

**MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND  
SHINGLE SPRINGS BAND OF MIWOK INDIANS**

**INDIAN CREEK RANCH SUBDIVISION**

This Memorandum of Understanding and Intergovernmental Agreement (hereinafter “Agreement”) is between the **County of El Dorado**, a political subdivision of the State of California (“County”) and the **Shingle Springs Band of Miwok Indians**, a federally recognized Indian tribe (“Tribe”) (the County and the Tribe are collectively referred herein as “Parties”). This Agreement will be effective upon execution by both Parties.

**RECITALS**

1. The County and Tribe are parties to several agreements related to the development and operation of the gaming facility, gas station, and entertainment center on tribal trust land, also known as Shingle Springs Rancheria. In addition, the County and Tribe has a Funding Agreement, dated July 1, 2022, for emergency medical services provided by the County in response to 911 calls for incidents occurring on tribal trust land. It is the intent and understanding of the Parties that this Agreement is an independent and separate agreement from the other agreements which remain in full force and effect.

2. On April 27, 2022, the Tribe acquired in fee the parcels identified by Assessor Parcel Numbers 327-320-001, 327-320-002, 327-320-003, 327-320-004, 327-320-005, 327-320-006, 327-320-007, 327-320-008, 327-320-009, 327-320-010, 327-320-011, 327-320-012, and 327-320-013 located on the north side of Echo Lane, approximately 500 feet west of the intersection with Sayoma Lane, in the Placerville area, commonly known as the Indian Creek Ranch Subdivision (the “Property”). The Property is not contiguous to the Shingle Springs Rancheria.

3. Prior to the Tribe’s acquisition of the Property, on February 3, 2009, the El Dorado County Board of Supervisors (“Board of Supervisors”) approved the Indian Creek Ranch Tentative Subdivision Map (TM08-1472) and applicable Conditions of Approval, to create 75 single-family residential lots ranging in size from 1.00 to 2.5 acres, 11 open space lots, and one remainder lot. On May 18, 2022, the Board of Supervisors approved a Large Lot Final Map for the Indian Creek Ranch Subdivision (TM-F20-0006) to create a total of 13 large lots for the purpose of financing and phasing the development.

4. Subsequent to the Tribe’s acquisition of the Property, on October 11, 2022, the Board of Supervisors approved the Indian Creek Ranch Unit No. 1 Final Map (TM-F22-0001), creating a total of four residential lots ranging in size from 1.071 acres to 2.242 acres, and three lettered lots on property identified as Lot LL-1, Assessor’s Parcel Number 327-320-001. The Indian Creek Ranch Unit No. 1 Final Map is based on the 75 lots and 11 open space lots of the approved Tentative Subdivision Map. In order to

receive approval for the Indian Creek Ranch Unit No. 1 Final Map, the Tribe agreed to comply with the approved Tentative Map Conditions of Approval as noted in the Conditions of Approval Conformance Verification.

5. On March 10, 2023, the Tribe acquired in fee the parcel identified by Assessor Parcel Number 327-070-023, located contiguous to the Indian Creek Ranch Subdivision, directly on the east side of the properties contained in Indian Creek Ranch Unit No. 1 Final Map (Formerly 327-320-001) (together with the Indian Creek Ranch Subdivision “the Property”).

6. On August 24, 2024, the Tribe sent a letter to the Board of Supervisors requesting a Letter of Support to include the Property in a proposed Congressional bill that the Tribe has been working with Congressman McClintock to transfer certain Bureau of Land Management (“BLM”) land into trust for the benefit of the Tribe. The Property is adjacent to one of the BLM parcels and is proposed to be developed as housing for the 170 Tribal members currently on the Tribe’s housing waitlist.

7. The Parties entered into negotiations and have discussed the mutual benefits that could be derived from entering into an enforceable Agreement with respect to the development and use of the Property.

8. On September 24, 2024, the Board of Supervisors accepted the offer from the Tribe and approved a Letter of Support for the Indian Creek Ranch Land Transfer Bill in support of the Tribe’s efforts to expand housing for Tribal members, subject to the terms and conditions outlined in this Agreement.

9. This Agreement represents the Parties’ concerted effort to enhance their government-to-government relationship and to maintain a continuing relationship of mutual respect that is both positive and responsive to the Parties’ respective needs and responsibilities to provide essential services to all County residents, including Tribal members.

**NOW THEREFORE**, the Parties hereby agree as follows:

A. Non-Recurring Payment. The Tribe will pay the County one lump sum of \$750,000 within thirty (30) days of the adoption of the above-referenced Congressional bill placing the Property into trust for the benefit of the Tribe as compensation to the County for lost property tax revenues and other expenses when the Property is placed into trust through Congressional action rather than through the Bureau of Indian Affairs process.

B. Tribal Housing. The Tribe agrees to restrict development and use of the Indian Creek Ranch Subdivision to single-family residential dwelling units for Tribal members, which may include a limited number of townhome units not to exceed twenty percent (20%) of the total residential dwelling units in the subdivision. The 6.62 acre parcel identified by Assessor Parcel Number 327-070-023 located contiguous to Indian

Creek Ranch Subdivision is currently zoned residential with one dwelling unit and the Tribe agrees there will be no change or expansion of the parcel's current use other than as green or open space. The Tribe further agrees that no gaming activities will occur on the Property and except for essential services, such as health care, convenience store, or general store, available for Tribal family residents only and not the general public, no other commercial, industrial, or economic ventures will be developed or operated on the Property.

C. Gated Access. The Tribe agrees that access at all entrances and exits to the Property will be gated in conformance with the approved Tentative Subdivision Map Conditions of Approval No. 34 - Entry Gates, and that development of the Property as a gated subdivision will not obstruct any access by adjacent properties to existing public roads or streets.

D. Conditions of Approval. The Tribe also agrees to comply with certain Conditions of Approval, as described in **Exhibit A**, attached hereto and incorporated herein by reference.

E. Dispute Resolution.

1. Meet and Confer. In recognition of the government-to-government relationship of the Tribe and the County, the Parties hereby agree to use their best efforts to resolve any disputes that may arise under this Agreement through good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive relief against the other when circumstances reasonably warrant, the Parties hereby agree to work to resolve any disputes informally first, through a process of meeting and conferring in good faith. The Parties agree that such a process would foster cooperation and efficiency in the administration of and compliance with the terms of this Agreement. The dispute resolution process will proceed as follows:

(a) Either Party will give to the other Party, as soon as possible after an event giving rise to concern, a written notice specifically detailing the concern and issues to be resolved;

(b) No later than 10 days after the notice is actually received, the Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation, unless both Parties agree in writing to extend the time;

(c) If any dispute is not resolved to the Parties' mutual satisfaction within 30 calendar days of the first meeting, then either Party may seek to have the dispute resolved by a mediator, but neither Party is required to agree to submit to such mediation.

2. Judicial Resolution. Disputes that arise under this Agreement and that are not resolved through informal negotiation or mediation may be resolved in the United States District Court for the Eastern District of California (and all relevant courts

of appeal), assuming the existence of jurisdiction, or the Superior Court of the State of California, County of Sacramento or other Superior Court as described in Section F below. The Parties nonetheless agree that, except in the case of imminent threat to the public health or safety, they will take reasonable efforts to explore alternative dispute resolution before resorting to the judicial process.

3. Alternative Methods of Resolution. The above provisions may not be construed to preclude, limit, or restrict the Parties' ability to pursue, by mutual agreement, other methods of dispute resolution including, without limitation, binding or non-binding arbitration.

F. Limited Waiver of Sovereign Immunity. The Tribe hereby agrees to waive its sovereign immunity (and any requirement of exhaustion of tribal remedies) in favor of the County for the limited purpose of resolving any dispute arising out of this Agreement, and consents to the jurisdiction of certain courts solely for purposes of enforcing the terms of this Agreement. To that end, the Tribe consents only to the jurisdiction of the United States District Court for the Eastern District of California (and all relevant courts of appeal), or alternatively, to the jurisdiction of the Superior Court of California (and all relevant courts of appeal), for judicial resolution of disputes with the County over this Agreement. Notwithstanding the foregoing, the County and the Tribe agree that jurisdiction and venue for any such dispute shall be in (and the Tribe's waiver of sovereign immunity shall extend to) any superior court other than El Dorado County Superior Court unless it is determined by another superior court, *sua sponte* and without motion or suggestion by the County, that the action must be heard in El Dorado County Superior Court. The County agrees to jurisdiction and venue in Sacramento County Superior Court and will not assert that jurisdiction and venue lie in El Dorado County Superior Court unless there is no other superior court that will accept jurisdiction and venue for the matter. In no instance shall the waiver be read to extend to allow judicial enforcement of any kind against any assets of the Tribe. The waiver is further limited to the Tribe and shall not be construed as a waiver of any immunity of any elected or appointed officer, official, citizen, manager, employee, or agent of the Tribe. The Tribe does not agree to waive any aspect of its sovereign immunity with respect to actions by parties other than the County.

G. No Third-Party Beneficiaries. This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for a third party. The Parties agree no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

H. Notices. Any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered vi the U.S. Postal Service, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows or to such other place as each Party may designate by subsequent written notice to each other:

For the Tribe:

Chairperson  
Shingle Springs Rancheria Band of Indians  
5281 Honpie Road  
Placerville, CA 95667

For the County:

County of El Dorado Chief Administrative Officer  
El Dorado County  
330 Fair Lane  
Placerville, CA 95667

I. Additional Matters.

1. Amendments. This Agreement may be amended only by written instrument signed by the County and the Tribe and authorized by the Board of Supervisors and the Tribal Council.

2. Waiver. Failure by either party or any of its officers to take action with respect to any right conferred by, or any breach of any obligation or responsibility arising under, this Agreement will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

3. Authorized Representatives. The persons executing this Agreement on behalf of the Parties affirmatively represent that each has the requisite legal authority to enter this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of the Agreement.

4. Non-Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, following exhaustion of all appeals and pursuit of all remedies, regardless of the perceived or actual materiality of such provision the remainder of the Agreement will also be deemed invalid and unenforceable, the Agreement shall terminate, and the Parties agree to promptly renegotiate in good faith. In such event, the Agreement will not be subject to reformation or other legal or equitable remedy. The Parties expressly intend that a court of competent jurisdiction not substitute its determination with respect to the intent of the Parties.

5. County Contract Administrator. The County officer or employee with responsibility for administering this Agreement is Tiffany Schmid, Chief Administrative Officer, or successor.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

7. Entire Agreement. This document and the exhibits referred to herein constitutes the entire Agreement between the County and the Tribe and they incorporate or supersede all prior negotiations, representations, or other agreements, whether written or oral.

WHEREFORE, IN WITNESS THEREOF, the parties hereby execute and enter this Agreement on the last date indicated below with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Wendy Thomas  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David A. Livingston  
County Counsel  
El Dorado County

Dated: \_\_\_\_\_

**--SHINGLE SPRINGS BAND OF MIWOK INDIANS --**

By: \_\_\_\_\_  
Regina Cuellar  
Tribal Chairperson

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nicholas C. Bryson  
Attorney General  
Shingle Springs  
Band of Miwok Indians

Dated: \_\_\_\_\_

**EXHIBIT A**

**INDIAN CREEK RANCH CONDITIONS OF APPROVAL**



# CONDITIONS OF APPROVAL

Final Map TM-F20-0006 – Indian Creek Ranch Large Lot Final Map

TM08-1472-E– As approved by the Planning Commission May 26, 2016

## Conditions of Approval

### MITIGATION MEASURES

The following mitigation measures are required as a means to reduce potential significant environmental effects to a level of insignificance:

1. **MM AQ-1:** A Fugitive Dust Plan (FDP) Application with appropriate fees shall be submitted to and approved by the El Dorado County Air Pollution Control District (APCD) with appropriate fees and approved by the APCD prior to start of project construction.

Timing/Implementation: Prior to issuance of grading and building permits

Enforcement/Monitoring: El Dorado County Planning Services

*Tribe's response to accept or deny condition: The Tribe is willing to adopt an FDP but will not submit to the County for approval or pay fees. The Tribe is willing to provide a copy to the County.*

2. **MM BIO-1:** If construction activities (for either road development or lot development) are scheduled to commence within the typical breeding season for a bird of prey or Migratory Bird Treaty Act (MBTA) bird (March 1 through August 31), on-site pre-construction surveys for raptors and their nests shall be conducted by a qualified biologist. The biologist shall adhere to the following protocol:
  - The biologist shall survey for active nests in the construction footprint and in accessible areas within 250 feet of the construction footprint within 30 days prior to construction. If no active nest of a bird of prey or MBTA bird is found, then no further mitigation is necessary.
  - If an active nest of a bird of prey or MBTA bird is found, then the biologist shall flag a minimum 250-foot Environmentally Sensitive Area (ESA) around the nest if the nest is of a bird of prey, and a

minimum 100-foot ESA around the nest if the nest is of an MBTA bird other than a bird of prey.

- No construction activity shall be allowed in the buffer until the biologist determines that the nest is no longer active, or unless monitoring determines that a smaller buffer will protect the active nest. The buffer may be reduced if the biologist monitors the construction activities and determines that no disturbance to the active nest is occurring. The size of suitable buffers depends upon the species of the bird, the location of the nest relative to the project, project activities during the time the nest is active, and other project specific conditions.
- If a nest becomes active after construction has started, then the bird is considered to be acclimated to construction activity, and no further mitigation is required.

***Timing/Implementation:** Prior to issuance of grading and building permits the applicant shall include this measure as a note on all building plans and grading plans.*

***Enforcement/Monitoring:** El Dorado County Planning Services shall verify that the above measure has been incorporated on the plans prior to issuance of a grading permit. The Division shall coordinate with the applicant and/or biologist, assess the pertinent surveys/studies, and conduct on-site verification for conformance with this measure.*

***Tribe's response to accept or deny condition:** The Tribe accepts and agrees to this condition.*

3. **MM LU-1:** All areas designated on the tentative map as an "Open Space Lot" shall be zoned as Open Space as part of the rezone application. Minor deviations from approved exhibits shall be allowed as needed to accommodate roads and grading adjustments that may occur during development of final improvement plans and the final map.

***Plan Requirements/Timing:** Prior to final approval, the applicant shall amend the project description to request that all areas designated on the recorded final map as Open Space Lots be rezoned to an Open Space zoning district.*

***Compliance:** El Dorado County Planning Services shall incorporate the revised project description into all planning documents forwarded to the Planning Commission and Board of Supervisors. Prior to the issuance of any development permits (building or grading permits), the County shall amend zoning maps consistent with the tentative map submitted for recordation as the final map. Planning Services shall review submitted maps to ensure consistency with the intent of this condition of approval, which is that all*

*areas designated as an open space lot be zoned as such. The applicant shall be responsible for coordinating with El Dorado County Planning Services to ensure zoning maps have been updated consistent with the proposed final map.*

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

4. **MM NOI-1:** The applicant shall construct property line noise barriers measuring 6-7 feet high above the existing ground elevations for Lots 65, 66 and 71 consistent with the Bollard Acoustical Consultants, Inc. Environmental Noise Assessment prepared for the Indian Creek Ranch Single-Family Residential Development dated March 5, 2008. Alternatively, the applicant may provide El Dorado County Planning Services with updated acoustical analyses for these lots which provide for alternative methods of noise attenuation, including, but not limited to, siting of building envelopes on the final map outside areas of exposure in exceedance of General Plan Noise Element criteria (60 dB L<sub>dn</sub> for residential uses).

*Timing/Implementation: Prior to issuance of grading and building permits for individual lots 65, 66, and 71, El Dorado County Planning Services shall verify that building plans include noise barriers consistent with the requirements of the above-referenced noise study. Alternatively, updated analyses may be presented to Planning Services for review and approval that describe alternative methods of noise attenuation which shall be implemented as part of project development on identified lots.*

*Enforcement/Monitoring: El Dorado County Planning Services*

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

## **CONDITIONS OF APPROVAL**

### **Planning Services**

5. The project, as approved, consists of the following:

This rezone, planned development and tentative subdivision map are based upon and limited to compliance with the project description, the Planning Commission hearing exhibit marked Exhibits F-L & P (Rezone/Planned Development/Tentative Map) dated December 11, 2008, and conditions of approval set forth below. Any deviations from the project description, exhibits, or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above-described approval will constitute a violation of permit approval.

**Project Description:** The project includes a request for a zone change from Single-Family Three-Acre Residential (R3A) and Agriculture (A) to Estate Residential 5-acre planned development (RE-5-PD) and Single-Family Three-Acre Residential Planned Development (R3A-PD), a Phased Tentative Subdivision Map to create 75 residential lots ranging in size from 1.0 to 2.5 acres (with the exception of Lot 75 which comprises 5.02 acres and would be held to the development standards of the RE-5 zone district) and eleven lettered open space lots (to be combined and zoned open space) totaling 76.61 acres, and a Development Plan to allow clustering of lots and a reduction in the minimum parcel size of five acres in the RE-5 zone district and the minimum parcel size of three acres in the R3A zone district, to allow for a density bonus, to apply the development standards of the R1A zone district, and allow for a reduction in side yard setbacks to 10 feet, but maintain a total side yard setback of 30 feet per lot. Multiple or “phased” Final Maps are proposed to be filed pursuant to Government Code Section 66456.1. Access to the project would be provided by two road connections on Echo Lane. Emergency access would be provided by a road connection on Sundance Trail. The project proposes to use the Density Bonus provision for thirty (30) additional residential lots. Design waivers have been requested for modifications to DOT road standards. DOT supports the three requested design waivers.

The gross and net lot area shall comply with Table 1 below:

TABLE 1. Gross and Net Lot Areas									
Lot No.	Gross (S.F.)	area	Net (S.F.)	Area	Lot No.	Gross (S.F.)	Area	Net (S.F.)	Area
1	54,605		28,537		45	57,379		32,786	
2	43,862		24,820		46	55,169		33,967	
3	45,842		24,763		47	54,128		25,600	
4	46,398		27,724		48	69,593		34,684	
5	43,480		25,307		49	64,618		41,995	
6	45,328		26,343		50	54,577		29,774	
7	43,908		25,341		51	61,019		37,389	
8	45,328		23,239		52	52,224		29,165	
9	53,047		24,052		53	60,502		37,396	
10	45,988		22,802		54	55,787		30,150	
11	48,638		25,787		55	63,345		33,327	
12	50,025		30,792		56	77,685		31,695	
13	45,775		27,127		57	110,407		65,465	

14	49,829	30,158	58	65,020	35,657
15	51,167	31,324	59	50,157	28,194
16	52,229	31,233	60	48,101	28,432
17	67,328	31,146	61	47,474	28,375
18	60,685	31,206	62	46,963	28,282
19	57,964	30,867	63	49,294	28,243
20	46,155	27,505	64	46,089	27,472
21	50,224	27,303	65	46,563	26,238
22	47,079	24,376	66	84,817	50,756
23	53,944	22,254	67	48,546	24,445
24	55,560	33,301	68	46,407	24,843
25	49,146	27,295	69	46,893	24,765
26	52,366	22,499	70	50,002	19,251
27	46,464	27,648	71	52,072	24,562
28	53,340	22,959	72	50,951	30,202
29	59,068	26,087	73	46,656	22,188
30	50,011	30,126	74	53,639	22,645
31	52,915	29,918	75*	218,671	N/A
32	72,182	41,911	Open Space "A"	32.69 ac.	31.47 ac.
33	75,945	32,761	Open Space "B"	11.81 ac.	11.77 ac.
34	49,384	29,790	Open Space "C"	8.99 ac.	8.77 ac.
35	47,380	28,154	Open Space "D"	6.0 ac.	6.0 ac.
36	48,646	28,062	Open Space "E"	4.89 ac.	4.71 ac.
37	48,967	28,035	Open Space "F"	4.81 ac.	4.39 ac.
38	47,980	28,183	Open Space "G"	0.37 ac.	0.14 ac.
39	47,652	28,455	Open Space "H"	0.5 ac.	0.31 ac.
40	56,210	28,353	Open Space "I"	5.01 ac.	5.01 ac.
41	48,967	29,730	Open Space "J"	2.24 ac.	2.24 ac.
42	60,210	38,955	Open Space "K"	1.28 ac.	1.03 ac.
43	60,478	31,906	Remainder Parcel	7.13 ac.	7.13 ac.
44	53,936	31,840	*Lot 75 is not to be developed with this map and shall be required to adhere to the development standards of the RE-5 Zone District.		

The oak removal as part of construction of the on-site access road and future residential development of the site shall comply with Table 3 below:

<b>TABLE 3: Oak Canopy Removal Summary</b>		
Total Oak Canopy to be Removed (Acres)	Canopy Removed for Road Improvements (Acres)	Proposed Canopy Removed for Residential Development Envelopes (Acres)
11.93	5.78	6.15

The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the

protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval hereto. All plans (such as Landscape and Tree Protection Plans) must be submitted for review and approval and shall be implemented as approved by the County.

***Tribe's response to accept or deny condition: The Tribe partially accepts and agrees to this condition with changes. The Tribe will agree to a minimum lot size of 1 acre but denies the condition of limits on oak removal.***

6. All site improvements shall conform to Exhibits F-L.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

7. The developer shall pay the mitigation in-lieu fee or provide a replacement plan for all oak canopy removed as part of road and infrastructure improvements (Total 5.78 acres). The mitigation fee shall be paid at a 1:1 ratio as required by the Oak Woodland Conservation Ordinance and shall be based on the fee established by the Board of Supervisors. The applicant shall provide to Planning Services proof of payment of the mitigation in-lieu fee or replacement plan, prepared by a licensed arborist, prior to issuance of a grading permit or removal of any oak trees.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

8. The Final Subdivision Map shall include the following notes:
  - a. Oak tree removal required for lot development shall adhere to allocated estimates contained in Exhibit L (Oak Tree Removal Allocation). Individual property owners shall pay the mitigation fee or provide a replacement plan. Lot owners/developers shall demonstrate, consistent with guidelines contained in the Oak Woodland Conservation Ordinance, that proposed removals are consistent with the estimated allocation. Replacement plans shall be prepared by a licensed arborist at a 1:1 ratio as required by the Oak Woodland Conservation Ordinance and shall be based on the fee established by the Board of Supervisors.
  - b. Any oak canopy removal beyond that allocated in Exhibit L (Oak Tree Removal Allocation) for any individual lot within the subdivision, or allocated to the road or infrastructure improvements, shall pay the applicable mitigation fee or provide a replacement plan. Replacement plans shall be prepared by a licensed arborist at a

2:1 ratio as required by the Oak Woodland Management Plan and shall be based on the fee established by the Board of Supervisors.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

9. All fees associated with the Tentative Subdivision Map shall be paid prior to filing the Final Subdivision Map.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

10. Construction activities shall be limited to the hours of 7 a.m. to 7 p.m. during weekdays and 8 a.m. to 5 p.m. on weekends and on federally-recognized holidays. Exceptions are allowed if it can be shown that construction beyond these times is necessary to alleviate traffic congestion and safety hazards. Planning Services shall verify this requirement is placed on the Grading Plans prior to issuance of a grading permit.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

11. Prior to issuance of a grading permit the applicant shall provide a written description, together with appropriate documentation, showing conformance of the project with each condition imposed as part of the project approval. The applicant shall also schedule an inspection by Planning Services if deemed necessary prior to issuance of a grading permit for verification of compliance with applicable conditions of approval.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

12. In the event that previously unknown cultural resources are discovered during construction, operations shall stop in the immediate vicinity of the find and a qualified archaeologist shall be consulted to determine whether the resource requires further study. The qualified archeologist shall make recommendations on the measures to be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds, in accordance with § 15064.5 of the CEQA Guidelines. Cultural resources could consist of, but are not limited to, stone, bone, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

13. If human remains are encountered during earth-disturbing activities within the project area, all work in the adjacent area shall stop immediately and the El Dorado County Coroner's office shall be notified. If the remains are determined to be Native American in origin, both the Native American Heritage Commission (NAHC) and any identified descendants shall be notified by the coroner and recommendations for treatment solicited (CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code §§ 5097.94 and 5097.98).

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

14. Prior to approval of the final map by the Board of Supervisors, the subdivider shall be required to form a County Service Area Zone of Benefit, or other entity to fund the maintenance of drainage facilities and improvement services. The funding mechanism for these services must be established prior to approval of the final map and shall include a provision for future increased funding requirements.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

15. At time of final map filing, CC&R's shall be submitted and reviewed by Planning Services and the Department of Transportation.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

16. At the time of map filing, all open space lots shall be dedicated to a Homeowner's Association or similar entity as open space with an appropriate maintenance program.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. Tribal Fire/Facilities will maintain open space lots.***

17. This Tentative Subdivision Map shall expire on February 3, 2021 unless the final one-year discretionary time extension has been requested.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

18. The final map shall show all drainage easements consistent with the County of El Dorado Drainage Manual, the project final drainage plan, and the project improvement plans.



***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe acknowledges that the plans may change but are willing to meet the County Drainage Manual consistency.***

19. The location of fire hydrants and systems for fire flows are to meet the requirements of the Diamond Springs - El Dorado Fire Protection District. The location of hydrants shall be shown on the improvement plans which shall be subject to the approval of the fire protection district. If fire flows cannot be met, all habitable structures shall be sprinklered in accordance with Fire District requirements. This condition shall be included in the CC&Rs for the project.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

20. A meter award letter or similar document shall be provided by the water purveyor prior to filing the final map.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will not seek County approval of the final map but is willing to obtain meter prior to beginning construction.***

21. The subdivision is subject to parkland dedication in-lieu fees based on values supplied by the Assessor's Office and calculated in accordance with Section 16.12.090 of the County Code. The fees shall be paid at the time of filing the final map.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

22. The subdivider shall be subject to a \$150.<sup>00</sup> appraisal fee payable to the El Dorado County Assessor for the determination of parkland dedication in-lieu fees.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

23. Where the subdivider is required to make improvements on land which neither the subdivider nor the County has sufficient title or interest to make such improvements, prior to filing of any final map or parcel map, the subdivider shall submit to the Planning Director for approval:

- a. A legal description prepared by a civil engineer or land surveyor of the land necessary to be acquired to complete the off-site improvements.

- b. Improvement plans prepared by a civil engineer of the required off-site improvements.
- c. An appraisal prepared by a professional appraiser of the cost of land necessary to complete the off-site improvements.

Prior to the filing of the final map, the subdivider shall enter into an agreement pursuant to Government Code Section 66462.5 to complete the required off-site improvements including the full costs of acquiring any real property interests necessary to complete the required improvements.

In addition to the agreement, the subdivider shall provide a cash deposit, letter of credit, or other acceptable surety in an amount sufficient to pay such costs including legal costs subject to the approval of County Counsel.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

- 24. The developer shall pay all applicable school fees prior to the issuance of any building permits for individual lots.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

#### **Diamond Springs - El Dorado Fire Protection District**

- 25. Minimum fire flow required is 1,500 gpm @ 20 psi for 2 hours for residential units larger than 3,600 square feet. If the square footage is below 3,600 square feet, the minimum fire flow will be 1,000 gpm @ 20 psi for 2 hours.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

- 26. The applicant shall provide documentation from EID and the Fire District to show that the system will meet required fire flow for this project.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

- 27. Hydrant locations shall be approved by the Fire District on the Civil Drawings.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

28. All driveways shall provide a minimum 12 foot traffic lane, with unobstructed horizontal clearance of 14 feet and unobstructed vertical clearance of 15 feet along its entire length, and be capable of supporting a minimum 40,000 pound load.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

29. Driveway grades exceeding 16 percent shall be of an all weather surface (pavement or asphalt).

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

30. Driveways grades exceeding 20 percent shall be approved by the Diamond Springs-El Dorado Fire District. Approval may include a deed restriction for a NFPA 13D residential sprinkler system with 3,000 gallons of dedicated onsite water storage for each parcel for fire protection.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

31. Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

32. All roadways will be all weather surfaces, to El Dorado County Standards. If there will be parking on one side of the road, the road shall be 30 feet minimum width. Parking on both sides of the road will require 40 feet minimum road width; appropriate, associated signage and road markings shall apply and be provided.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

33. A turnaround shall be provided to all building sites with driveways over 300 feet in length. Turnarounds shall be within 50 feet of the building with a minimum turning radius of 40 feet from the center line of the road. Applicant may use a hammerhead “T,” a modified “T” or a modified “Y” in lieu of a circular type turnaround, per El Dorado County DOT Standards 101C.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

34. Entry Gates: The two main entries on Echo Lane and the secondary access road from Road “A” and Sundance Trail will be gated in accordance with the following:

Echo Lane Access: The two entries on Echo Lane will have divided access, with separate gates for ingress and egress to the development. The gates will be constructed of decorative wrought iron or similar material, and will open to provide unobstructed ingress or egress. Each entry or exit lane will have a minimum unobstructed width of fifteen (15) feet. The gates will be equipped with a telephone entry system to allow visitors to obtain access.

Sundance Trail Emergency Access: The secondary access between Road “A” and Sundance Trail will be an undivided access road, with a single gate for both travel lanes. This road will be used for emergency access only. The access road will have a minimum unobstructed width of twenty (20) feet. The gate will be constructed of decorative wrought iron or similar material, and will open to provide unobstructed access for emergency vehicles and the evacuation of civilians.

Emergency Access: To permit unobstructed access for emergency vehicles and provide for evacuation of residents within the development and in surrounding neighborhoods, an emergency access system shall be developed in consultation with the Diamond Springs-El Dorado Fire Protection District. The system, which shall be reviewed and approved by the Fire District prior to issuance of a building permit for the 25th lot, will provide for all automatic gates to be equipped with one or more of the following emergency access devices:

1. A “Knox” emergency access device consisting of a key activated switch acceptable to the Fire District.
2. A 3M Opticom Control device and a linear receiver device to allow remote activation by emergency vehicles.
3. Designed to automatically open and remain in a fully opened position during a power failure.
4. A mechanical release.
5. A telephone entry access system that will permit the Fire District or other emergency dispatch center to open the gate from a remote location.

A loop system will be located on the inside portion of the access roadway or lane at the intersection of Road "A"/Echo Lane and Road "B"/Echo Lane to permit vehicular traffic within the gated area to open the gate and exit. The loop system will keep the gate open as long as vehicular traffic is passing through.

All gates and access roads will be maintained by the Homeowners Association or other entity formed for this purpose.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

35. All roadways and driveways shall adhere to El Dorado County Department of Transportation (DOT) requirements.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

36. A Fire Safe Plan shall be designed for this subdivision by a Registered Professional Forester or a Fire District approved Fire Safe Planner, per California Department of Forestry State Responsibility Area (SRA) Fire Safe Regulations. The purpose is to reduce the intensity of a wildfire by reducing the volume and density of flammable vegetation, the strategic setting of fuel modification and greenbelt shall provide:
- a. Increased safety for emergency fire equipment, personnel and the evacuation of civilians.
  - b. A point of attack or defense from a wildfire.
  - c. CAL FIRE requires a Wildland Fire Safe Plan be developed by a qualified consultant to address mitigations that need to be developed to ensure that the safety of the public and firefighters who may be called upon to respond to wildland fires and other emergencies within the project area.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

37. Disposal, including chipping, burying, burning or removal to a landfill site approved by the local jurisdiction, of flammable vegetation and fuels caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to completion of road construction or final inspection of a building permit.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

38. Subdivision and other developments, which propose greenbelt as a part of the development plan, shall locate said greenbelt strategically, as a separation between wildland fuels and structures. The locations shall be approved by the inspection.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will not obtain County inspection.***

39. Approval of subject project is conditioned on meeting the public safety and fire protection requirements of the County of El Dorado General Plan, which shall include provision of a financing mechanism for said services<sup>1</sup>. The financing mechanism shall include inclusion within, or annexation into, a Community Facilities District (CFD) established under the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.), established by the Diamond Springs / El Dorado Fire Protection District (District) for the provision of public services permitted under Government Code § 53313, including fire suppression services, emergency medical services, fire prevention activities and other services (collectively Public Services), for which proceedings are under consideration, and as such, shall be subject to the special tax approved with the formation of such CFD with the Tract's inclusion or annexation into the CFD.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

40. All parcels one acre and larger shall provide a minimum 30-foot setback for buildings and accessory buildings from all property lines and/or the center of the road (Article 5. Fuel Modification Standards, Section 1276.01(a) of the Fire Safe Regulations).

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

## **Cal Fire**

41. Total roadway width in the project area should meet DOT standards.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

42. Roads shall be constructed with an approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (2007 California Fire Code, Appendix D).

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

43. Secondary Access: The Design Improvements Standards Manual (DISM) Section 3.A.9 requires at least two connections with an existing, improved public street, or with a future street connection approved by the Planning Commission or the Board. Both the primary and secondary accesses must be to through roads (i.e., they cannot both tie into the same dead end road) and they must meet County standards.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

44. The two points of acceptable access and egress in this case would be off of Sundance Trail and Echo Lane.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

## **El Dorado County Department of Transportation**

### **PROJECT SPECIFIC CONDITIONS:**

45. **Road Design Standards:** The applicant shall construct all roads in conformance with the Design and Improvements Standard Manual (DISM), as shown in Table 1. The improvements shall be completed to the satisfaction of the Department of Transportation (DOT) or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map: (the requirements outlined in Table 1 are minimums)

<b>Table 1</b>					
<b>ROAD NAME</b>	<b>DESIGN STANDARD PLAN</b>	<b>ROAD WIDTH* / SHOULDER WIDTH</b>	<b>RIGHT OF WAY**</b>	<b>DESIGN SPEED</b>	<b>EXCEPTIONS/ NOTES</b>
Road A	Modified Std Plan 101B (3"AC over 8"AB Min.)	24 ft – 20 ft at dam crossing /2)	50ft	25 mph	No curb, gutter, or sidewalk, road width is measured EP to EP. Modified width due to existing constraints. No parking permitted.
Road B, C, D, E, F, G	Modified Std Plan 101B	24ft/2	40ft	25 mph	No curb, gutter, or sidewalk, road

	(3"AC over 8"AB Min.)				width is measured EP to EP. No parking permitted.
Echo Lane Offsite (onsite)	Modified Std Plan 101B (3"AC over 8"AB Min.)	28ft	60ft	25 mph	No curb, gutter, or sidewalk, road width is measured EP to EP. Improvements shall be from Road "A" to El Dorado Road

\* Road widths are measured from curb face to curb face or edge of pavement to edge of pavement if no curb (traveled way). Curb face for rolled curb and gutter is 6" from the back of the curb.

\*\* Non-exclusive road and public utility easements included

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

46. **Road & Public Utility Easements:** The applicant shall provide a 50-foot wide non-exclusive road and public utility easement for the on-site access roadways Road A, Road B, Road C, Road D, Road E, Road F, and Road G prior to the filing of the final map. Slope easements shall be included as necessary.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

47. **Encroachment Permit:** The applicant shall obtain an encroachment permit from DOT and shall construct the roadway encroachment(s) from the Road A onto Sundance Trail and Echo Lane to the provisions of County Design Std **103D**, or as required by the approved traffic study. The improvements shall be completed to the satisfaction of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

48. **Dead End Roads:** Pursuant to Article 2, Section 1273.09 of the SRA Fire Safe Regulations, the maximum length of a dead-end road, including all dead-end roads accessed from the dead-end road, shall not exceed the following cumulative lengths, regardless of the numbers of parcels served:

- parcels zoned for less than one acre-----800 feet



- parcels zoned for 1 acre to 4.99 acres-----1,320 feet
- parcels zoned for 5 acres to 19.99 acres -----2,640 feet
- parcels zoned for 20 acres or larger -----5,280 feet

All lengths shall be measured from the edge of the roadway surface at the intersection beginning the road to the end of the road at its farthest point. Where a dead-end road crosses areas of differing zoned parcel sizes, requiring different length limits, the shortest allowable length shall apply. The lengths of all dead-end roads shall be graphically depicted and identified on the site and improvements plans prior to the filing of the map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

49. **Turnaround:** The applicant shall provide a turn around at the end of the roadways to the provisions of County Standard Plan 114 or approved equivalent. The improvements shall be completed to the satisfaction of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will not obtain County approval.***

50. **Tangents:** Pursuant to DISM Sec 3.B.6, a minimum 100-ft tangent shall be introduced between reversed curves. The County Engineer may approve a tangent of less than 100-ft on local roads provided the adjacent curves have a minimum radius of 200-ft or an acceptable alternative approved by the County Engineer. The tangent and radius lengths shall be graphically depicted on the site plans or included in a Line & Curve Table on the site plans prior to filing of the final map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

51. **Minimum Radius:** Pursuant to Section 3.B.7. of the DISM, the minimum centerline curve radius length of subdivision streets shall be 100 feet for local streets and 300 feet for minor collecting streets. The improvements shall be substantially completed, to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

52. **Cut Slopes:** Per the El Dorado County Grading Design Manual Sec B.6, the top of cut slopes shall not be made nearer a permit area boundary line than one fifth the vertical height of cut with a minimum of two (2) feet and a maximum of ten (10) feet. The improvements shall be substantially completed, to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

53. **Fill Slopes:** Per the El Dorado County Grading Design Manual Sec B.6, the toe of the fill slope shall not be made nearer to the permit area boundary line than one half the height of the slope with a minimum of two (2) feet and a maximum of twenty (20) feet. Where a fill slope is to be located near the permit area boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the building official deems necessary to protect the adjoining property from damage as a result of such grading. The improvements shall be substantially completed, to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

54. **Off-site Easements:** Applicant shall provide all necessary recorded easements for the drainage, slope and road improvements crossing the property line prior to approval of the improvement plans.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

55. **Off-site Access Easements:** The applicant shall provide proof of access to the project site from a State or County maintained road. Said proof shall be provided by and through a "Parcel Map Guarantee" which shall be submitted to the County Surveyor's Office with the first map check for the map.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

56. **Driveway Cuts:** Subdivision improvements shall include rough grading of driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Engineer. Construction of said driveways shall conform to the Design and Improvements Standards Manual and the Encroachment Ordinance. Attention should be given to the minimum required sight distance at all driveway encroachments. As an alternative, a Notice of Restriction shall be filed against all downhill lots with fill in excess of 6 feet which allows structural driveway access only.

*Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.*

#### **DOT STANDARD CONDITIONS**

57. **Easements:** All applicable existing and proposed easements shall be shown on the project plans.

*Tribe's response to accept or deny condition: The Tribe denies this condition.*

58. **Signage:** The applicant shall install all necessary signage such as stop signs, street name signs, and/or "not a county maintained road" road sign as required by the Department of Transportation prior to the filing of the map. The signing and striping shall be designed and constructed per the latest version of the Manual Uniform Traffic Control Devices (MUTCD) and the California Supplement.

*Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will not obtain County approval.*

59. **Maintenance Entity:** The proposed project must form an entity for the maintenance of any shared or common: private roads, parking facilities, landscaping, signs and drainage facilities. If there is an existing entity, the property owner shall modify the document if the current document does not sufficiently address maintenance of the roads, parking facilities, landscaping, signs, and drainage facilities of the current project. DOT shall review the document forming the entity to ensure the provisions are adequate prior to filing of the final map.

*Tribe's response to accept or deny condition: The Tribe denies this condition.*

60. **Common Fence/Wall Maintenance:** The responsibility for, and access rights for, maintenance of any fences and walls constructed on property lines shall be included in the Covenants Codes and Restrictions (CC&Rs).

*Tribe's response to accept or deny condition: The Tribe denies this condition.*

61. **Water Quality Stamp:** All new or reconstructed drainage inlets shall have a storm water quality message stamped into the concrete, conforming to the Storm Water Quality

Design Manual for the Sacramento and South Placer Regions, Chapter 4, Fact Sheet SD-1. All stamps shall be approved by the El Dorado County inspector prior to being used.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will not obtain County inspection.***

62. **DISM Consistency:** The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual from the County Department of Transportation, and pay all applicable fees prior to filing of the final map.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

63. **Road Improvement Agreement & Security:** The developer shall enter into a Road Improvement Agreement (RIA) with the Department of Transportation for all roadway, frontage, and intersection improvements. The developer shall complete the improvements to the satisfaction of DOT or provide security to guarantee performance of the RIA as set forth within the County of El Dorado Subdivision Division Ordinance, prior to filing of the final map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

64. **Import/Export Grading Permit:** Any import, or export to be deposited or borrowed within El Dorado County, shall require an additional grading permit for that offsite grading.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

65. **Grading Permit / Plan:** The applicant shall submit a improvement/grading plan for onsite and offsite improvements prepared by a professional civil engineer to the Department of Transportation for review and approval. The plan shall be in conformance with the County of El Dorado “*Design and Improvement Standards Manual*”, the “*Grading, Erosion and Sediment Control Ordinance*”, the “*Drainage Manual*”, the “*Off-Street Parking and Loading Ordinance*”, and the State of California Handicapped Accessibility Standards. All applicable plan check and inspection fees shall be paid at the time of submittal of improvement plans. The improvements and grading shall be completed to the satisfaction of the DOT or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

66. **Grading Plan Review:** Grading and improvement plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the Department of Transportation. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Department of Transportation shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. Grading plans shall incorporate appropriate erosion control measures as provided in the El Dorado County Grading Ordinance and El Dorado County Storm Water Management Plan. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation, and the potential discharge of pollutants into drainages.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

67. **RCD Coordination:** The timing of construction and method of revegetation shall be coordinated with the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Department of Transportation. The Department of Transportation shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

68. **Soils Report:** At the time of the submittal of the grading or improvement plans, the applicant shall submit a soils and geologic hazards report (meeting the requirements for such reports provided in the El Dorado County Grading Ordinance) to, and receive approval from the El Dorado County Department of Transportation. Grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations and address, at a minimum, grading practices, compaction, slope stability of existing and proposed cuts and fills, erosion potential, ground water, pavement section based on TI and R values, and recommended design criteria for any retaining walls.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

69. **Drainage Study / SWMP Compliance:** The applicant shall provide a drainage report at time of improvement plans or grading permit application, consistent with the Drainage

Manual and the Storm Water Management Plan, which addresses storm water runoff increase, impacts to downstream facilities and properties, and identification of appropriate storm water quality management practices to the satisfaction of the Department of Transportation.

The Drainage Study must demonstrate the subject property has adequate existing and proposed storm drainage facilities. At a minimum, the drainage study, plans, and calculations shall include the following:

- The site can be adequately drained;
- The development of the site will not cause problems to nearby properties, particularly downstream sites;
- The on-site drainage will be controlled in such a manner as to not increase the downstream peak flow more than the pre-development 10-year storm event or cause a hazard or public nuisance. Detention shall be required if said condition is not met or demonstrate that there are no downstream impacts.
- The ultimate drainage outfall of the project.

Pursuant to Section 1.8.3 of the Drainage Manual, the report shall be prepared by a Civil Engineer who is registered in the State of California. The improvements shall be completed to the approval of the Department of Transportation, prior to the filing of the final map or the applicant shall obtain an approved improvement agreement with security.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe is willing to prepare report and receive County input but will not obtain County approval.***

70. **Drainage (Cross-Lot):** Cross lot drainage shall be avoided. When concentrated cross lot drainage does occur or when the natural sheet flow drainage is increased by the project, it shall be contained within dedicated drainage easements, and included in the County Service Area Zone of Benefit (ZOB), Home Owners Association, or other entity acceptable to the County. Any variations shall be approved by the County Engineer. This drainage shall be conveyed via closed conduit or v-ditch, to either a natural drainage course of adequate size or an appropriately sized storm drain system within the public roadway. The site plans shall show drainage easements for all on-site drainage facilities. Drainage easements shall be provided where deemed necessary prior to the filing of the final map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition without the requirement of County approval.***

71. **Drainage Easements:** Pursuant to Section 4.D of the DISM, the site plans shall show drainage easements for all on-site drainage courses and facilities and shall be included on all improvement plans and the final map.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

72. **NPDES Permit:** At the time that an application is submitted for improvement plans or a grading permit, and if the proposed project disturbs more than one acre of land area (43,560 square feet), the applicant shall file a "Notice of Intent" (NOI) to comply with the Statewide General NPDES Permit for storm water discharges associated with construction activity with the State Water Resources Control Board (SWRCB). This condition is mandated by the Federal Clean Water Act and the California Water Code. A filing form, a filing fee, a location map, and a Storm Water Pollution Prevention Plan (SWPPP) are required for this filing. A copy of the Application shall be submitted to the County, prior to building permit issuance, and by state law must be done prior to commencing construction.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will comply with this condition but will not submit to the County.***

73. **Off-site Improvements (Security):** Prior to the filing of a final map, the applicant shall complete or enter into an agreement pursuant to Government Code Section 66462.5 to complete the required offsite improvements, including the full costs of acquiring any real property interests necessary to complete the required improvements. In addition to the agreement, the applicant shall provide a cash deposit, letter of credit, or other acceptable surety in the amount sufficient to pay such costs, including legal costs, subject to the approval of County Counsel.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***

74. **Off-site Improvements (Acquisition):** As specified in the Conditions of Approval, the applicant is required to perform off-site improvements. If it is determined that the applicant does not have or cannot secure sufficient title or interest of such lands where said off-site improvements are required, the County may, at the applicant's expense and within 120 days of filing the final map, acquire by negotiation or commence proceedings to acquire an interest in the land which will permit the improvements to be made, including proceedings for immediate possession of the property. In such cases, prior to filing of any final map, the applicant shall submit the following to the Department of Transportation Right of Way Unit, and enter into an agreement pursuant to Government Code Section 66462.5 and provide acceptable security to complete the offsite improvements, including costs of acquiring real property interest to complete the required improvements, construction surveying, construction management and a 20 percent contingency:

- a. A legal description and plat, of the land necessary to be acquired to complete the offsite improvements, prepared by a civil engineer or land surveyor.

- b. Approved improvement plans and specifications of the required off-site improvements, prepared by a civil engineer.
- c. An appraisal prepared by a certified appraiser of the cost of land necessary to complete the off-site improvements.

In addition to the agreement the applicant shall provide a cash deposit, letter of credit, or other acceptable surety in an amount sufficient to pay such costs including legal costs subject to the approval of County Counsel.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

- 75. **Electronic Documentation:** Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the developer will provide a CD to DOT with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

- 76. **TIM Fees:** The applicant shall pay the traffic impact mitigation fees in effect at the time a building permit is deemed complete.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

#### **El Dorado County Surveyor's Office**

- 77. All survey monuments must be set prior to the presentation of the final map to the Board of Supervisors for approval, or the developer shall have surety of work to be done by bond or cash deposit. Verification of set survey monuments, or amount of bond or deposit to be coordinated with the County Surveyors Office.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will install monuments but will not put up bond or cash deposit.***

- 78. The roads serving the development shall be named by filing a completed Road Name Petition with the County Surveyors Office prior to filing the Final Map.

***Tribe's response to accept or deny condition: The Tribe accepts and agrees to this condition.***



## **El Dorado County Environmental Management**

### **Air Quality Management**

79. The applicant shall adhere to all District rules and conditions during project construction, as specified by the District in their letter dated September 2, 2008 prior to issuance of any permits associated with this project.

***Tribe's response to accept or deny condition: The Tribe denies this condition.***

### **Hazardous Materials**

80. If any commercial, industrial, agricultural, mining or any other hazardous materials handling activities have taken place on the property in the past, the applicant must conduct a Phase I Environmental Site Assessment (ESA). The Phase I must be conducted in accordance with ASTM standard E 1527-00. All information developed in the Phase I process must be submitted to the Hazardous Materials Division (HMD) for review. If upon review of the Phase I information, HMD determines the property is a potentially impacted site, the applicant must apply for a permit, submit a workplan and conduct a Phase II ESA and any required site remediation activities prior to developing property.

***Tribe's response to accept or deny condition: The Tribe agrees to this condition with changes. The Tribe will comply with National Environmental Policy Act (NEPA) requirements for Phase I and II assessments.***