegetation efforts in the nearby Angora SEZ restoration project. By using vegetated swales for most of the 1.4 miles of proposed drainage conveyances, increased infiltration and treatment prior to discharge into Angora

Creek can be accomplished. Road shoulders that are either eroding or heavily compacted will be protected with peeler core fence and then re-vegetated. 2.2 acres will be treated with revegetation. A total of 1 mile of curb and gutter will be used in areas where there is a combination of either steep slopes, evidence of snowplow disruption, or eroding ditches. 28 Sediment traps will be used at culvert inlets to trap coarse sediment, and 2 water quality basins will be constructed to also trap sediment. Currently, a bike lane exists at the project boundaries on North Upper Truckee Road and on Lake Tahoe Boulevard; however, these two sections are not connected. By incorporating a class 2 or 3 bike lane into this erosion control project, these two bike lane sections will become connected, thus providing a bike lane that runs from Highway 50 to Clear View Drive, where it will then connect with the proposed Lake Tahoe Boulevard Bike Trail.

Seven permanent drainage easements and four temporary easements are proposed for acquisition as shown in Attachment 4 and on the following maps numbered 2, 3, and 4. Some of the owners of the parcels have not been contacted. Should the owners of the permanent easement parcels be unwilling to grant the easement to the County, the project can still continue, but redesign will be necessary at two locations. In most instances, there are existing drainage channels where the easements are proposed, so redesign would not be necessary.

The County plans to use publicly-owned parcels for a number of the erosion control and sediment control improvements, including flow spreaders, rock bowls, rock slope protection, and vegetated channels. Sod will be salvaged from some of the parcels for use not only on this project, but also for the Angora Creek Stream Environment Zone Restoration project. If the board approves this recommendation, staff proposes to grant licenses, to construct and maintain improvements on these parcels. Attachment 5 lists the Conservancy parcels the County proposes to use.

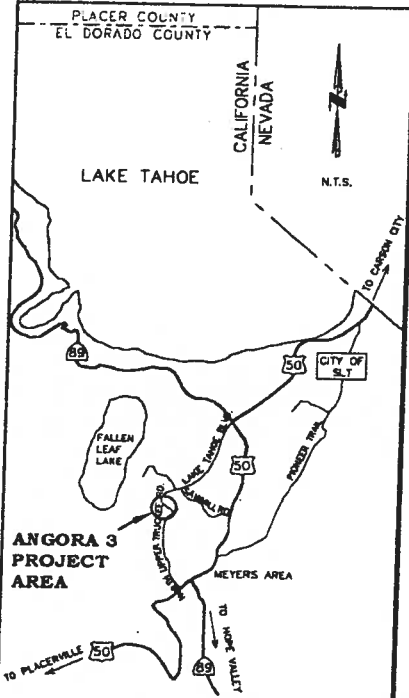
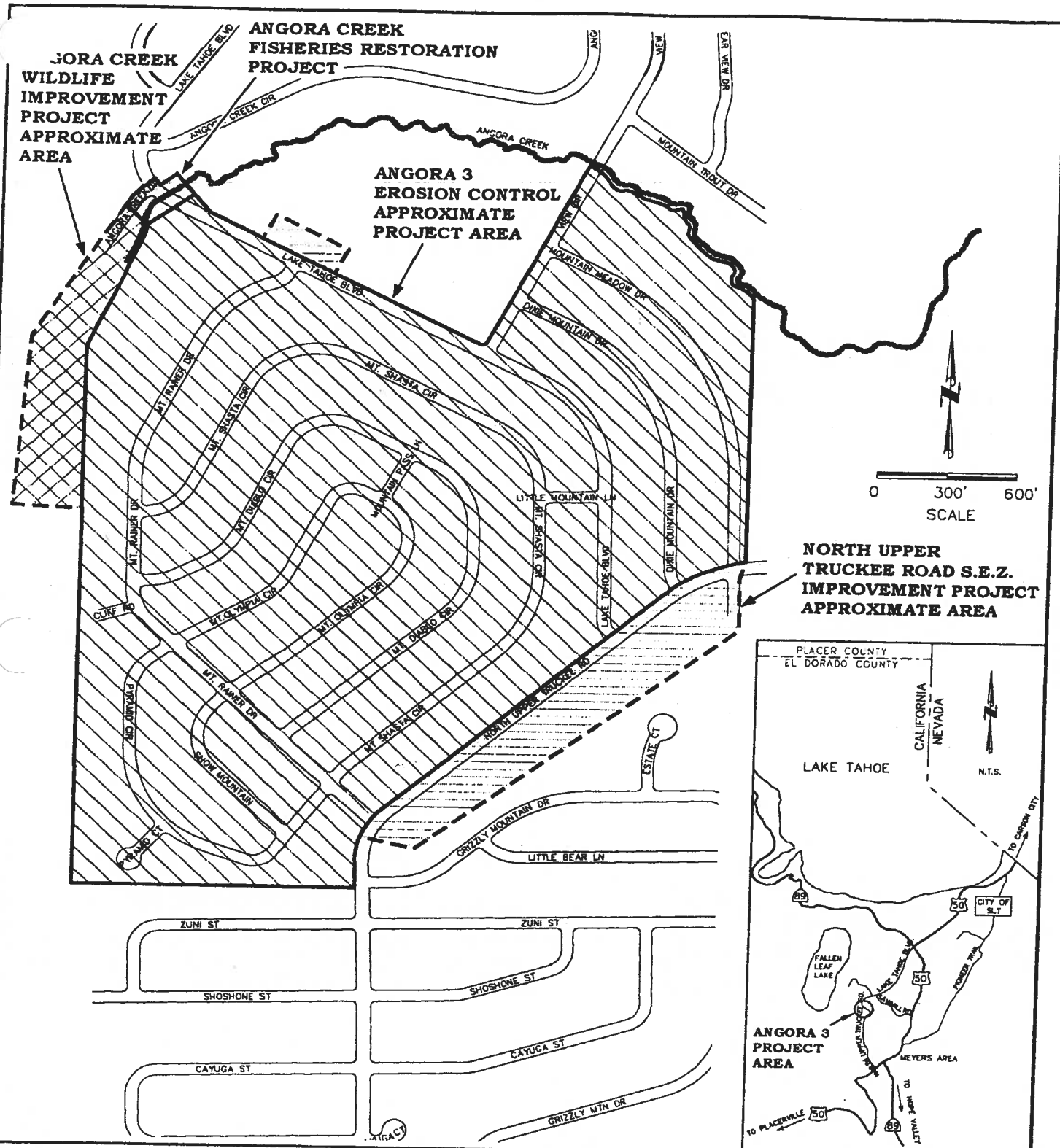
Since it will require more than one summer to construct the entire project, the County is proposing to construct the project in two phases, 3A and 3B, as shown on the following maps 2 through 4. Each phase can be completed during one construction season and has been delineated in order to address sub-watersheds within the project area.

Application: The grant application, which is available for review at the Conservancy's office in South Lake Tahoe, CA, describes the project in more detail, and includes a project schedule, a detailed budget breakdown, and site improvement plans.

California Environmental Quality Act (CEQA) Compliance: El Dorado County, acting as the Lead Agency, prepared a Mitigated Negative Declaration and Initial Study for this project, which was adopted by their board on March 21, 2006. A copy of this Mitigated Negative Declaration and Initial Study have been provided to the Board under separate cover and is available for public review at the Conservancy office, 1061 Third St., South Lake Tahoe, CA 96150. Pursuant to Section 15096 of the State CEQA Guidelines, the Conservancy is required to consider the environmental effects of a project as shown in a Negative Declaration prior to reaching a decision on the project. Staff has reviewed this Initial Study and Mitigated Negative Declaration and has determined that

this project, with the mitigation measures that have been incorporated into it, will not have a significant effect on the environment. Staff therefore recommends that the board make a finding that the project will have no significant effect on the environment. If the board concurs with this recommendation, staff will file a Notice of Determination with the State Clearinghouse in accordance with Section 15096 of the State CEQA Guidelines. Attachment 6 contains the Conservancy's proposed Notice of Determination.

Angora 3 Erosion Control Project Project Location (Map 1 of 4)



EL DORADO COUNTY
LAKE TAHOE OFFICE

**2005 CTC SI Grant Final Application
Angora 3 Erosion Control Project**

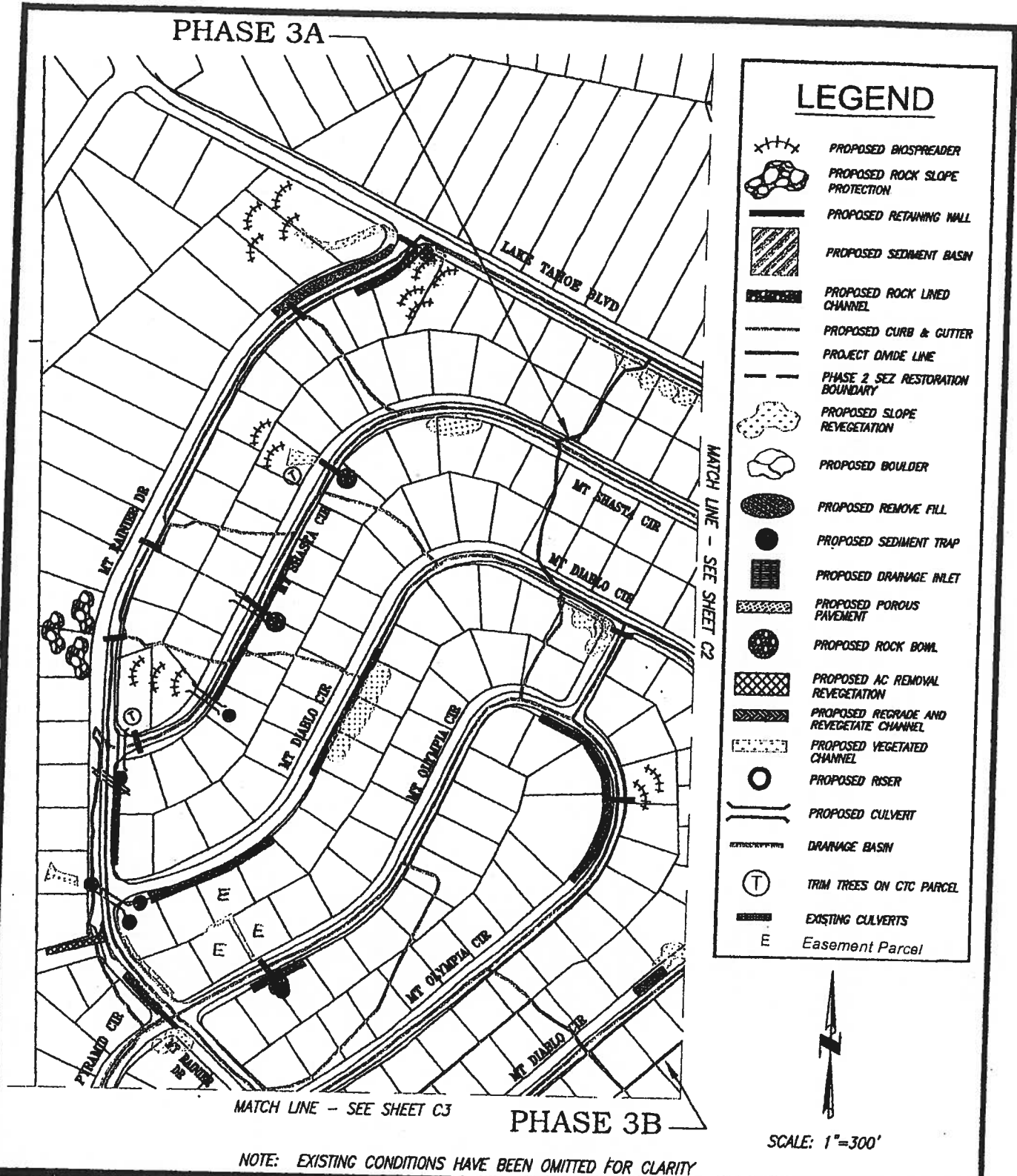
Figure
A-2

LOCATION MAP		
Date: 12/05	Project No.: 95160	BY: SPK

Angora 3 Erosion Control Project

Proposed Improvements and Acquisitions

(Map 2 of 4)



NOTE: EXISTING CONDITIONS HAVE BEEN OMITTED FOR CLARITY



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

2005 CTC GRANT FINAL APPLICATION
ANGORA 3 EROSION CONTROL PROJECT
PREFERRED ALTERNATIVE - SOLUTIONS
EL DORADO COUNTY, CALIFORNIA

FIGURE
C-1

DATE: 12/05	PROJECT NO.: 95160	BY: CMD
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






















Angora 3 Erosion Control Project

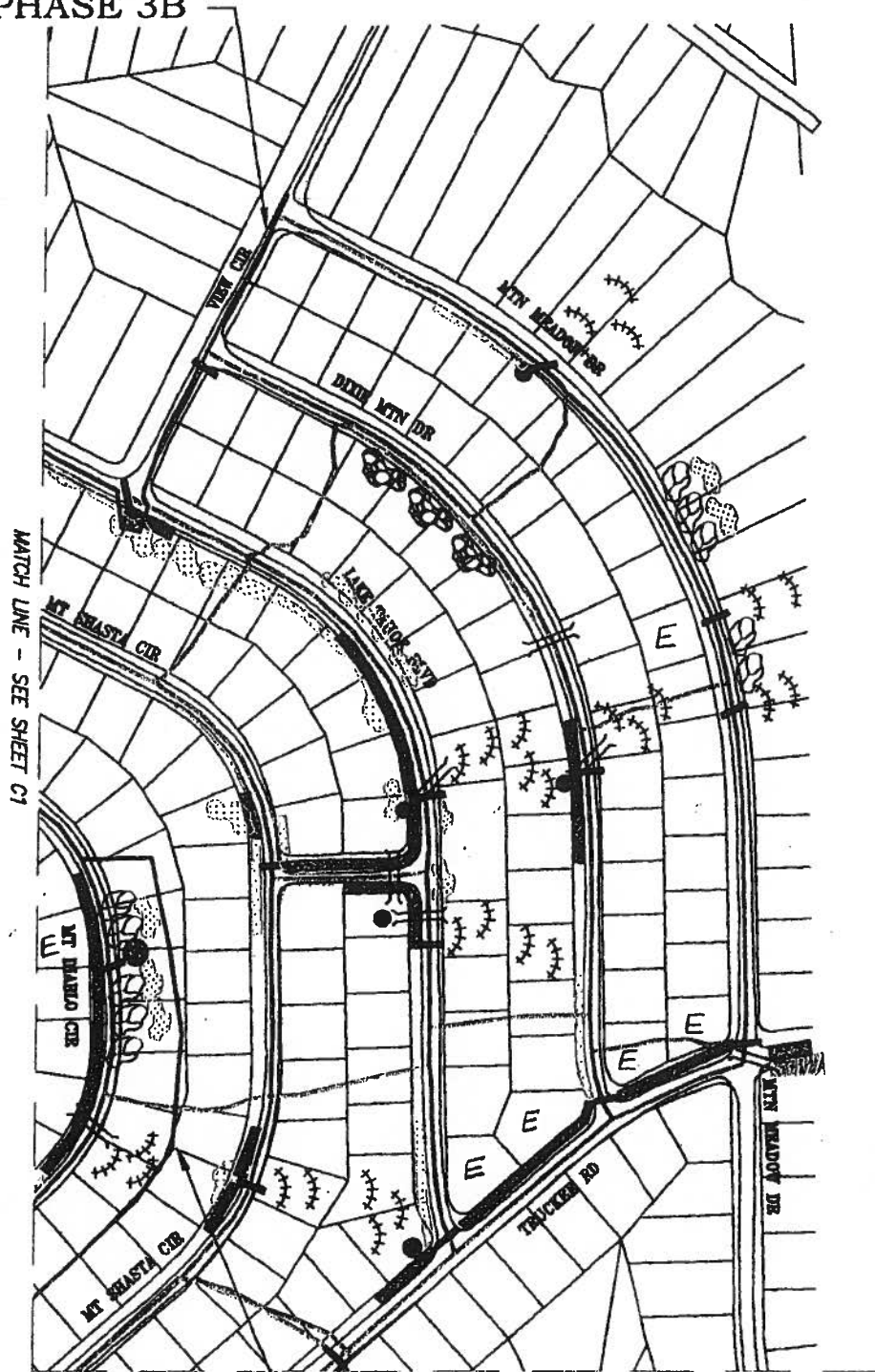
Proposed Improvements and Acquisitions

(Map 3 of 4)

PHASE 3B

LEGEND

-  PROPOSED BIOSPREADER
-  PROPOSED ROCK SLOPE PROTECTION
-  PROPOSED RETAINING WALL
-  PROPOSED SEDIMENT BASIN
-  PROPOSED ROCK LINED CHANNEL
-  PROPOSED CURB & GUTTER
-  PROJECT DIVIDE LINE
-  PHASE 2 SEZ RESTORATION BOUNDARY
-  PROPOSED SLOPE REVEGETATION
-  PROPOSED BOULDER
-  PROPOSED REMOVE FILL
-  PROPOSED SEDIMENT TRAP
-  PROPOSED DRAINAGE INLET
-  PROPOSED POROUS PAVEMENT
-  PROPOSED ROCK BOWL
-  PROPOSED AC REMOVAL AND REVEGETATION
-  PROPOSED REGRADE AND REVEGETATE CHANNEL
-  PROPOSED VEGETATED CHANNEL
-  PROPOSED RISER
-  PROPOSED CULVERT
-  DRAINAGE BASIN
-  TRIM TREES ON CTC PARCEL
-  EXISTING CULVERTS Easement Parcel



PHASE 3A

MATCH LINE - SEE SHEET C3

SCALE: 1"=300'

NOTE: EXISTING CONDITIONS HAVE BEEN OMITTED FOR CLARITY



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

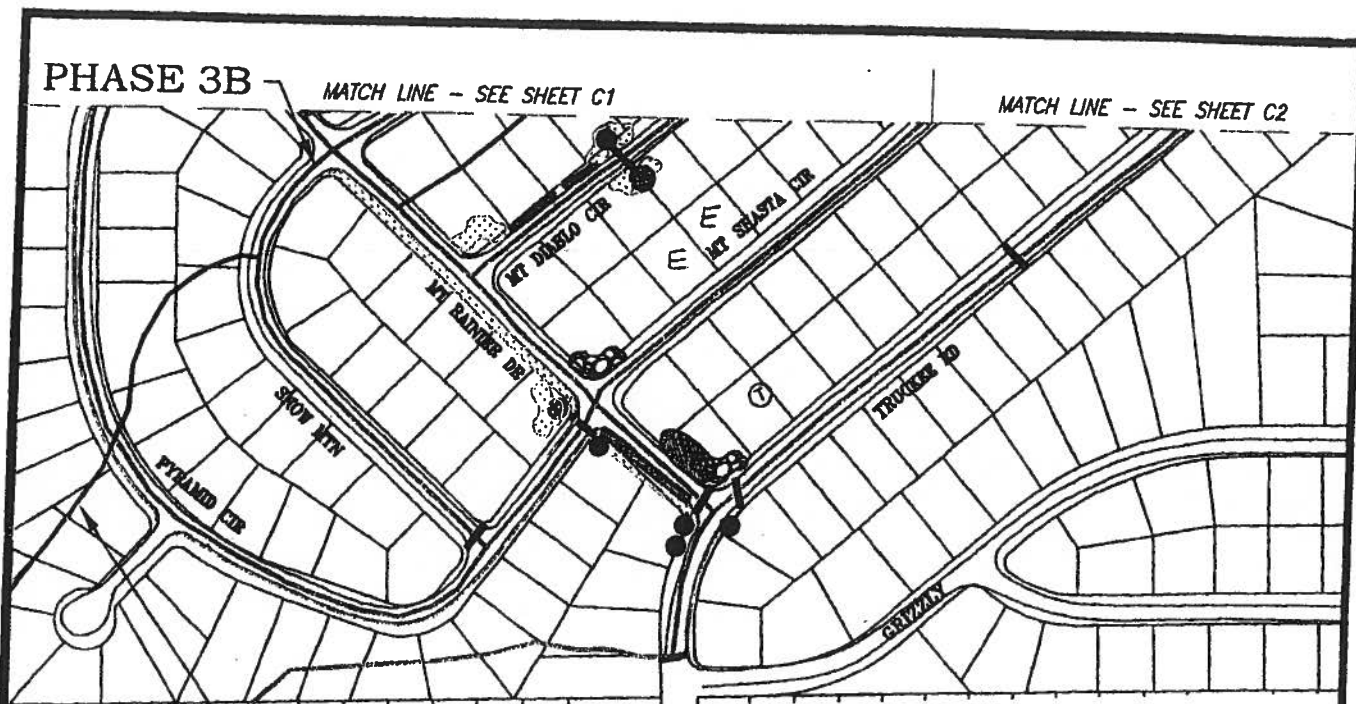
2005 CTC GRANT FINAL APPLICATION
ANGORA 3 EROSION CONTROL PROJECT
PREFERRED ALTERNATIVE - SOLUTIONS
EL DORADO COUNTY, CALIFORNIA

FIGURE
C-2

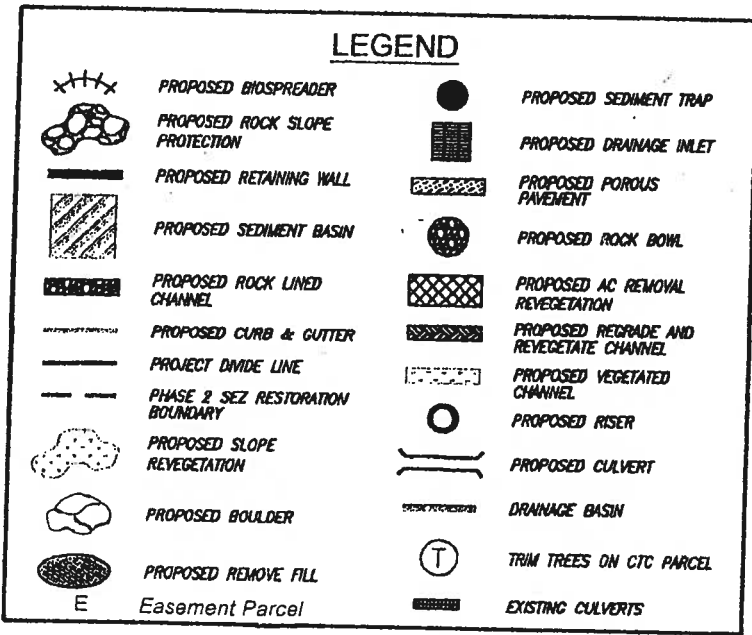
DATE: 12/05 PROJECT NO.: 95160 BY: CMD

Angora 3 Erosion Control Project Proposed Improvements and Acquisitions

(Map 4 of 4)



PHASE 3A



SCALE: 1"=300'

NOTE: EXISTING CONDITIONS HAVE BEEN OMITTED FOR CLARITY



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

2005 CTC GRANT FINAL APPLICATION
ANGORA 3 EROSION CONTROL PROJECT
PREFERRED ALTERNATIVE - SOLUTIONS
EL DORADO COUNTY, CALIFORNIA

FIGURE

C-3

DATE: 12/05	PROJECT NO.: 95160	BY: CMD
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ATTACHMENT 4
(Page 1 of 2)

Proposed Fee Title and Easement Acquisitions of Privately Owned Parcels

Placer County

Lake Forest Erosion Control Project – Proposed Easement Acquisitions

Placer County APN

093-071-001	093-071-010	093-071-011
093-071-012	093-072-023	093-073-001
093-340-002	093-340-007	093-340-008
093-072-026	093-072-006	093-310-024
093-092-002	093-092-001	

El Dorado County

Angora 3 Erosion Control Project – Proposed Easement Acquisitions

El Dorado County APN

033-453-13	033-462-02	033-462-03
033-466-12	033-451-04	033-514-07
033-513-07		

Angora 3 Erosion Control Project – Temporary Construction Easement Acquisitions

El Dorado County APN

033-466-13	033-483-01	033-503-15
033-514-06		

ATTACHMENT 4

(Page 2 of 2)

City of South Lake Tahoe

Sierra Tract Phase 1 Erosion Control Project – Proposed Fee Title Acquisition

El Dorado County APN

31-173-03

Rocky Point 3&4 Erosion Control Project – Proposed Fee Title Acquisitions

El Dorado County APN

29-181-15

29-181-22

29-181-26

29-181-30

29-373-05

29-402-13

29-402-31

29-412-14

29-161-01

Rocky Point 3&4 Erosion Control Project – Proposed Easement Acquisitions

El Dorado County APN

29-181-04

29-181-14

29-181-23

29-381-20

29-403-07

29-403-09

29-403-10

29-405-09

29-412-22

ATTACHMENT 5
(Page 1 of 3)

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

Placer County

Lake Forest Erosion Control Project

APN	Proposed Improvements
092-240-021	Rock dissipation structure toward the east end of the parcel, and a dissipation area toward the west end of the parcel.

Tahoe Estates Erosion Control Project

APN	Proposed Improvements
117-050-005	Geotechnical investigation needed. Some type of rock-lined channel or infiltration structure is likely.
117-050-006	Geotechnical investigation needed. Some type of rock-lined channel or infiltration structure is likely.
117-050-049	It is anticipated that an infiltration structure will be constructed on the property.

El Dorado County

Angora 3 Erosion Control Project

APN	Proposed improvements
033-466-07	Storm drain pipe, storm drain manhole, infiltration
033-466-10	Temporary Construction
033-474-05	Water Quality Treatment
033-474-11	Fill removal, rock lined channel, infiltration
033-484-01	Rock Bowl, Sediment Trap, Vegetated Channel, Storm Drain Pipe
033-484-16	Rock Lined Channel, Rock Infiltration Gallery, Grading, Rock Dissipator, Storm Drain Pipe, Water Quality Treatment
033-501-15	Vegetated channel
033-502-13	Revegetation
033-502-15	Revegetation
033-502-19	Vegetated Channel, Rock Bowl, Sediment Trap, sod salvage

ATTACHMENT 5
(Page 2 of 3)

033-503-01	Vegetated Channel, Water Quality Treatment, Grading, Rock Dissipator, Storm Drain Pipe, Sod Salvage
033-503-16	Rock Bowl, Grading, Water Quality Treatment, Sod Salvage
033-504-01	Vegetated Channel, Rock Dissipator, Storm Drain Pipe, Sod Salvage
033-512-05	Sediment Traps, Storm Drain Pipes, Water Quality Treatment, Basin Outlet Structure, Rock Dissipator
033-513-03	Vegetated Channel, Rock Dissipator, Storm Drain Pipe, Water Quality Treatment
033-513-09	Storm Drain Pipe, Rock Bowl
033-513-10	Storm Drain Pipe, Rock Bowl, Sediment Traps, Vegetated Channel
033-513-13	Vegetated Channel, sod salvage
033-514-12	Vegetated Channels, Rock Bowl, Grading, Water Quality Treatment, Sod Salvage
033-515-06	Sod Salvage
033-441-14	Rock Bowl, Revegetation
033-441-15	Rock Bowl, Revegetation
033-441-20	Revegetation
033-441-21	Revegetation
033-442-17	Revegetation, Water Quality Treatment
033-442-24	Water Quality Treatment
033-443-01	Rock Slope Protection, Revegetation
033-443-02	Rock Slope Protection
033-443-03	Rock Slope Protection
033-453-12	Vegetated Channel, Revegetation
033-453-14	Vegetated Channel, Revegetation
033-453-17	Revegetation
033-453-19	Revegetation
033-454-10	Sediment Trap, Rock Bowl, Revegetation
033-455-02	Sediment Trap, Rock Bowl, Revegetation
033-485-02	Revegetation
033-485-06	Water Quality Treatment
033-511-02	Water Quality Treatment

ATTACHMENT 5
(Page 3 of 3)

033-511-03	Revegetation, Rock Slope Protection
033-511-05	Rock Bowl, Revegetation, Rock Slope Protection
033-511-06	Revegetation, Rock Slope Protection
033-511-13	Revegetation
033-511-14	Revegetation
033-511-15	Vegetated Channel, Revegetation
033-511-17	Vegetated Channel
033-511-18	Revegetation
033-511-20	Revegetation
033-511-21	Vegetated Channel, Revegetation

Attachment 6

Conservancy-Prepared CEQA Documents:

Notices of Determination

And

Notices of Exemption

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: Angora 3 Erosion Control Project and Fisheries Enhancement Project

State Clearing House Number	Contact Person	Telephone Number
2005122039	Penny Stewart	(530) 543-6013

Project Location:

The Angora 3 Project is in El Dorado County and is bounded by Angora Creek to the north and North Upper Truckee Road to the south.

Project Description:

El Dorado County proposes to construct and maintain storm water facilities and implement erosion control practices in the Mountain View Estates subdivision, as identified in the Lake Tahoe Environmental Improvement Program. Also included in this project is a fisheries enhancement project in Angora Creek which will improve fish habitat and passage by removing and replacing degraded culverts under Lake Tahoe Blvd.

This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above described project on 5/19/2006 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 March 21, 2006 and a Notice of Determination was filed March 24, 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 Rd., South Lake Tahoe, CA 96150. The California Tahoe Conservancy reviewed and considered the Mitigated Negative Declaration that was prepared by the El Dorado County prior to project approval.
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. A California Department of Fish and Game Environmental Filing Fee was paid. A copy of the receipt is attached and has been filed with this notice.

Fish and Game Fees: See above

Date Received for Filing:

Steve Goldman
Program Manager
(May 19, 2006 Board Meeting)

Attachment 7

California Tahoe Conservancy
Resolution
06-05-07
Adopted: May 19, 2006

"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 \$2,495,243 for planning, site improvements, and acquisition of various interests in real property for the Tahoe Pines Area B, Tahoe Estates, Lake Forest Area A and Area B, and Tahoe City Residential Erosion Control Projects.

2. To the County of El Dorado

A total of \$2,790,360 for planning, site improvements, and acquisitions of various interests in real property for the Angora 3, Sawmill 2, and Lake Tahoe Boulevard Erosion Control Projects.

3. To the City of South Lake Tahoe

A total of \$2,016,190 for planning and acquisition of various interests in real property for the Rocky Point Phases 3 and 4, and Sierra Tract Phases 1, 3, and 4 Erosion Control Projects."

"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."

"The California Tahoe Conservancy has considered the environmental impacts of the proposed Angora 3 project as described in the Mitigated Negative Declaration and Initial Study adopted by the County of El Dorado, together with other information provided to the Conservancy, and finds that, with the proposed mitigation measures that have been incorporated into the project by the County, there is no substantial evidence that this project will have a significant negative effect on the environment."

"The California Tahoe Conservancy has considered the environmental impacts of the proposed Tahoe Pines (Area B, Saint Michael's Court), Tahoe Estates, and Lake Forest (Area A, Dollar Point) projects as described in the Mitigated Negative Declarations and Initial Studies adopted by the County of Placer, together with other information provided to the Conservancy, and finds that, with the proposed mitigation measures that have been incorporated into the project by the County, there is no substantial evidence that these projects will have a significant negative effect on the environment."

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 19th day of May, 2006.

In WITNESS THEREOF, I have hereunto set my hand this 19th day of May 2006.

Patrick Wright
Executive Officer