

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**CTA 16 008L**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**CALIFORNIA TAHOE CONSERVANCY**

GRANTEE'S NAME

**COUNTY OF EL DORADO**

2. The term of this Agreement is: **September 15, 2016 through September 14, 2036**  
 Agreement is: 20 years

3. The maximum amount of this Agreement is: **\$ 1,100,000.00**  
**One Million One Hundred Thousand Dollars**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Grant Agreement	15 page(s)
Exhibit A - Conservancy Staff Recommendation and Resolution	13 page(s)
Exhibit A-1 – Grant Application Package	54 page(s)
Exhibit B – Budget Detail and Project Schedule	1 page(s)
Exhibit C – List of Assurances	3 page(s)
Exhibit D – Request for Disbursement Form	2 page(s)
Exhibit E – Mandatory Insurance Provisions	6 page(s)
Exhibit F – Eligible and Ineligible Costs	2 page(s)
Exhibit G – Reporting and Data Requirements	4 page(s)
Exhibit H – Sign Guidelines	3 page(s)
* Conservancy Proposition 1 Grant Guidelines	16 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at <http://tahoe.ca.gov/wp-content/uploads/2014/05/Proposition-1-Grant-Guidelines-2015.pdf>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**GRANTEE**

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**COUNTY OF EL DORADO**

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Ron Mikulaco, Chair of the Board of Supervisors**

ADDRESS

**330 Fair Lane, Placerville, CA 95667****STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA TAHOE CONSERVANCY**

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**PATRICK WRIGHT, EXECUTIVE DIRECTOR**

ADDRESS

**1061 THIRD STREET, SOUTH LAKE TAHOE, CA 96150**

**California Department of General  
Services Use Only**

☒ Exempt per: Govt. Code §66907.7  
and Public Contract Code 10295

THIS AGREEMENT is entered into this 15th day of September, 2016, between the California Tahoe Conservancy and the County of El Dorado.

## 1. Scope of Agreement

The California Tahoe Conservancy (hereinafter "Conservancy"), pursuant to Section 66907.7 of the Government Code and its resolution of September 15, 2016, hereby grants to the County of El Dorado (hereinafter "Grantee"), a sum not to exceed **One Million One Hundred Thousand Dollars (\$1,100,000.00)**, subject to the terms and conditions set forth below.

These funds shall be used for the implementation of the Meyers Stream Environment Zone and Erosion Control Project (hereinafter "the Project"), as further described in the Conservancy staff recommendation and resolution (**Exhibit A**).

The Grantee hereby agrees to complete the Project in accordance with the terms and conditions contained in this agreement and the following:

- (i) Conservancy Proposition 1 Guidelines and the Grant Application Package; and
- (ii) the Final Project Plans and Specifications approved by the Executive Director of the Conservancy ("the Executive Director") pursuant to the paragraph entitled "Final Project Plans and Specifications" below.

The Grantee shall at all times exercise responsibility over the design and implementation of the Project.

## 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, the Conservancy Staff Recommendation and Board Resolution dated September 15, 2016;
- (b) Exhibit A-1, the Grant Application Package;
- (c) Exhibit B, the Budget Detail and Project Schedule;
- (d) Exhibit C, Grantee's List of Assurances;
- (e) Exhibit D, Request for Disbursement Form;
- (f) Exhibit E, Mandatory Insurance Provision;
- (g) Exhibit F, List of Eligible Project Costs;
- (h) Exhibit G, Reporting and Data Requirements;
- (i) Exhibit H, Proposition 1 Sign Guidelines;
- (j) the Conservancy Proposition 1 Guidelines; and
- (k) Upon approval by the Executive Director, the Final Project Plans and Specifications (as set forth below).

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) the Conservancy Board Resolution; (2) the Conservancy Staff Recommendation; (3) the Conservancy Proposition 1 Guidelines; (4) the Grant Application; (5) the body of the Agreement; (6) the List of Assurances; (7) the Final Project Plans and Specifications approved by the Executive Director; (8) the Budget Details and Project Schedule; (9) the Operation and Maintenance Plan; (10) the Description of Eligible Costs; (11) the Mandatory Insurance Provision; and (12) the model Request for Disbursement Form.

### 3. California Conservation Corps

Successful grant applicants for projects using California Conservation Corps (CCC) or CALCC services, as determined during the Proposition 1 application process, shall develop a scope of work and enter into a contract with the appropriate Corps, and provide a copy of the contract to the Conservancy as part of this Grant Agreement.

### 4. Project Plans and Specifications

Within the time periods shown in the Project Schedule in **Exhibit B**, the Grantee agrees to consult with Conservancy and other appropriate agencies with respect to the design of each Project prior to preparation of preliminary plans and to submit a Project monitoring or evaluation plan, detailed preliminary plans, Final Project Plans and Specifications, and other specified work products to the Executive Director for his review and approval. Said approvals (a) shall be by way of a written determination that said items are consistent with this Agreement, and (b) shall be a precondition of Grantee's advertising for construction bids; and/or undertaking construction where no contractors are to be hired.

Upon approval, the Grantee shall initiate the Project monitoring and evaluation plan in order to obtain data on site conditions both before and after construction of Project improvements.

The Final Project Plans and Specifications (hereinafter "the Final Plans") for each project shall include:

- (a) construction plans and specifications which have been certified by a licensed engineer, or approved by the Public Works Director, Chief Engineer or Project Engineer;
- (b) a detailed budget for the Project which shall include the estimate of the engineer or other official listed under subdivision (a) above for constructing the Project based on the Final Plans ("engineer's estimate"), plus design and administrative costs, monitoring costs, and any other related expenditures (hereinafter "the Project Budget"). The engineer's estimate shall also itemize the cost of any work to be performed by the CCC. If funds other than Conservancy grant funds are to be applied to the Project(s), the

estimate shall indicate how the funds from the various funding sources will be allocated to the listed costs. If the Final Plans differ substantially from either the estimated budget or the conceptual plans in **Exhibit A**, or the preliminary plans, a written explanation of the reasons for such differences shall accompany the Final Plans;

- (c) a revised Project Schedule if different from that in **Exhibit B**;
- (d) the wording and location of all signs to be erected on the Project site(s) pursuant to the paragraph entitled "Signing" below; and
- (e) any other items not listed above which are contained in the final bid package.

If prior to the award of any construction contract, it is determined that Project costs will exceed available funding for a Project, the Grantee may redesign the Project and eliminate any discrete component, to be mutually agreed upon, which cannot be constructed due to lack of funding.

The Grantee will be required to notify the Conservancy's project coordinator or his or her designee prior to authorization of any change to the approved plans and specifications or to the construction contract bid amount. The Grantee is required to obtain written approval from the Conservancy's Executive Director or his or her designee if:

- (a) the change would alter the original function or intent of the approved plans and specifications; or
- (b) any bid item is increased or decreased by more than fifteen percent (15%), or
- (c) a change order exceeds Five Thousand Dollars (\$5,000) or three percent (3%) of the construction contract bid amount, whichever is smaller.

The Grantee will be required to obtain oral approval from the Conservancy's Executive Director or his or her designee for any other change.

## 5. Other Contractors

Nothing in the contract documents shall create any contractual relationship between any third party contractor and the Conservancy.

## 6. Signing

For each major segment or element of the Project, the Grantee shall in accordance with the Final Plans, erect and maintain interpretive signs if proposed, as well as signs which identify the Project and the respective roles of the Conservancy and the Grantee and acknowledge the funding assistance from the Conservancy. Projects funded by "The Water Quality, Supply, and



Infrastructure Improvement Act of 2014 (Proposition 1)" must comply with the sign guidelines set forth in **Exhibit H**.

Grantee shall prepare and submit an on-line catalog entry form to the California Environmental Information Catalog for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available from Proposition 1. Of particular interest are those products that characterize site-specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The Conservancy shall determine whether, for public policy reasons, a catalog description of any information product or report should be withheld from disclosure in the California Environmental Information catalog.

#### 7. Conditions Precedent to Construction and/or Disbursement

In addition to any other conditions contained hereinabove, no construction of an individual project or other on site work shall be undertaken until written evidence has been provided to the Conservancy:

- (a) that each contractor has furnished a performance bond in favor of the Grantee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value.
- (b) that all permits and approvals necessary to begin construction under applicable local, State and Federal laws and regulations have been obtained;
- (c) that Grantee has complied with the requirements set forth in the paragraph entitled "Insurance", below; and
- (d) that the Grantee has obtained ownership or sufficient control of the Project site to ensure implementation and maintenance of the Project.

If, following the request for contractor bids, the Project Budget does not accurately reflect the allocation of itemized Project costs, the Grantee shall submit, for written approval by the Executive Director, a revised Project Budget. No funds shall be disbursed until the revised budget has been approved.

#### 8. Notifications

As early as possible prior to the commencement of construction of Project improvements, Grantee shall notify the Conservancy of the construction start-up date.

## 9. Reporting

Grantor and Grantee shall establish metrics of multi-benefit success from the Project for the purpose of reporting the status of the Project and all uses of funding and report on the State of California Bond Accountability internet web site and the California Environmental Data Exchange Network. In addition, upon completion of the Project, Grantee shall supply the Conservancy with evidence of such completion by submitting a final report which includes:

- (a) A Notice of Completion or inspection report approved by the Grantee's Public Works Director, Chief Engineer or City Engineer certifying completion of the Project according to the approved Final Plans;
- (b) "As built" drawings of any substantial improvements erected on the Project site(s); and
- (c) Spatial data for the completed Project site(s), with appropriate labels or annotations.
- (d) Monitoring data when collected to date and an analysis of the significance of this data in regard to the effectiveness of the project implementation in improving water quality.

Water quality monitoring data shall be collected and reported to the State Water Resources Control Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems monitored by the State Board.

Watershed monitoring data shall be collected and reported to the State Department of Conservation in a manner that is compatible and consistent with the statewide watershed program administered by the Department of Conservation.

Spatial data will be included in the State's BIOS (Biogeographic Information and Observation System). BIOS are designed to enable the management, visualization and analysis of Biogeographic Data collected by the Department of Fish and Wildlife and its partner organizations. Such data shall be documented with metadata in accordance with BIOS metadata standards. All metadata should meet standards found in the Reporting and Data Requirements **Exhibit G**.

All material, data, information, and written, graphic or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third

party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative works, display or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

#### 10. Annual Monitoring Reports

In addition to the monitoring report submitted with the final report, Grantee shall submit an annual monitoring report one year and two years after the completion of construction. Annual reports shall present the data collected during the previous year and an analysis of the data's significance in regard to the effectiveness of the control measures in improving water quality. Variations in the data, if any, and possible reasons for the variations shall also be discussed. Annual reports shall also discuss the cumulative significance of all data collected since the initiation of the Project and shall include annotated photographs of the site taken during the previous year. All reporting should meet standards found in the Reporting and Data Requirements **Exhibit G**.

#### 11. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the individual Project Budget approved by the Conservancy for each individual project. 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 Director; however, the Grantee shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Conservancy. The total amount of the grant may not be increased except by formal amendment of this Agreement.

#### 12. Costs and Disbursements

Subject to the paragraph entitled "Conditions Precedent to Construction and/or Disbursement" above, the Conservancy agrees to disburse to the Grantee, in accordance with the Project Budget approved by the Conservancy (or in accordance with **Exhibit A**, if an invoice is processed prior to the receipt and approval of the Project Budget), a total amount not to exceed **One Million One Hundred Thousand Dollars (\$1,100,000.00)**. To meet appropriation time limits and monitoring requirements, the final invoice for construction and monitoring must be submitted on or before **May 1, 2020**.

With the exception of advances of grant funds as provided for below, disbursements of grant funds shall be made incrementally, as separate components of the Project are satisfactorily completed, and shall be on the basis of costs incurred. The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Project. Upon

substantial completion (i.e., filing of Notice of Completion) of the Project, the amounts withheld may be reduced by the Conservancy to not less than five percent (5%). The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Project and submittal of a Final Report and a fully executed Final request for Distribution substantially in the form of Exhibit D; and (2) final inspection of the Project site(s) and approval of the completed Project(s) by the Conservancy's designated representative(s).

Upon award of a grant, Grantee may request an advance of up to ninety percent (90%) of the amount set forth in the Project Budget for design and administration. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by the person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the Project.

After a design and administration advance:

- (a) The Grantee shall submit reports semi-annually showing expenditures from the advanced funds. This documentation shall be the same as that required for submittal of invoices, except that a Request for Disbursement form will not be included.
- (b) The Grantee shall submit preliminary and final draft plans and specifications to the Conservancy's project manager or his or her designee for written comments and authorization to proceed to the next stage of plan and specification preparation.
- (c) Upon approval of the Conservancy project funds may be reallocated between individual projects.

After Grantee awards the contract(s) for the construction of the Project(s), but not more than thirty (30) days prior to the start of construction, Grantee may apply for an advance of fifty percent (50%) of the amount of the Conservancy's share of the construction contract(s) awarded plus fifty percent (50%) of additional eligible construction costs described in the Conservancy-approved final budget incurred by Grantee in the performance of this Agreement.

To request an advance of grant funds, Grantee shall submit the following items:

- (a) A letter identifying the amount of the advance being requested signed by a person authorized by Grantee to request such an advance; and
- (b) The bid schedule of the contractor who was awarded the construction contract; and
- (c) Grantee's notice of award of construction contract.

At least thirty (30) days after the request for a fifty percent (50%) construction advance, the Grantee may request, based upon a demonstrated need, a second construction advance for up

to an additional forty percent (40%) of the amount of the Conservancy's share of the construction contract(s) awarded plus forty percent (40%) of other construction costs described in the Conservancy-approved final budget upon:

- (a) satisfactory completion of a substantial portion of the work for which the initial advance was made;
- (b) submittal of documentation (invoices, etc.) showing expenditure of a substantial portion of the initial advances; and
- (c) documentation that fully explains why an additional advance is necessary (such as a projected deficit in Grantee funds and lack of other funding to cover the deficit).

Except for a second construction advance, if Grantee receives an advance of grant funds, additional grant funds for construction shall not be disbursed until all advanced funds have been expended. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. Grantee's first request for disbursement after the advances shall document all expenditures of previously advanced grant funds and interest earned. In the event any portion of the advanced funds are not needed to construct the improvements for which the funds have been advanced, these funds shall be returned by Grantee to the Conservancy on or before the date for completion of construction.

Upon completion of the Project or termination of this Agreement, but not later than the final date for completion of construction, Grantee shall return all unexpended grant funds which have been advanced.

The Grantee shall request disbursement not more often than monthly, by filing with the Conservancy fully executed "Request for Disbursement" forms which contain:

- the invoice number (up to 14 characters)
- the Purchase Order number (Provided once all signatures have been obtained)
- Grantee's name and address;
- the number of this Agreement (e.g., CTA-16008L);
- the date of the submittal;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- any supporting invoices or other source documents from contractors hired by the

- Grantee to complete any portion of the Project funded under this Agreement; and
- documentation of the completion of the portion of the Project for which disbursement of grant funds is requested (such as design drawings, specifications, hydrologic calculations, site survey or inspection notes, etc.).

Invoices should be submitted to:

Accounts Payable  
California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150

Conservancy will make best efforts to forward each complete and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within fifteen (15) working days of receipt by the Conservancy.

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.

### 13. Term of Agreement; Completion Date; Project Schedule

This Agreement shall take effect upon the Conservancy's receipt of one or more original completed copies signed by the authorized representatives of both parties, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement.

The term of the Agreement shall run from the effective date through the point of completion of construction of all Project improvements and terminate upon the end of the useful life of the improvements (typically 20 years), unless otherwise terminated or amended as provided herein, provided however that for the acquisition of any interest in real property, the terms of this agreement shall be considered covenants running with the land in perpetuity.

The Grantee agrees to complete construction of the Project by the completion date set forth in the Project Schedule(s) ("the Completion Date"). For good cause shown, the Completion Date, as well as any dates set forth in the Project Schedule(s), may be extended by the Executive Director upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of planning, monitoring, acquisition or construction of site improvements, as the case may be, for any discrete component of this project, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, 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 non-cancelable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual termination, but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to design and construct the Project improvements in accordance with this Agreement, or if the purposes and objectives of the Project are not achieved because of Grantee's failure to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder, except amounts for Project improvements which have been installed and which continue to serve a useful function. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director or his designee does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, 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.

This paragraph shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

#### 14. Operation and Maintenance

Grantee agrees to operate and maintain the Project throughout the term of the Agreement in a manner consistent with Grantee's Operation and Maintenance plan. The Grantee agrees to assume all operation and maintenance costs of the Project and the Conservancy and the State shall not be liable for any cost of such operation and maintenance. Nothing in this Agreement shall prevent the Grantee from receiving additional grants for such purposes to the full extent of the law.

The Grantee may be excused from its obligations for operation and maintenance of the Project site(s) during the term of this Agreement only upon the written approval of the Executive Director 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. The Executive Director's decision to excuse Grantee for good cause shall not be unreasonably denied.

## 15. Liability

The Grantee shall indemnify, and save harmless the Conservancy and its members, Directors, members, 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 or existence of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), Director(s), agent(s) or employee(s), which arises other than from (1) a failure by the Conservancy to warn of hazards, based 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).

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee, and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. 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.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, 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 or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

Conservancy assumes no responsibility for assuring the safety of the Project improvements and the Project site(s). Conservancy's rights under this Agreement to review, inspect, or approve the Final Plans and Project improvements and/or its election to exercise or not to exercise those rights, shall not give rise to any warranty or representation that the Final Plans, Project improvements or the Project site(s) are free of defects and hazards.

## 16. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit E** attached hereto. In addition, Grantee shall make reasonable efforts to assure that the Conservancy, and its members, Directors and employees are included as additional insureds under the insurance required by said **Exhibit E**, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the



contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced below the minimums required herein, the Conservancy may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the Conservancy may reinstate such requirements if it determines there has been a change of circumstances.

#### 17. Audits/Accounting/Records

The Grantee shall establish an official file for the Project(s). 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. 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 documentation 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. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. 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(s). The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled 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 award, 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.

All Grantee records relevant to the project must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying excerpting, transcribing, and audit by the State of California.

The State of California and the California Tahoe Conservancy reserve 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(s). At any time, the Conservancy 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.

#### 18. Nondiscrimination

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 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, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract 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.

#### 19. 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 Directors or employees or agents of the State of California.

#### 20. 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.

21. Time of the Essence

Time is of the essence of this Agreement.

22. Amendments

Except as 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.

23. Project Coordinators

Mark Sedlock (or such other person(s) as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee's Officer with responsibility for administering this Agreement is the Public Works Director, Chief Engineer, Project Engineer, his or her successor, or other designee.

24. Conservancy Approvals

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

25. Grantee Approvals

All actions and approvals required to be taken by the Grantee under this Agreement may be taken by the Director of Transportation or his or her designee.

26. Resolution

The signature of the Executive Director or other designated official of the Conservancy on this Agreement certifies that at its September 15, 2016, meeting, the Conservancy approved a grant of **One Million One Hundred Thousand Dollars (\$1,100,000.00)** to the Grantee for the implementation of the Project(s) described in the attached Conservancy Staff Recommendation (**Exhibit A**).

27. Sections and 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.

28. 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.

29. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

## EXHIBIT A

California Tahoe Conservancy

Agenda Item 7.c

September 15, 2016

### **MEYERS STREAM ENVIRONMENT ZONE AND EROSION CONTROL PROJECT**

**Recommended Action:** Adopt Resolution 16-09-04 (Attachment 1) authorizing up to \$1,100,000 for a Proposition 1 implementation grant and a long-term license agreement on 19 California Tahoe Conservancy (Conservancy) parcels to El Dorado County in support of the Meyers Stream Environment Zone and Erosion Control Project (Project).

**Location:** The Project is located in the Meyers Community of El Dorado County in the Lake Tahoe Basin. The Project area is bounded by the Upper Truckee River to the west and Lake Tahoe Golf Course to the northwest, U.S. Highway 50 to the south, and Pioneer Trail to the east. The long-term license agreement includes 19 Conservancy parcels within the Project area (El Dorado County Assessor Parcel Numbers 033-582-05, 033-601-04, 033-602-03, 033-603-01 to 03, 033-603-06, 033-611-01, 034-020-24, 034-215-08, 034-221-14, 034-221-16, 034-270-39, 034-401-03, 034-401-15, 034-401-22, 034-402-02, 034-791-01, and 034-802-01) (Attachment 2).

**Fiscal Summary:** Staff recommends up to \$1,100,000 in Proposition 1 funding for award at this time. The proposed license agreement does not involve any receipt of funds by the Conservancy, and it will result in minor incidental staff costs related to the preparation and processing of the agreement.

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### **Overview**

#### **Description of Recommended Action**

Staff recommends the Board authorize a grant to El Dorado County (County) for construction of the Project. The County will use the recommended funding to complete final design, construction, and monitoring.

Staff also recommends that the Board authorize a long-term license agreement on 19 Conservancy parcels to facilitate implementation of the Project. The proposed license agreement will provide the County with access rights to construct, operate, and maintain stream environment zone (SEZ) and water quality improvements.

The Project will result in ecosystem and watershed benefits while also improving water quality discharging to the Upper Truckee River and Lake Tahoe. The County will reconnect Meyers Creek to its floodplain, restoring approximately nine acres of SEZ along U.S. Highway 50. By increasing flows to the meadow, the Project will enhance riparian and wildlife habitats, increase groundwater recharge, improve water quality, and sequester carbon. The County will also improve water quality by stabilizing eroding channels, and by installing infiltration basins and swales, and flow spreading devices. The County will construct improvements within the County right-of-way and on parcels owned by the Conservancy and U. S. Forest Service, Lake Tahoe Basin Management Unit (LTBMU).

Staff intends to enter into a Proposition 1 implementation grant agreement and a license agreement with the County in the fall/winter of 2016.

## **History**

In the 1960s, the County channelized Meyers Creek into a drainage ditch at the edge of a meadow to accommodate future development of the Meyers Community. The drainage ditch conveys surface water away from commercially zoned parcels along Santa Fe Road and the U.S. Highway 50 frontage. The ditch disconnects Meyers Creek from its floodplain, drying out the meadow and negatively affecting riparian vegetation, wildlife habitat, and water quality. The parcels zoned for commercial development in this area are unsuitable for building sites due to site conditions and environmental regulations. The Conservancy purchased the environmentally sensitive meadow parcels for open space, water quality, and resource protection.

County staff plans their environmental improvement projects with active agency and stakeholder participation. In February of 2016, the County released a feasibility study and preferred alternative report documenting existing conditions, potential Project alternatives, and alternatives evaluation. The County also held a public meeting at that time, and the Project received broad support. The County anticipates constructing the Project in 2017. Post-construction monitoring activities to document the Project benefits will continue into 2019.



## Financing

In fall of 2015, the County applied for Project funding from the Conservancy's competitive Proposition 1 grant program. An External Review Team (External Team) individually scored the Proposition 1 applications based on the evaluation criteria in the Conservancy's Proposition 1 Guidelines. These criteria included project benefits/State priorities, readiness/feasibility, leveraged funding, innovation and science, organizational capacity, and public and stakeholder support. Conservancy staff compiled the External Team's individual scores, and the External Team met on January 15, 2016 to discuss the scoring and develop funding recommendations. The External Team recommended the Project for funding, but also noted that the Project is eligible for other funding sources and that a partial award may be appropriate.

In March of 2016, the Board authorized seven Proposition 1 grants for high priority planning, acquisition, and implementation efforts. At that time, staff notified the Board that three additional projects, including this Project, ranked highly but were not ready for Board review or approval because they had not completed the required environmental review under the California Environmental Quality Act (CEQA) or provided other supplemental information. The County has since completed the CEQA process.

The County succeeded in securing \$1,394,454 in Project funding from other sources as shown in the table below, and with this grant, adequate funding will be available to complete the entire Project.

### Other Project Funding

Funding Source	Planning	Construction
LTBMU	\$400,000	\$662,000
Tahoe Regional Planning Agency SEZ Mitigation Funds	\$208,728	\$100,000
Conservancy's Lease Revenue	\$23,726	0
<b>Totals</b>	<b>\$632,454</b>	<b>\$762,000</b>

### Proposed Grant Budget

Staff recommends the grant budget as shown below. The budget may be adjusted between line items, but total expenditures under this grant will not exceed \$1,100,000.

Design and Administration	\$145,000
Construction Administration	\$285,000
Construction	\$508,000
Monitoring	\$25,000
Contingency	\$137,000
<b>Total</b>	<b><u>\$1,100,000</u></b>

## **Authority**

### **Consistency with the Conservancy's Enabling Legislation**

Implementation of this Project is consistent with the Conservancy's enabling Legislation (Government Code Title 7.42). Specifically, section 66907.7 authorizes the Conservancy to award grants to local public agencies for purposes consistent with its mission.

Section 66907.8 authorizes the Conservancy to lease, rent, or otherwise transfer, including through license agreements, any real property interest to fulfill its purposes of protecting the natural environment and promoting State planning priorities. Section 66907.9 authorizes the Conservancy to initiate, negotiate, and participate in agreements for the management of land under its ownership or control with local public agencies.

### **Consistency with the Conservancy's Strategic Plan**

The recommended action is consistent with the Strategic Plan because it would invest in a high priority conservation Environmental Improvement Program (EIP) project (Strategy II). In addition, the recommended license for use of Conservancy land for Project improvements facilitates the efficient management of Conservancy land (Strategy III).

### **Consistency with the Conservancy's Program Guidelines**

The recommended action is consistent with the Conservancy's Proposition 1 Grant Guidelines and Special Use Guidelines. The Project provides multiple benefits, meets State and regional priorities, and is consistent with the External Team's recommendations. The action furthers the Conservancy's overall agency and Lake Tahoe Acquisitions Bond Act purposes by allowing the County to construct and maintain Project infrastructure designed to improve water quality.



The Conservancy acquired the license agreement parcels under the Environmentally Sensitive Lands Acquisition Program for protection of the natural environment and the water quality improvements proposed on these parcels are consistent with protecting natural resources. The license agreement will contain standard language requiring contractor insurance, indemnification, and restoration of any damage to the Conservancy parcels. The County will be required to maintain the restoration and water quality improvements for 20 years after installation.

### **Consistency with External Authorities**

The recommended action is consistent with the EIP because it completes implementation of EIP project # 01.01.01.0025.

### **Compliance with the California Environmental Quality Act (CEQA)**

The County, acting as the lead agency, prepared an Initial Study (IS) and Mitigated Negative Declaration (MND) for the Meyers Stream Environment Zone and Erosion Control Project (Project) to comply with CEQA. The County adopted the MND on July 19, 2016, and filed a Notice of Determination (NOD) on July 22, 2016.

A copy of the IS and MND is provided to the Board on an attached CD and is available for public review at the El Dorado County Department of Transportation, 924 B Emerald Bay Road, South Lake Tahoe, CA 96150 (Attachment 3).

As a responsible agency, the Conservancy must consider the MND prepared by the County and reach its own conclusions on whether and how to approve the Project. Staff has reviewed the MND and believes that the Project is adequately analyzed in this document. Staff has determined that the Project, as mitigated, would not cause a significant effect on the environment. The mitigation measures for the Project are on pages 2-19 of the MND checklist and the Errata Sheet.

Staff recommends the Board review and consider the MND adopted by the County as lead agency, together with any comments received during the public review process; certify that it has independently considered and reached its own conclusions regarding the potential environmental effects of the Project; make the findings as set forth in the attached resolution; and authorize the Project. If the Board considers and concurs with the MND and authorizes the funding and license agreement, staff will file an NOD with the State Clearinghouse pursuant to CEQA Guidelines, section 15096. Attachment 4 contains the Conservancy's proposed NOD.

**List of Attachments:**

Attachment 1 – Resolution 16-09-04

Attachment 2 – Project Location Map

Attachment 3 – El Dorado County Mitigated Negative Declaration (on attached CD)

Attachment 4 – Conservancy's Notice of Determination

**Conservancy Staff Contact:**

Mark Sedlock

[mark.sedlock@tahoe.ca.gov](mailto:mark.sedlock@tahoe.ca.gov)

## **ATTACHMENT 1**

California Tahoe Conservancy  
Resolution  
16-09-04

Adopted: September 15, 2016

### **MEYERS STREAM ENVIRONMENT ZONE AND EROSION CONTROL PROJECT**

Staff recommends that the Conservancy make the following findings based on the accompanying staff report pursuant to Public Resources Code section 21000 et seq.:

“The California Tahoe Conservancy, in its role as a responsible agency under the California Environmental Quality Act, has reviewed and considered the Meyers Stream Environment Zone and Erosion Control Project (Project) Initial Study and Mitigated Negative Declaration (IS/MND) certified by El Dorado County on July 19, 2016.

The Conservancy finds, on the basis of the whole record before it, that there is no substantial evidence that the Project, as mitigated, will have a significant effect on the environment. The Conservancy incorporates the mitigation measures described in the MND as a condition for approval of the project. The Conservancy hereby directs staff to file a Notice of Determination with the State Clearinghouse for this Project.”

Staff further recommends that the Conservancy adopt the following resolution pursuant to Government Code sections 66907.7, 66907.8, and 66907.9:

“The California Tahoe Conservancy hereby authorizes staff to award a Proposition 1 implementation grant in the amount up to \$1,100,000 to El Dorado County for the Meyers Stream Environment Zone and Erosion Control Project; enter into a long-term license agreement with El Dorado County, over portions of El Dorado County Assessor Parcel Numbers 033-582-05, 033-601-04, 033-602-03, 033-603-01 to 03, 033-603-06, 033-611-01, 034-020-24, 034-215-08, 034-221-14, 034-221-16, 034-270-39, 034-401-03, 034-401-15, 034-401-22, 034-402-02, 034-791-01,

and 034-802-01; and take all other necessary steps consistent with the accompanying staff recommendation.”

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 15<sup>th</sup> day of September 2016.

In WITNESS THEREOF, I have hereunto set my hand this 15<sup>th</sup> day of September 2016.

A handwritten signature in blue ink, appearing to read "Patrick Wright", written over a horizontal line.

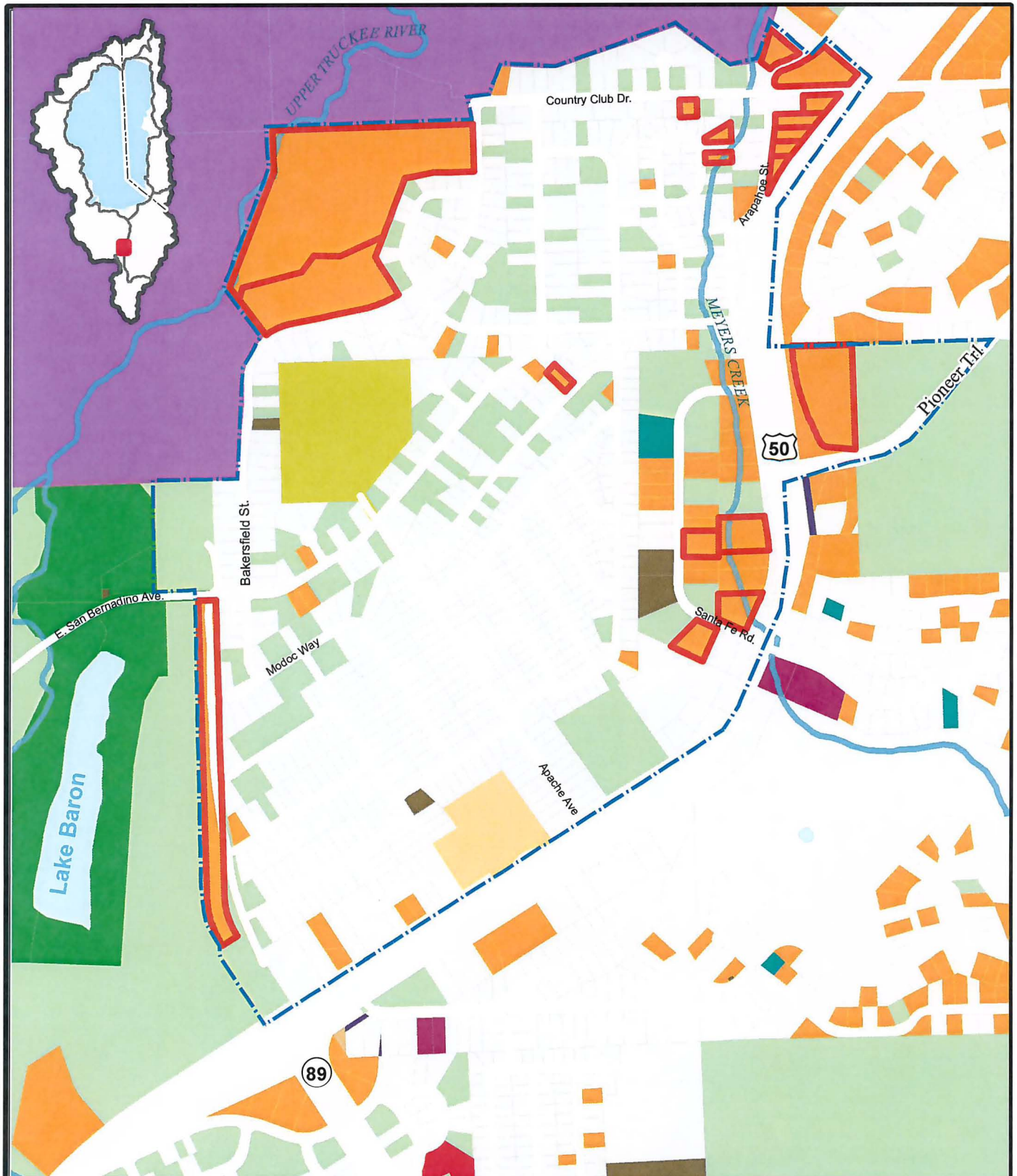
Patrick Wright  
Executive Director



# ATTACHMENT 2

## Project Site

### Meyers Stream Environmental Zone and Erosion Control Project

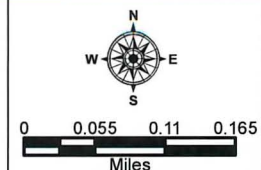


#### Proposed Items

Proposed License Agreement Parcels Project Area

#### Ownership

CA Conservation Corps	El Dorado County	State of California
CA Highway Patrol	Lake Tahoe Unified School District	Tahoe Paradise Resort Improvement District
CA Tahoe Conservancy	Lake Valley Fire Protection District	US Forest Service
CA Dept of Parks and Recreation	Private	
CA Dept of Transportation	South Tahoe Public Utility District	



Sources:  
TRPA, CTC

California  
Tahoe Conservancy



September 2016

\*Map for reference purposes only.

### **ATTACHMENT 3**

#### **MEYERS STREAM ENVIRONMENT ZONE AND EROSION CONTROL PROJECT**

El Dorado County Initial Study  
Mitigated Negative Declaration and Errata Sheet  
County's Notice of Determination

Department of Fish and Wildlife  
Environmental Filling Fee Receipt

On attached CD

## ATTACHMENT 4

### NOTICE OF DETERMINATION

TO: Office of Planning and Research  
1400 10<sup>th</sup> Street, Room 121  
Sacramento, CA. 95814

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

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***Subject:***

The filing of a Notice of Determination in compliance with section 21108 of the Public Resources Code.

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***Project Title:***

Meyers Stream Environment Zone and Erosion Control Project

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***State Clearinghouse Number:***  
2016032081

***Contact Person:***  
Mark Sedlock

***Telephone Number:***  
(530) 543-6048

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***Project Location:***

The project is located in the Meyers Community of El Dorado County in the Lake Tahoe Basin. The project area's border is the Upper Truckee River to the west and Lake Tahoe Golf Course to the northwest, U.S. Highway 50 to the south, and Pioneer Trail to the east. License agreements are proposed on 19 Conservancy parcels (El Dorado County Assessor Parcel Numbers 033-582-05, 033-601-04, 033-602-03, 033-603-01 to 03, 033-603-06, 033-611-01, 034-020-24, 034-215-08, 034-221-14, 034-221-16, 034-270-39, 034-401-03, 034-401-15, 034-401-22, 034-402-02, 034-791-01, and 034-802-01) within the Meyers Stream Environment Zone and Erosion Control Project area in the Lake Tahoe Basin, as shown on the attached map (Exhibit 1).

***Project Description:***

The primary goal of the project is ecosystem and watershed management. El Dorado County intends to restore approximately nine acres of meadow habitat and stream environment zone along Santa Fe Road and U.S. Highway 50, in addition to reducing and treating storm water runoff from 5 miles of roadway in the subdivision before it reaches the Upper Truckee River and Lake Tahoe. The project proposes to stabilize eroding channels, install infiltration basins/swales, and flow spreading structures to restore ecosystem function of the meadow and improve water quality.

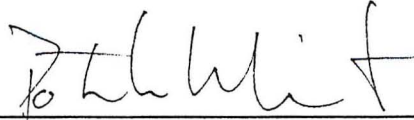
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This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above described project on September 15, 2016 [Agenda Item 7.c] and has made the following determinations regarding the above described project:

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 El Dorado County on July 19, 2016 and a Notice of Determination was filed on July 22, 2016. The Notice of Determination, Mitigated Negative Declaration, and record of project approval may be examined at El Dorado County Department of Transportation, 924 B Emerald Bay Road, South Lake Tahoe, CA 96150. The California Tahoe Conservancy reviewed and considered the Mitigated Negative Declaration 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.

Fish and Game Fees: A California Department of Fish and Wildlife Environmental Filing Fee was paid for this project by the lead agency. A copy of the receipt will be filed with this notice.

*Date Received for Filing:*

A handwritten signature in black ink, appearing to read "Patrick Wright", written over a horizontal line.

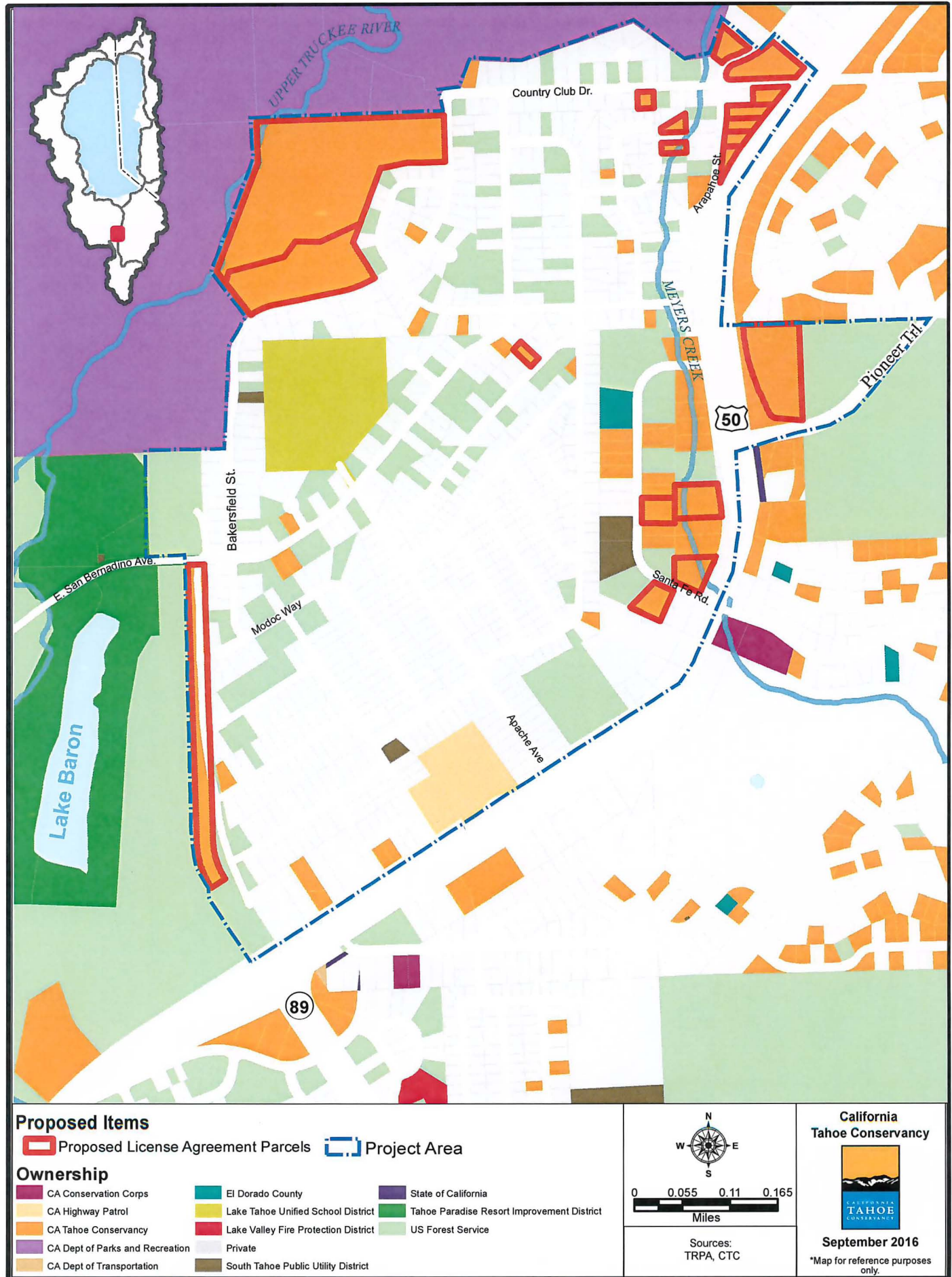
Patrick Wright  
Executive Director



# EXHIBIT 1

## Project Site

### Meyers Stream Environmental Zone and Erosion Control Project



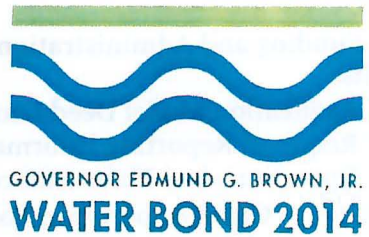
# EXHIBIT A-1

## CALIFORNIA TAHOE CONSERVANCY

### ***PROPOSITION 1*** ***GRANT APPLICATION PACKAGE***



**PROP 1**



**July 2015**

Grants funded by the *Water Quality, Supply, and Infrastructure Improvement Act of 2014*  
Direct all inquiries, correspondence, and grant applications to:

California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150

(530) 542-5580 phone  
(530) 542-5567 fax

***[www.tahoe.ca.gov](http://www.tahoe.ca.gov)***  
***[http://bondaccountability.resources.ca.gov/PDF/Prop1/PROPOSITION\\_1\\_text.pdf](http://bondaccountability.resources.ca.gov/PDF/Prop1/PROPOSITION_1_text.pdf)***



## PROPOSITION 1 GRANT APPLICATION PACKAGE OVERVIEW

This Grant Application Package provides instructions and all necessary forms to complete California Tahoe Conservancy (Conservancy) Proposition 1 planning, implementation, acquisition, and monitoring grant applications. Applicants should first read the Conservancy's Proposition 1 Grant Guidelines, which are posted on the Conservancy's website ([www.tahoe.ca.gov](http://www.tahoe.ca.gov)), for information regarding eligible applicants, consultation requirements, guiding documents, performance measures, and the Conservancy's evaluation process and criteria. Applicants should be aware that until the Conservancy determines that the requirements of SB985 have been met, projects with primary stormwater focus will not be eligible for funding. If applicants have questions on the guidelines or application process that are not answered on the Conservancy's web page, please contact Lisa O'Daly at (530) 543-6037 or [lisa.odaly@tahoe.ca.gov](mailto:lisa.odaly@tahoe.ca.gov).

### Grant Application Package Contents:

- Grant Funding and Administration Requirements  
Exhibits:
  - Acquisition Model Deed Language
  - Required Reporting Information
  - Operations and Maintenance Plan
- Proposition 1 Grant Application Form  
Other Required Forms:
  - CCC/CALCC Consultation Process and Corps Consultation Review Form
  - Land Acquisition Information Form

### Schedule and Key Dates:

Sept 21: Conservation Corps Consultation Review Forms Due  
(Implementation and Monitoring Grants)

Oct 9: Final Complete Applications Due

Nov/Dec: Conservancy and Review Team Evaluation Process

Jan/Feb: Conservancy Staff Prepare Recommendations

March 2016: Conservancy Board Authorizes Grant Awards

### Submittal Requirements:

Applicants must submit an electronic version of their full grant application, including all attachments, by October 9, 2015, to [Prop1grants@tahoe.ca.gov](mailto:Prop1grants@tahoe.ca.gov). In addition, applicants must submit one printed hardcopy of their full grant application, including attachments, either postmarked or hand-submitted by October 9, 2015, to:

**California Tahoe Conservancy**  
**Attention: Proposition 1 Grant Program**  
**1061 Third Street**  
**South Lake Tahoe, California 96150**

**CALIFORNIA TAHOE CONSERVANCY  
PROPOSITION 1  
GRANT FUNDING AND ADMINISTRATION REQUIREMENTS**

**Eligible and Ineligible Costs**

In general, only direct costs for items within the scope of the project and the timeframe of the grant agreement are eligible for payment. Indirect Costs, such as a federally approved overhead rate, may be reimbursed in lieu of direct costs. Detailed staff costs may be requested prior to reimbursement. Grant funds must be spent consistent with General Obligation Bond Law, Government Code section 16727.

Eligible expenses may be incurred by the grantee after Conservancy Board approval. Eligible activities and expenses include, but are not limited to:

*Planning Grants*

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers. Purchase negotiations and escrow fees are not eligible expenses under planning grants but are covered by acquisition grants.)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- other relevant costs approved by Conservancy staff

*Implementation Grants*

- project management/administration
- preparation of contract documents, including final design plans
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- preparation of construction bid packages, project bidding, and award
- construction of site improvements
- utility relocation and undergrounding costs consistent with Government Code section 66907.7(d)
- project inspection, evaluation, reporting and monitoring (including compliance monitoring)
- two-thirds of the costs of relocating water or sewer-related infrastructure owned by a publically owned utility for erosion control grant funds in accordance with Government Code 66907.7(d)
- other relevant costs approved by Conservancy staff



#### *Acquisition Grants*

- acquisition of land or interests in land up to the current fair market value of the interest(s) being acquired
- pre-acquisition costs
- escrow, title, and other closing costs
- project administration
- other relevant transactional costs requested in the grant application and approved by Conservancy staff

#### *Monitoring Grants*

- monitoring equipment purchase, calibration, installation and removal
- laboratory tests and analysis
- collection and retrieval of monitoring data
- data analysis and evaluation
- preparation of monitoring reports

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before grant award
- all costs related to the preparation and submittal of the grant application
- staff time to oversee contracted project management services
- staff time beyond administration of grant products and requirements
- food, refreshments and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- disallowance of per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available on line in chapter 700 (Travel) of the *California State Administration Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

**Grant Administration.** Grants awarded by the Conservancy are administered in accordance with the terms and conditions of the Conservancy's Board authorization, staff recommendation, grant agreement, these Grant Administration and Funding Requirements, and State requirements. Information on requirements pertaining to allowable costs, financial reporting and accounting may be found under the following:

- *State of California State Administrative Manual* section 700 Travel, section 900 Grants, and section 1600 Records Management
- Title 2: Grants and Agreements CFR Part 200 Uniform administrative requirements, cost principles, and audit requirements for Federal awards
- Procurement and acquisition for executive branch agencies governed by the Federal Acquisition Regulations (FAR).

Applicants for Conservancy grants may also be subject to additional State and federal requirements (e.g., State Public Contract and Labor Code). These requirements may extend to any assignees, contractors, subcontractors, or any other individuals or firms retained by the grant recipient to provide deliverables.

Grantees should be familiar with and maintain financial operations, records, systems, and procedures, and maintain sufficient documentation to support their expenses.

**Payment of Funds.** Once the grant agreement is fully executed, Conservancy grants are generally reimbursed in arrears upon the submittal of invoices monthly or quarterly, although advance requests for a percentage of the grant amount may be approved in certain instances. All reimbursement requests must be supported by appropriate invoices, purchase orders, canceled warrants/checks, payroll documents and other approved documents. Only actual and direct project-related costs incurred during the approved term of the grant agreement and other costs specified in the grant agreement budget (i.e., indirect costs/administrative overhead) are eligible for reimbursement.

Disbursements of grant funds are made incrementally, as work is satisfactorily completed. The Conservancy will retain ten percent (10%) of the total grant amount to ensure satisfactory completion of the Project. Acquisition Grants are not subject to the ten percent retention. Recipients of acquisition grants may request that land acquisition costs be paid directly to the escrow holder. All other expenses will be paid as a reimbursement upon submittal of invoices.

**Signage Requirement.** The grant agreement requires, to the extent practicable, onsite signage indicating that the project was funded by the *Water Quality, Supply, and Infrastructure Improvement Act of 2014*.

**Additional Requirements for Acquisition Grants.** The Conservancy requires applicants of acquisition grants to:

- submit the *Information Form for Land Acquisition*
- determine the fair market value of the land or interests in land to be acquired through an appraisal, which must be approved by the Conservancy?;
- obtain title insurance; and
- incorporate model deed language to ensure the property is maintained in perpetuity in a manner consistent with Proposition 1 and the purposes of the grant.

Applicants may use an abbreviated and faster value determination process for nominal value (defined as \$2,500 or less) and low-value (\$2,501 to \$10,000) acquisitions. Applicants are eligible for this streamlined process when there is no serious question as to the highest and best use, when adequate market data is available to make an administrative determination of value, when substantial damages or benefits are not involved, and when there is no reason to believe hazardous materials/waste is present.

Applicants shall indicate in the *Information Form for Land Acquisition* those acquisition(s) that they believe will be eligible for the streamlined valuation process. A final determination on which acquisitions are eligible for this process will be made in consultation with Conservancy staff, who will review and approve all title exceptions and valuation determinations as provided for in the standard Grant Agreement.

For nominal value acquisitions, title insurance is not required. However, a preliminary title report (PTR) is required for all acquisitions, including donations. In order to compensate for the lack of title insurance, an indemnification clause must be added to the purchase and sale agreement between the grantee and the seller. This clause must require the seller to indemnify the grantee against loss resulting from defects in the title in an amount sufficient to allow the project to be fully implemented.

Grantees may take title subject to a deed of trust or mortgage under the following conditions:

1. where a partial acquisition is a relatively small portion of a parcel, or of nominal value; and
2. the interest/easement is for improvements that are not essential to the overall functioning of the project, such as curb and gutter and pavement adjoining a right-of-way along the



perimeter of a parcel. An indemnity clause will be required in the purchase agreement for loss resulting from defects in title.

### **Reports and Reporting.**

*Progress Reports.* Grantees must submit progress reports semi-annually, in April and October, and a final report when the project is completed. If the grantee bills more frequently, progress reports must be submitted with reimbursement requests. All reports should contain information consistent with **Exhibit 2**.

*Operations and Maintenance Plan:* Implementation and Acquisition grant recipients must submit an Operations and Maintenance Plan (**Exhibit 3**) prior to final payment. The plan should address staffing, season of operation, fire prevention, forest fuels management, maintenance of Best Management Practices, and other day-to-day operations for the project maintenance period.

*Monitoring:* If the project includes water quality monitoring data collection, the data must be reported to the State Water Resources Control Board in a manner that is compatible and consistent with their surface monitoring data systems (i.e., California Environmental Data Exchange Network) or groundwater monitoring data systems (California Water Code [CWC] section 79404). If the project includes watershed monitoring data collection, the data must be reported to the Department of Conservation in a manner compatible and consistent with their statewide watershed program (CWC section 79404).

**Site Visits.** The Conservancy may conduct periodic site visits, including a final inspection for an implementation project, to determine if the work performed is in accordance with the terms of the grant agreement. Acquisitions will be inspected into perpetuity to ensure compliance with the purpose of acquisition.

**Final Payment.** Grantees must submit their final invoice to the Conservancy by the deadline identified in the grant agreement. This will provide adequate time for the Conservancy to review the final invoice for completeness, conduct the final inspection, if necessary, verify that the project was completed in accordance with the grant agreement, and process the final payment (including retention).

**Accounting and Audits.** The Conservancy or their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to awards, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. An audit may be performed before or after final payment.

**State and Federal Certifications and Assurances.** Grantees may be subject to State or federal funding certifications and assurances when receiving grant awards from the Conservancy. Contracts with contractor or subcontractor must also contain the appropriate certifications and assurances.

GRANT FUNDING AND ADMINISTRATION REQUIREMENTS - Exhibit 1

**ACQUISITION 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 \_\_\_\_\_ (**date**), 20\_\_\_\_, is violated, or the property is ever used in a manner inconsistent with the provisions of the funding source (The Water Quality, Supply, and Infrastructure Improvement Act of 2014, Water Code Section 79700, et seq.). 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).



## REPORTING REQUIREMENTS

### SEMI-ANNUAL REPORTING

- Project Name, CTA#
- Date Submitted; Reporting Period; Prepared by
- Invoice Number
- Summary of work completed during reporting period
- Discussion of any challenges or opportunities encountered
- Schedule Assessment (describe extent to which project is on track with the submitted schedule)
- Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
- Draft products, reports, interim findings, or other relevant materials produced
- Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt expended to date	% of total budget expended to date	Percent of task complete	Status
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### FINAL REPORTING: ALL GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Brief summary of the objectives of the project and how these objectives were accomplished
- Findings, conclusions, or recommendations for follow-up or ongoing activities
- Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
- Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
- Media coverage, as well as all promotional and educational materials produced
- Workplan work products, including public and agency meeting summaries (electronic)

### FINAL REPORTING: IMPLEMENTATION GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Recorded Notice of Completion
- As-Built or Record drawings
- First year and second year post construction monitoring reports. These reports include photographs (prints and electronic) of the completed project, with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- If applicable, water quality monitoring data and an analysis of the significance of this data in regard to the effectiveness of the site improvements in improving water quality.

### FINAL REPORTING: MONITORING GRANTS

- Project Name, CTA#:
- Date Submitted; Prepared by
- Workplan work products, including public and agency meeting summaries (electronic)
- Reports to include data collected and obtained, maps and photographs of the areas studied, interpretation of the data relevant to the project goals and objectives, and recommendations for further study and utilization of the data and results.

## OPERATIONS AND MAINTENANCE PLAN

*Submit the following information, as appropriate, prior to final payment for all Implementation and Acquisition Grants:*

### OPERATIONS AND MAINTENANCE PLAN for Useful Life of the Improvements

- Project Name, CTA#
- Date Submitted; Reporting Period; Prepared by
- Project Elements to include:
  - *Facilities*: structures, parking lots, tables, benches, etc.
  - *Stormwater*: storm drain pipes and inlets, channels, Best Management Practices, basins, etc.
  - *Infrastructure*: electrical, potable water plumbing, irrigation, sewer, etc.
  - *Restoration*: revegetation, riparian stabilization, source control, etc.
  - *Land*: fire prevention and forest fuels management activities; property inspections
- Operations:
  - Season of Operation -- Months, Days and Hours of Operation:
  - Staffing levels during operation:
  - Operated by: (ex. Agency department, concessionaire, volunteers, etc.)
  - Estimated annual operations costs:
  - Operations funded by: (Collected revenues, donations, general fund, etc.)
- Maintenance:
  - Maintenance inspections to be performed and frequency:
  - Routine maintenance needs and triggers:
  - Routine maintenance performed by:
  - Procedure for special repairs or maintenance needs:
  - Estimated annual inspection and maintenance costs:
  - Maintenance funded by:
- Reporting: Advise the Conservancy of any other regular reporting on the operations or maintenance that occurs or is expected to occur, e.g., TMDL reporting, annual report to Council or Board in (month), etc.



# COMMUNITY DEVELOPMENT AGENCY

## TRANSPORTATION DIVISION

<http://www.edcgov.us/DOT/>

### PLACERVILLE OFFICES:

#### MAIN OFFICE:

2850 Fairlane Court, Placerville, CA 95667  
(530) 621-5900 / (530) 626-0387 Fax

#### CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667  
(530) 642-4909 / (530) 642-0508 Fax

### LAKE TAHOE OFFICES:

#### ENGINEERING:

924 B Emerald Bay Road, South Lake Tahoe, CA 96150  
(530) 573-7900 / (530) 541-7049 Fax

#### MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150  
(530) 573-3180 / (530) 577-8402 Fax

October 9, 2015

California Tahoe Conservancy  
Attention: *Proposition 1 Grant Program*  
1061 Third Street  
So. Lake Tahoe, CA 96150

**Subject: Grant Application Package for the Grant Program Funded by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1)**

Dear Proposition 1 Grant Program Coordinator:

This letter serves as the County of El Dorado Community Development Agency, Transportation Division's (CDA-TD) grant application package submission for the subject grant program.

CDA-TD is appreciative of this opportunity and looks forward to hearing from the Proposition 1 Review Team.

Should you have any questions, please feel free to contact me at (530) 573-7920 or by email at [donaldo.palaroan@edcgov.us](mailto:donaldo.palaroan@edcgov.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "Donaldo Palaroan", is written over a horizontal line.

Donaldo Palaroan, P.E.  
Senior Civil Engineer

Enclosures

c: Bard Lower, CDA-TD  
John Kahling, CDA-TD  
Brendan Ferry, CDA-LRP  
Russell Wigart, CDA-LRP  
Daniel Kikkert, CDA-TD



**CALIFORNIA TAHOE CONSERVANCY  
PROPOSITION 1 GRANT APPLICATION FORM****Project Name:**

Meyers Stream Environment Zone/ Erosion Control Project

**Has your organization applied for, or does it intend to apply for, funding from another public agency for this project?** ☒ Yes ☐ No

If yes, indicate the agency/grant program:

See attached.

**Contact Information:**

Applicant's Name (Organization): County of El Dorado Community Development Agency, Transportation Division

Mailing Address: 924 B Emerald Bay Road, South Lake Tahoe, CA 96150

Authorized Representative (Indicate **staff** or **contractor**): Donaldo Palaroan, P.E.

Phone: (530) 573-7920

Email: donaldo.palaroan@edcgov.us

Other key personnel who may represent the application (list name and contact info)

See attached.

**Project Type:**☐ Planning Grant☐ Acquisition Grant☒ Implementation Grant☐ Monitoring Grant☐ If a Grant Augmentation Request, CTA#**Primary Focus Area:**

Ecosystem and Watershed Management, Stormwater Quality

Is this project on the current 5-year EIP list? ☒ Yes ☐ No

If no, describe your organization's strategy for adding it:

**Project Description, including Project Benefits and Consistency with Statewide Priorities and the Lake Tahoe Environmental Improvement Program (EIP):** Describe the project,highlighting the goals of the project and the Project’s consistency with Focus Area(s) and applicable Focus Area-specific Guiding Documents. Describe the project’s multiple benefits, within or across Focus Areas, including any climate change benefits, if applicable. Indicate how the project provides fisheries or ecosystem benefits or improvements that are greater than required applicable environmental mitigation measures or compliance obligations.

See attached.

**Project Schedule and Readiness/Feasibility.** Describe the current status of the project and the readiness to proceed (e.g., permit status, data needs, easements, etc.), completion dates for major project milestones/work products, and project completion date.

See attached.

**Innovation and Science.** Describe how the project applies the best available science to inform decisions regarding water resources; describe new or innovative technology or practices proposed for use, including decision support tools that support integrated resource management.

See attached.

**Performance Measures.** Describe project-specific performance measures and indicate how project effectiveness will be assessed.Describe the proposed monitoring and evaluation methods and data to be collected and evaluated.

See attached.

**Project Budget; Leveraged Funding.** Provide a detailed budget for the funds requested (Example layout below), as well as the total project cost, based upon estimates of eligible costs; identify other funding sources that have been secured, applied for, or are being considered; describe any in-kind assistance by the applicant. *Attach detailed budget in Excel format including all rows and columns in below example.*

EXAMPLE Budget Categories /Activities	Conservancy Request	Cost Share (secured or applied for)	Unfunded Amount	Total Project Cost
Project Administration				
Planning (add subcategories by task)				
Acquisition (add subcategories by task)				
Design (add subcategories by task)				
Construction (add subcategories by task)				
Equipment				
Monitoring (add subcategories as necessary)				
Project Fees				
Utilities				
Contingency				
<b>TOTAL</b>				

**Additional information/explanations:**

Does this budget request include a project administration and/or contingency amount of more than 10% of the total grant request? ☐ Yes ☒ No

If so, provide a justification of the special circumstances that warrant consideration of the proposed amount.

**Organizational Capacity.** Describe your organization's experience and capacity to plan and deliver the project within the schedule and budget.

See attached.

**Public, Stakeholder, and Agency Support.** Describe the role of the Environmental Improvement Program (EIP) workgroup, if any, and support of stakeholders; indicate public involvement efforts to date and anticipated, and summarize public response to the project.

See attached.

**Environmental Documentation.**

- ☐ Complete  
Filed with State Clearinghouse? ☐ Yes ☐ No  
(provide document only upon request)
- ☒ Not complete; provide status and short description.

See attached.

**Corps Consultation.**

- ☒ Complete.  
Form attached? ☒ Yes ☐ No
- ☐ Exempt from consultation requirement. By checking this box, applicant attests that this project is solely for planning or acquisition activities.

**Land Tenure, if applicable.**

- ☐ Not applicable (such as Acquisition Grant)
- ☒ Applicant owns site
- ☐ Land is not owned by applicant.

If the applicant does not own the project site but has adequate site control to support the project, describe and attach documentation. "Adequate site control" includes a lease, special use permit, easement, joint powers agreement, or other suitable interest in the property (lasting at least for the duration of the grant operation and maintenance obligation).

See attached.

If site control has not been obtained, describe the plan to obtain site control and how the project would be affected if it is not obtained.

See attached.

Describe any plans to locate the project on or adjacent to Conservancy land, and how that land might be affected.

See attached.

**Governing Body Resolution.** Attach a resolution by the governing body, or letter from an authorized administrator, of the project sponsor confirming the organization's commitment to the project and to operate and maintain the project for its useful life following the completion of construction.

- ☐ Attached
- ☒ In progress. Expected on: Nov 17, 2015

## REQUIRED ATTACHMENTS

### All Applications:

- ☒ Location Map
- ☒ Map(s) identifying any Conservancy land located within the Project Area
- ☒ Governing Body Resolution
- ☐ Site Control Documentation (if applicable)
- ☒ Support letters (optional, no more than five)

### Implementation Grants:

- ☒ Corps Consultation Review Form
- ☒ Engineer's estimate (if available)
- ☐ Monitoring and evaluation plan (if available)

### Monitoring Grants:

- ☐ Corps Consultation Review Form

### Acquisition Grants:

- ☐ Land Acquisition Information Form for each parcel to be acquired



## **CORPS CONSULTATION PROCESS FOR IMPLEMENTATION and MONITORING GRANTS**

Consistent with the requirements of Proposition 1, applicants for Conservancy Proposition 1 implementation and monitoring grants must consult with representatives of the CCC and California Association of Local Conservation Corps (CALCC, the entity representing the certified community conservation corps), collectively “the Corps,” to determine the feasibility of the Corps’ participation in the project through the process described below. Examples of work that the Corps may be able to perform may be found at: <http://www.ccc.ca.gov/work/programs/prop1/Pages/default.aspx>.

Step 1: By September 21, 2015, applicants for all implementation and monitoring grants must submit the Corps Consultation Review Form via email concurrently to both the CCC and CALCC representatives:

California Conservation Corps representative:

Name: CCC Prop 1 Coordinator      Email: [Prop1@ccc.ca.gov](mailto:Prop1@ccc.ca.gov)  
Phone: (916) 341-3100

California Association of Local Conservation Corps representative:

Name: Crystal Muhlenkamp      Email: [inquiry@prop1communitycorps.org](mailto:inquiry@prop1communitycorps.org)  
Phone: 916-426-9170 ext. 0

Step 2: By October 2, 2015, the CCC and CALCC representatives will review the submitted information, contact the applicant if necessary, and provide applicants with a completed *Corps Consultation Review Form*. Through this process, the Corps will inform applicants either that:

- (1) It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project; or
- (2) It is feasible for the CCC and/or certified community conservation corps services to be used on the project and identifying the aspects of the project that can be accomplished with Corps services.

Step 3: By October 9, 2015, applicants must submit a complete Proposition 1 application to the Conservancy, including the completed *Corps Consultation Review Form* if project is not exempt.

Step 4: The Conservancy reviews grant applications consistent with the process described in the Proposition 1 Grant Guidelines, and prepares recommendations for Board approval in March 2016.

Step 5: Successful grant applicants for projects using CCC or CALCC services must develop a scope of work and enter into a contract with the appropriate Corps, and provide a copy of the contract to the Conservancy as part of the Grant Agreement.

**California Conservation Corps and Certified Community Conservation Corps  
Proposition 1 - Water Bond  
Corps Consultation Review Form**

Unless an exempted project, this Corps Consultation Review Document must be completed by California Conservation Corps and Community Conservation Corps staff and accompany applications for projects or grants seeking funds through Proposition 1, Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds. Non-exempt applications that do not include this document demonstrating that the Corps have been consulted will be deemed "noncompliant" and will not be considered for funding.

**To be completed by Applicant:**

1. Name of Applicant:

Project Title:

Department/Conservancy to which you are applying for funding: **California Tahoe Conservancy**

2. Please attach the following items to your email that transmits this form:

- ☒ Project Title and Primary Focus Area
- ☒ Project Description (identifying key project activities and deliverables)
- ☒ Project Map (showing project location)
- ☒ Project Implementation estimated start and end dates

**To be completed by Corps:**

This Consultation Review Document is being prepared by:

- ☐ The California Conservation Corps (CCC)
- ☐ California Association of Local Conservation Corps (CALCC)

3. Applicant has submitted the required information by email to the CCC and CALCC:

- ☐ Yes (applicant has submitted all necessary information to CCC and CALCC)
- ☐ No (applicant has not submitted all information or did not submit information to both Corps – application is deemed non-compliant with Corps consultation process)

4. After consulting with the project applicant, the CCC and CALCC has determined that:

- ☐ It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project (deemed compliant)
- ☐ It is feasible for the CCC and/or certified community conservation corps services to be used on the project and the following aspects of the project can be accomplished with Corps services (deemed compliant):

CCC comments below:

**LAND ACQUISITION INFORMATION FORM**  
(Use one form for each parcel)

Project Title: \_\_\_\_\_

1. Assessor's Parcel Number: \_\_\_\_\_

2. Parcel Street Address: \_\_\_\_\_

3. Owner's Name: \_\_\_\_\_

4. Owner's Mailing Address: \_\_\_\_\_

5. Subdivision Name: \_\_\_\_\_

6. IPES Score or Land Capability: \_\_\_\_\_

7. a. Assessed Value: Land \$ \_\_\_\_\_ Improvements \$ \_\_\_\_\_

b. Approximate % of parcel needed: \_\_\_\_\_

c. Current fair market value of portion of parcel needed: \$ \_\_\_\_\_

☐ fee ☐ easement

8. Existing improvements, if any:

9. a. Owner Contacts Made: (date) \_\_\_\_\_

b. Owner's Response (if the owner is willing but with conditions, list those conditions):

c. Alternatives to acquisition (such as permit or right-of-entry):

10. Is this a Nominal or Low Value Acquisition that you believe is eligible for the streamlined valuation process? ☐ Yes ☐ No

11. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the parcel. If a creek or other drainage crosses the property, sketch its approximate location.





# COMMUNITY DEVELOPMENT AGENCY

## TRANSPORTATION DIVISION

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**MAINTENANCE:**

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(530) 573-3180 / (530) 577-8402 Fax

### California Tahoe Conservancy, Proposition 1 Grant Application Form for the Meyers Stream Environment Zone/ Erosion Control Project

**Funding from other public agencies:**

## California Tahoe Conservancy

2013-2014 Lease Revenue Agreement, CTA 12 005 = \$7,648

2014-2015 Lease Revenue Agreement, CTA 14 010 = \$9,987

2015-2016 Lease Revenue Agreement, CTA 15 007 = \$6,091

## USDA Forest Service Southern Nevada Public Land Management Act

2010 Erosion Control Program, Round 10 = \$250,000 (Planning)

2011 Erosion Control Program, Round 11 = \$150,000 (Planning)

2012 Erosion Control Program, Round 12 = \$420,000 (Implementation)

## Tahoe Regional Planning Agency

Stream Environment Zone Mitigation Funds = \$208,728

**Other Key Personnel:**

Steve Pedretti

Community Development Agency Director

(530) 621-5914

[steve.pedretti@edcgov.us](mailto:steve.pedretti@edcgov.us)

Bard Lower

Community Development Agency

Transportation Division Director

(530) 621-7533

[bard.lower@edcgov.us](mailto:bard.lower@edcgov.us)

John Kahling, P.E.  
Community Development Agency  
Transportation Division Deputy Director, Engineering  
(530) 642-4974  
john.kahling@edcgov.us

Donaldo Palaroan, P.E.  
Community Development Agency  
Transportation Division, Tahoe Engineering  
Senior Civil Engineer  
(530) 573-7920  
donaldo.palaroan@edcgov.us

Brendan Ferry, CPESC  
Community Development Agency  
Long Range Planning Division, Storm Water Program Manager  
(530) 573-7905 – Tahoe  
(530) 621-5653 – Placerville  
brendan.ferry@edcgov.us

Russell Wigart, CPESC  
Community Development Agency  
Long Range Planning Division, Storm Water Coordinator – Tahoe Basin  
(530) 573-7924 – Tahoe  
russell.wigart@edcgov.us

Daniel Kikkert, P.E.  
Community Development Agency  
Transportation Division, Tahoe Engineering  
Senior Civil Engineer  
(530) 573-7914  
dan.kikkert@edcgov.us

**Project Description, including Project Benefits and Consistency with Statewide Priorities and the Lake Tahoe Environmental Improvement Program (EIP):**

The Meyers Stream Environment Zone/ Erosion Control Project (Project) aims to restore approximately nine acres of stream environment zone (SEZ) partially through the reconnection of Meyers Creek (Creek) to its floodplain. In the 1960s, the Creek was channelized linearly along the border of the SEZ to make way for urban development and allow for conveyance of flood flows through the parcel. This disturbance has led to a non-functioning meadow system, a channelized intermittent stream system that lacks floodplain connectivity and contributes large volumes of fine sediment to the Upper Truckee River during large events, and a degraded ecosystem lacking in appropriate habitat to support wildlife species. The nine acre SEZ area is located on Santa Fe Road at the west end of Pioneer Trail in Meyers. This area was never



developed, however the Creek was left in this man-modified configuration which disconnects the Creek from the adjacent floodplain and allows no wetland or meadow system processes to occur. By reconnecting this Creek to its floodplain we intend to restore wetland processes including biochemical cycling and groundwater surface water interactions thereby improving suitable wetland habitat including vegetation, soil chemistry, aquatic systems, biological organisms, wildlife and possibly fisheries. The Project also supports greenhouse gas reductions (GHG), groundwater recharge, flood control, water efficiency, possible urban residential and commercial regional treatment systems, and recreation. The Project could serve as an educational outdoor classroom as it involves nearly all aspects of restoration. The completed Project also seeks to restore nearly five miles of roadways through source control, hydrologic design and treatment. The Project will use source control to prevent erosion/ disturbance, hydrologic control through routing/ conveyance and treatment through infiltration/ stormwater runoff volume reduction. In the end, a very holistic and integrated project will be completed, and be a demonstration for meadow restoration and an environmental benefit for the community and Lake Tahoe.

Urban development in the Project area has displaced the natural treatment areas and re-routed the drainage ways that once existed in the SEZ. Currently, concentrated stormwater flows off the road shoulders and is conveyed through pipes under roads and directed to a system of ditches which are conveyed to the Creek which has been identified by the County of El Dorado as a conduit for delivery of high concentrations of sediment to the Upper Truckee River. These flows originating within regions of the Project area reach Lake Tahoe via the Upper Truckee River, resulting in the transport of fine sediment to Lake Tahoe without infiltration or treatment. The connectivity between Lake Tahoe and the Project area results in a high rate of delivery of fine sediment to Lake Tahoe.

The Project area is presented in the attached location map which also shows the proximity of the Project to the Upper Truckee River and previous projects. The Project area is within the Tahoe Regional Planning Agency (TRPA) Plan Area Statement of Meyers Residential (#124), Meyers Commercial and Meyers Community Plan (#125) and Meyers Forest (#123). Included within these areas are three EIP projects, former EIP #s 189, 190, and 191 for Tahoe Paradise – Meadowvale, Tahoe Paradise – Mandan and Meyers Residential, respectively. To date three erosion control projects (ECP) have been built that contribute runoff to the Project area: Pioneer Trail I ECP (1989), Santa Fe ECP (1988) and the Apache I & II ECPs (1994).

The Project is part of a series of active ECPs and SEZ restorations within the watershed being completed by Community Development Agency, Transportation Division (CDA-TD), California Tahoe Conservancy (CTC) and United States Forest Service (USFS). CDA-TD is currently working to finish the planning process for the Project. This process includes the formulation of alternatives to address the problems noted and the analysis of the project alternatives with the goal of selecting a preferred alternative.

Through the National Pollutant Discharge Elimination System (NPDES) monitoring program, the CDA-TD has collected data at the Creek as it passes through the outfall pipe under Country Club Drive. At strategic locations above this sampling point, the CDA-TD has identified high turbidity levels from the California Department of Transportation (Caltrans) runoff before it

reaches County of El Dorado right-of-way (ROW). Field investigations conducted during storm events verified problem areas especially where no shoulder treatments exist or stormwater conveyance systems are either undersized or do not exist. Where possible, the CDA-TD will work to test the feasibility of utilizing public lands including CTC and USFS parcels to re-route flows so as not to exceed the capacity of treatment systems, and reduce the total volume of runoff. Emphasis will be given to high flow volume areas where runoff monitoring samples show higher turbidity.

The goal of the Project is to improve the clarity of Lake Tahoe by reducing the detrimental water quality impacts of stormwater runoff from subdivisions tributary to and within the Project area. The objective of the Project is the reduction in the transport of fine sediment from the Project area by constructing water quality Best Management Practices (BMPs) within the Project area.

Multiple benefits for this project include:

- 1.) Climate Change and Greenhouse Gas (GHG) – Increased meadow vegetation will sequester carbon and reduce greenhouse gas. The Project will enhance nine acres of meadow/ wetland allowing for effective and extensive carbon sequestration.
- 2.) Urban water use efficiency – The Project will collaborate with South Tahoe Public Utility District (DISTRICT) to reduce the need for irrigation of landscaping and provide for water recycling through storage and reuse. Water conservation programs help to increase urban water use efficiency. The Project will enhance groundwater recharge and allow water currently being bypassed through the meadow to be effectively infiltrated and stored.
- 3.) Increase Water Supply – groundwater recharge and restoring surface hydrology. Water harvesting for reuse, groundwater recharge through stormwater infiltration, water quality improvements through restoration of stream zones and infiltration of runoff.
- 4.) Improve water quality – Decrease sediment and nutrient loading to the Upper Truckee River and Lake Tahoe. The Project will improve water quality through infiltration, source control, restoration and the upgrading of infrastructure. The Project is the largest fine sediment contributor to Lake Tahoe in El Dorado County and is expected to yield significant load reductions for the Tahoe Total Maximum Daily Load (TMDL).
- 5.) Ecosystem restoration and bio diversity – The Project includes the restoration of several acres of active floodplain and meadow. The anticipated environmental benefits include vegetation, wildlife, invertebrates, water fowl and water quality. The Project involves the restoration of a large meadow system and re-connection of the floodplain to its surface water (Meyers Creek).
- 6.) Land use planning and management – The Project will be designed in coordination with the Meyers Area Plan and the County of El Dorado Stormwater Management Plan.
- 7.) Watershed management – The Project will implement sustainable solutions to implement plans, programs and projects that support and enhance terrestrial life within its boundary. The Project seeks to improve/ manage water quality, drainage and stormwater runoff.



- 8.) Invasive species – Preventing the spread and eradication of invasive species through vegetative management and native plant selection will be encouraged through the Project and public participation process.
- 9.) Low Impact Development (LID) – The Project will use LID, stormwater runoff volume reduction and infiltration as well as source control practice to prevent erosion. Restoring wetlands and SEZ components will be addressed.

**Project Schedule and Readiness/Feasibility:**

Milestone	Dates	
	Phase 1	Phase 2
Feasibility Report ( <i>currently in progress</i> )	November 2015	
Preferred Alternative Report	January 2016	
Environmental Documents	March 2016	
Final Plans, Specifications, Reports	May 2016	May 2017
Final Agency Permits and Submittals	May 2016	May 2017
Advertise and Bid	June 2016	June 2017
Award Contract	July 2016	July 2017
Begin Construction	August 2016	August 2017
End Construction	October 2016	October 2017

**Innovation and Science:**

Lake Tahoe's water quality and clarity is threatened by increased input of sediment and nutrients that result from human activity and development. Development adds impervious surfaces, such as roads, parking lots and buildings, which accumulate and concentrate stormwater runoff, increasing the delivery of pollutants in stormwater runoff. The Lake Tahoe TMDL (2007) Technical Report identifies very fine sediments (<16 um) and nutrients (N and P) as the culprits in declining lake clarity. Dr. Ted Swift, of UC Davis, determined that very fine particles of inorganic matter are the most important factor in Tahoe's clarity loss. These silt and clay-sized particles are only 0.5 to 10 microns in diameter and are extremely difficult to remove from runoff migrating toward the lake.

Dr. Swift's research reports that suspended fine inorganic particulates cause approximately 50 percent of the light scattering that clouds the water causing clarity loss in Lake Tahoe, while

about 30 percent of the clarity loss is caused by algae particles, and 20 percent of clarity loss is caused by light absorption by pure water and dissolved organic matter. Particles of this size remain suspended in the Lake Tahoe for months and even years before settling to the bottom. Theoretical calculations show that a 10-micron soil particle of typical shape and density will take over 100 days to settle to the average depth of the lake floor (313 meters or 1,027 feet) under ideal conditions, while a 4-micron particle will take almost 1,000 days to settle. However, winter storms often mix lake water to a depth of 300 meters, so particles are frequently brought back up hydrodynamically toward the lake surface before they resume settling to the bottom.

One portion of this Project is to implement concepts of the Lake Tahoe TMDL. The TMDL's objective is to reverse and restore Lake Tahoe's optical clarity, whose loss is attributed to increased fine sediment and increased algae production from nutrients. This Project will reduce fine sediments and nutrients generated in the urban uplands, called out by the TMDL for having the highest opportunity for pollutant load reductions. The TMDL focuses on deep lake water quality, however by the reduction of runoff volume and treatment of fine sediment particles (FSP) there will also be a notable benefit to nearshore water quality through nutrient reductions. The reduction of runoff volumes will also allow percolation and infiltration of runoff to groundwater allowing recharge of drought impacted groundwater.

By implementing BMPs in urban uplands of this Project area, this Project promotes the reduction of TMDL targeted pollutant loads and strives to accelerate compliance with the water quality standards of the Lahontan Basin Plan, Lake Tahoe Regional Plan and 208 Lake Tahoe Water Quality Management Plan.

### **Performance Measures:**

The Projects effectiveness will be assessed through both quantitative and qualitative assessments. The Tahoe TMDL includes the use of the Pollutant Load Reduction Model (PLRM) to quantify average annual pollutant loads and runoff volumes to calculate Fine Sediment Particle (FSP), Total Phosphorous and Total Nitrogen loads and load reductions. The County of El Dorado will also include other performance calculations such as event based load calculations, as necessary to quantify and demonstrate project success.

#### **Quantitative Assessments:**

- 1.) The PLRM provides quantifiable metrics for understanding pollutant transport loads and volumes. Any collected data will be used to inform and identify the PLRM loads and targets. Information from the PLRM also includes:
  - a. FSP Loads and Load Reductions;
  - b. Nitrogen Loads and Load Reductions; and,
  - c. Phosphorous Loads and Load Reductions.
- 2.) Measurements are continually being collected as part of the NPDES program and Meyers and Country Club projects. Data will continue to be collected as part of this Project in an effort to quantify the measured loads and loads reductions associated

with this Project.

Qualitative Assessments:

- 1.) Photographic documentation
  - a. Photo monitoring to include assessments of long term stability and success through vegetation establishment to inform potential adaptive management.
- 2.) Visual inspections
  - a. Semi-annual visual inspections will inform of any potential problems that need to be addressed and also help inform adaptive management.

Multi-benefit EIP stormwater projects will be monitored and benefits will be evaluated through the EIP Lake-Saving Project Tracker and Tahoe Sierra Integrated Regional Watershed Management (IRWM) Data Management System (DMS). The Tracker includes performance measures (among others) to quantify:

#	Performance Measure	Performance Measure Unit
1	Fine Sediment Load Reduction Achieved	kg
2	Nitrogen Load Reduction Achieved	kg
3	Phosphorous Load Reduction Achieved	kg
4	Parcels with Stormwater Retrofits	parcels
5	Miles of Roads Treated	miles
8	Impervious Coverage Retired	square feet
7	Linear Feet of Stream Channel Restored or Enhanced	square feet
8	Impervious Coverage Retired	square feet
9	Acres of SEZ Restored or Enhanced	square feet
10	Acres of Environmentally Sensitive Land Acquired	acres
26	Miles of Trails Developed or Improved	miles
28	Educational and Interpretive Programs Produced	number



**Project Budget; Leveraged Funding:**

Budget Categories/ Activities	Conservancy Request	Cost Share (secured or applied for)	Unfunded Amount	Total Project Cost
Project Administration		0.00		0.00
Planning				
Pre-construction Monitoring		30,136.00		30,136.00
Preliminary Design (30%)		286,762.00		286,762.00
Environmental Documents		78,558.00		78,558.00
Acquisition		0.00		0.00
Right-of-Way Authorization		0.00		0.00
Right-of-Way Appraisals		0.00		0.00
Right-of-Way Acquisition		0.00		0.00
Close Escrows		0.00		0.00
Design		0.00		0.00
Right-of-Way Engineering		0.00		0.00
65% Design (Draft Plans)	65,000.00	28,272.00		93,272.00
95% Design (Pre-final Plans and Specifications)	55,000.00	0.00		55,000.00
100% Design (Final Plans and Specifications)	25,000.00	0.00		25,000.00
Construction		0.00		0.00
Advertise and Award	20,000.00	0.00		20,000.00
Construction Administration	265,000.00	70,000.00		335,000.00
Direct Construction Cost	750,000.00	508,728.00		1,258,728.00
Equipment	15,000.00	0.00		15,000.00
Monitoring	25,000.00	20,000.00		45,000.00
Project Fees	0.00	0.00		0.00
Utilities	0.00	0.00		0.00
Contingency	122,000.00	30,000.00		152,000.00
<b>Total</b>	<b>\$1,342,000.00</b>	<b>\$1,052,456.00</b>	<b>\$0.00</b>	<b>\$2,394,456.00</b>

**Additional information/explanations:**

**Organizational Capacity:**

The County of El Dorado's CDA-TD, Tahoe Engineering office has a long history of delivering projects on time and on budget. The organization is fully committed to continue its relationship with the Tahoe agencies, partners, and stakeholders to deliver another important EIP project.

The project team will consist of a project manager, engineering support staff and the appropriate administrative support.

**Public, Stakeholder, and Agency Support:**

County of El Dorado Community Development Agency, Transportation Division – Project Implementer

United States Forest Service – Funding Agency

California Tahoe Conservancy – Funding Agency

Tahoe Regional Planning Agency – Regulating Agency

Lahontan Regional Water Quality Control Board – Regulating Agency

Tahoe Resource Conservation District – Community Participant/ Public Outreach

Tahoe Paradise Resort Improvement District – Recreation District to assume the maintenance and operations of the recreational facilities at the Tahoe Paradise Resort

Public Support – This Project includes an extensive community outreach component in the Meyers community to inform and educate the public of the need for BMP retrofit and encourage public participation through BMP implementation, rain water harvesting, recycling, nutrient management and responsible management practices. The Project will also include several public stakeholder meetings that allow community participation and involvement.

*Technical Advisory Committees (TAC)*

This Project TAC includes all stakeholders including technical design, funding, regulatory and utilities. Agencies include the County of El Dorado, CTC, California Department of Parks and Recreation, California Department of Transportation, USFS, TRPA, Lahontan, Tahoe Resource Conservation District (TRCD), DISTRICT, Southwest Gas and Charter Cable. The TAC has input relative to the design and review of plans relative to the Project. The Project uses a modified Preferred Design Approach that engages all stakeholders to keep the project on schedule and assist in expeditious approvals and finalize permitting.

*Political Support*

1. Pursuant to the requirements of Section 208 of the Clean Water Act, the TRPA prepared a Water Quality Management Plan (208 Plan) in 1978 for the Lake Tahoe Basin. The 208 Plan identifies erosion, runoff, and disturbance resulting from development such as subdivision roads as primary causes of the decline of Lake Tahoe's water quality. The 208 Plan also mandates that capital improvement projects such as this Project be



- implemented to bring all County of El Dorado roads into compliance with BMPs by the year 2008.
2. In the early 1980's, the California Regional Water Quality Control Board – Lahontan Region (Lahontan) adopted a Basin Plan that also mandated that BMPs be implemented within the Tahoe Basin to protect the water quality of Lake Tahoe and its tributaries.
  3. In 1987, the CTC completed a report entitled "A Report on Soil Erosion Control Needs and Project in the Basin" that further identified specific project areas for BMP retrofit.
  4. In 1992, TRPA and the County of El Dorado entered into a Memorandum of Understanding (MOU) related to completing various water quality and erosion control efforts within the County of El Dorado using the Transportation Division's Maintenance and Operations.
  5. In 1997, TRPA developed a Basin-wide EIP that defined various projects in need of BMP/erosion control retrofits.
  6. In 2007, Basin plan update and TMDL effort.
  7. In 2011, TMDL for Tahoe is adopted
  8. In 2011, US Senator Dianne Feinstein, California Governor Edmund G. Brown, Jr., Nevada Governor Brian Sandoval and U.S. EPA Regional Administrator Jared Blumenfeld signed a TMDL roadmap to return the lake to almost 100 feet of clarity within 65 years.
  9. In 2012, TRPA Regional Plan Update

#### *Plans Associated with the Project*

- ❖ Meyers Area Plan;
- ❖ County of El Dorado Stormwater Management Plan/ Pollutant Load Reduction Plan;
- ❖ Lahontan Basin Plan;
- ❖ TRPA Regional Plan;
- ❖ Department of Water Resources (DWR) Urban Water Management Plan;
- ❖ Integrated Regional Stormwater Management Plan;
- ❖ County of El Dorado Project Feasibility Report, Design Report, and 50% plans; and,
- ❖ Upper Truckee River Project Feasibility Report.

#### **Environmental Documents:**

Under a professional services agreement for environmental services, CDA-TD currently has a draft Initial Environmental Study/ Environmental Assessment (IES/EA) with the intent to adopt a California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) for the Project. The IES/EA will be submitted to the various Tahoe agencies for their review. Adoption of the CEQA MND and filing of the Notice of Determination are scheduled for spring 2016.

The Project includes federal funding sources; therefore must fulfill the requirements of the National Environmental Policy Act (NEPA). The necessary special studies and wetland evaluation work was also completed. The information has been compiled and soon to be submitted to the appropriate federal agencies for environmental clearance. CDA-TD anticipates

receiving the USFS Decision Memo in the spring of 2016. Also, CDA-TD anticipates the mitigation measures to be outlined in the CEQA documentation will be adequate to mitigate all anticipated impacts to a less than significant level, therefore will request a Categorical Exclusion with the USFS.

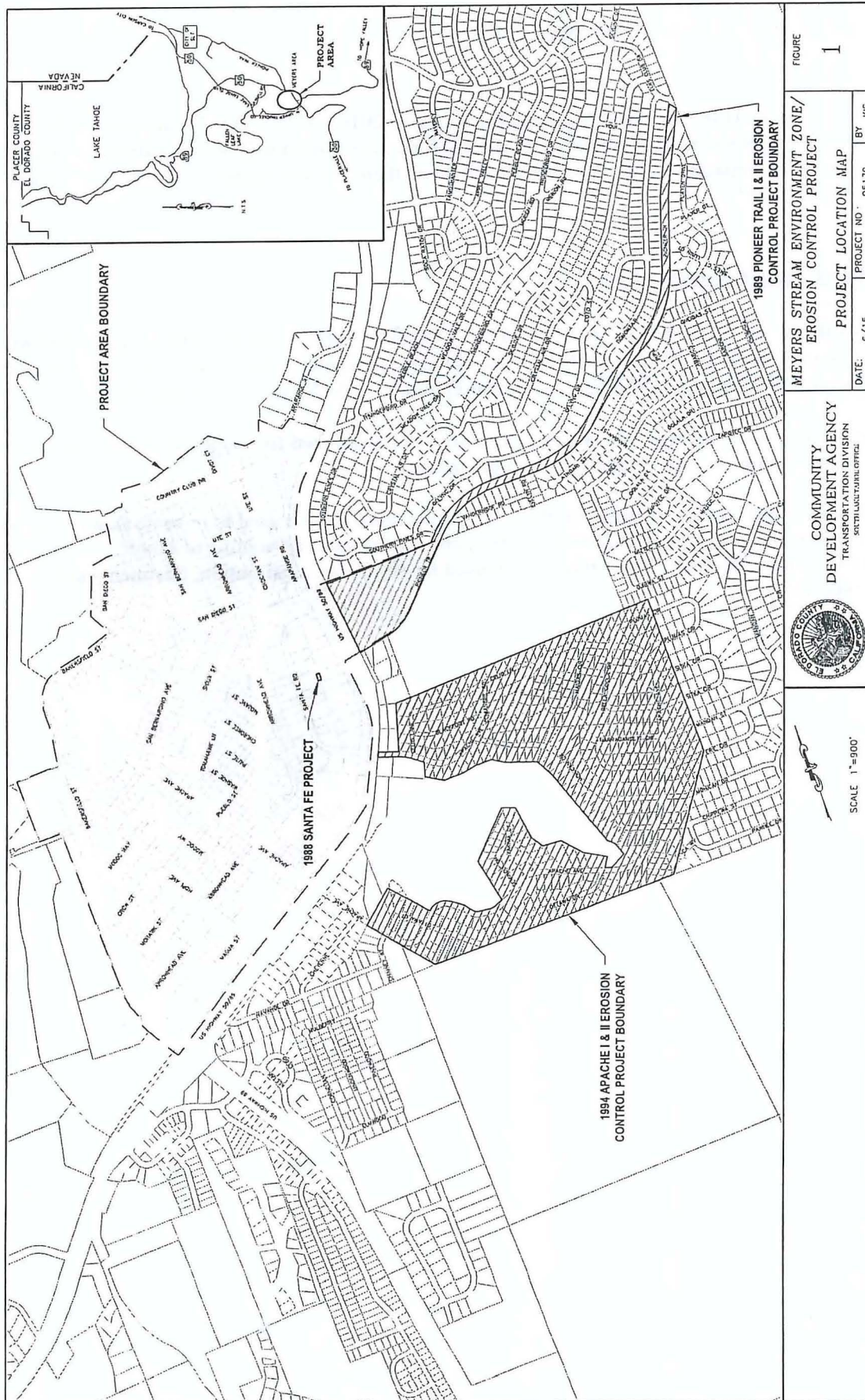
**Land Tenure, if applicable:**

Adequate site control will be obtained by CDA-TD. Improvements will be proposed within existing County of El Dorado ROW and drainage easement areas. CDA-TD will also pursue special use permit(s) and license agreement(s) with the USFS and CTC, respectively.

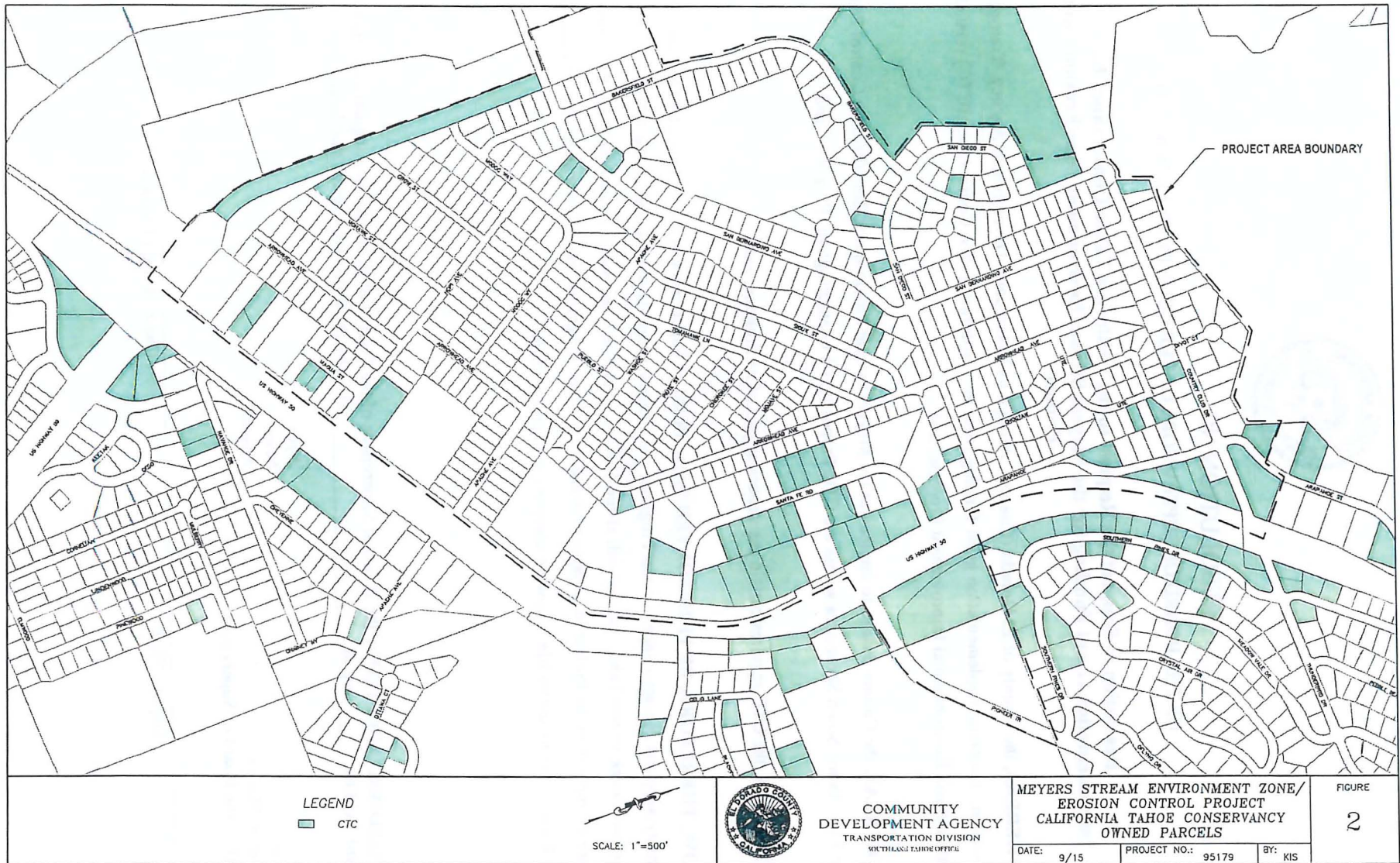
If site control is not obtained, alternatives have been developed for proposed improvements to be located within the ROW and/or existing easements.

Mainly in the Santa Fe Road area, the CTC owned lands will be used to re-route flows so as not to exceed the capacity of treatment systems, and reduce the total volume of runoff. Other CTC parcels off of Country Club Drive will be used for stormwater infiltration, treatment, and revegetation.











## RESOLUTION NO. 192-2015

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**Resolution to Support the Request to the California Tahoe Conservancy for  
Implementation Grant Funding for the Meyers Stream Environment Zone/Erosion Control  
Project**

**WHEREAS**, the County of El Dorado (County), through its Community Development Agency, Transportation Division, is seeking implementation grant funding from the California Tahoe Conservancy (CTC) related to the Tahoe Basin Environmental Improvement Program; and,

**WHEREAS**, the County desires to implement the Meyers Stream Environment Zone/Erosion Control Project in the Lake Tahoe South Shore area within the CTC Proposition 1 Grant Program (Program); and,

**WHEREAS**, the CTC requires grant applications to include a resolution by the governing body confirming the applicant's commitment to the project and to operate and maintain the funded facility for its useful life; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of El Dorado, that the County supports the Program; the County supports the request to the CTC for funding the proposed work in the Tahoe Basin; and, if the County is awarded the subject grant funding, the County will agree to implement the Project in a manner consistent with the Programs' objectives and to operate and maintain the Project over its useful life following completion of construction.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of November, 2015, by the following vote of said Board:

Attest:

James S. Mitrising

Clerk of the Board of Supervisors

By: Marcie McFarland

Deputy Clerk

Ayes: Mikulaco, Ranalli, Frentzen, Veerkamp, Novasel

Noes: None

Absent: None

B. K. Veerkamp

Chair, Board of Supervisors  
Brian K. Veerkamp





# TAHOE

RESOURCE CONSERVATION DISTRICT

870 EMERALD BAY ROAD SUITE 108 • SOUTH LAKE TAHOE, CA 96150 • 530.543.1501 PH • 530.543.1660 FAX

October 7, 2015

VIA EMAIL

**RE: Letter of Support for El Dorado County's Proposition 1 Proposal for the Meyers Stream Environment Zone/Erosion Control Project**

Dear Reviewing Committee:

Please accept this letter of support for El Dorado County's Proposition 1 proposal for the Meyers Stream Environment Zone/Erosion Control Project. Tahoe RCD supports this critical component for meeting the Lake Tahoe Total Maximum Daily Load and restoring one of the few remaining open space Stream Environment Zone parcels in Meyers.

The Tahoe RCD has worked with El Dorado County in the past on portions of this project, including public outreach, through the Community Watershed Partnership (CWP) program. The project would result in a number of significant environmental and community benefits including:

- Restoration of approximately 9 acres of stream environment zone and reconnection of Meyers Creek to its floodplain.
- Improvement of ecosystem function to support the habitat of native wildlife species.
- Reductions in pollutants of concern reaching Lake Tahoe and impacting its clarity.
- Groundwater recharge and flood control.
- Increasing recreation and community education opportunities.

This project is a great example of Proposition 1's goal to implement holistic and integrated projects that achieve multiple resource benefits. Tahoe RCD believes that, once completed, the project will be an environmental asset for the community of Meyers and Lake Tahoe.

Thank you for your consideration of this important project. If you have any questions, please contact me at [estahler@tahoercd.org](mailto:estahler@tahoercd.org) or (530) 543-1501, x-129.

Sincerely,

Ellery Stahler  
Director of Programs

*YOUR PARTNER IN LAKE TAHOE CONSERVATION*

THE MISSION OF THE TAHOE RESOURCE CONSERVATION DISTRICT IS TO PROMOTE THE CONSERVATION AND IMPROVEMENT OF THE LAKE TAHOE BASIN'S SOIL, WATER AND RELATED NATURAL RESOURCES BY PROVIDING LEADERSHIP INFORMATION PROGRAMS AND TECHNICAL ASSISTANCE TO ALL LAND MANAGERS OWNERS, ORGANIZATIONS AND RESIDENTS.





advocate | educate | collaborate

October 8, 2015

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

RE: Proposition 1 Funding: Letter of Support for the County Of El Dorado "Meyers Stream Environment Zone / Erosion Control Project"

To Whom It May Concern,

The League to Save Lake Tahoe is pleased to support El Dorado County's Proposition 1 application for the Meyers Stream Environment Zone / Erosion Control Project. This project is a critical component for meeting the Lake Tahoe TMDL in El Dorado County and involves restoration of one of the few critical remaining open space and stream environment zone parcels in Meyers.

The project will restore approximately 9 acres of stream environment zone through restoration of one of the few remaining and highly disturbed urban meadow systems in El Dorado County. The meadow system located at the west end of Pioneer Trail was circumvented via a ditch around the parcel for flood control and conveyance purposes and has been disconnected from the floodplain since urban development in the 1960s. Restoring this meadow system will have a profound impact on the water quality of Meyers Creek and help reduce Lake Tahoe clarity-degrading fine sediment particles.

This project also aims to improve the urban subdivision through infrastructure improvements and reduction of stormwater generated volumes of runoff through infiltration. This project not only improves the quality of runoff from Meyers but will also support multiple other benefits including habitat and ecosystem health, groundwater recharge, flood control and recreation. El Dorado County is also considering using this site as an outdoor classroom via interpretive and educational signage and placards to inform the public and promote environmental stewardship.

The League to Save Lake Tahoe has worked with El Dorado County in the past on public outreach and has been involved in portions of the project through various community and outreach programs. We support the project goals to improve Lake Tahoe's clarity and enhance the natural stream, meadow and floodplain ecosystems and habitats in Meyers Creek.

Thank you for your consideration of this important project.

Sincerely,

Darcie Goodman Collins, PhD  
Executive Director

---

#### Board of Directors

Ash Daggs, *President*  
David A Brandenburger, *Vice President*  
Dennis Neeley, *Treasurer*  
Lorie Sinnott, *Secretary*  
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Lucas Giordano

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Tom Mertens  
Ellen Rosenbaum  
Steven Spurlock  
Richard D. Stubblefield  
Allyson W. Houghby  
Michael J. Zukerman

#### League to Save Lake Tahoe

2608 Lake Tahoe Boulevard  
South Lake Tahoe, CA 96150  
530.541.5388  
keeptahoeblue.org  
Protecting Lake Tahoe since 1957





## **Lake Tahoe Environmental Science Magnet School**

1095 East San Bernardino Avenue, South Lake Tahoe, CA 96150

(530) 543-2371 phone / (530) 543-2375 fax

Joel Damerall, Principal

[jdamerall@ltusd.org](mailto:jdamerall@ltusd.org) email / [www.ltusd.org](http://www.ltusd.org)



October 9, 2015

Dear Review Committee,

This letter is being written to support the County Of El Dorado "Meyers Stream Environment Zone / Erosion Control Project". It is our understanding that this project will support drainage improvements in the road outside the school and also support public education and outreach through critical environmental improvements that could be used as a future outdoor classroom by the school district. Being an Environmental Science Magnet School this supports our position of using a science based focused curriculum that is project-based, thematic, interactive, and integrated in core subject areas through the grade levels to foster life-long stewardship of the environment and to assist students in achieving their maximum potential in their academic, social and civic development. This project is also a critical component for meeting the Lake Clarity TMDL program in the County and involves restoration of one of the few critical remaining open space meadow systems in Meyers. This project not only improves the quality of runoff from Meyers but will also support multiple other benefits including habitat / ecosystems, groundwater recharge, flood control and recreation.

Thank you for consideration of this project.

Sincerely,

A handwritten signature in blue ink that reads "Joel Damerall".

Joel Damerall  
Principal



Donaldo Palaroan <donaldo.palaroan@edcgov.us>

## Proposition 1 (Water Bond) - CCC Consultation Letter from El Dorado County

Prop 1@CCC <Prop1@ccc.ca.gov>

Tue, Sep 22, 2015 at 2:44 PM

To: Donaldo Palaroan <donaldo.palaroan@edcgov.us>, "Prop 1@CCC" <Prop1@ccc.ca.gov>, "inquiry@prop1communitycorps.org" <inquiry@prop1communitycorps.org>

Cc: John H Kahling <john.kahling@edcgov.us>, Brendan Ferry <brendan.ferry@edcgov.us>, Daniel Kikkert <dan.kikkert@edcgov.us>, Russell Wigart <russell.wigart@edcgov.us>, "Hsieh, Wei@CCC" <Wei.Hsieh@ccc.ca.gov>, "Martinez, John@CCC" <John.Martinez@ccc.ca.gov>, "Hanson, Mark@CCC" <Mark.Hanson@ccc.ca.gov>

Hi Donaldo,

John Martinez, the Center Director at our CCC Tahoe location has responded to the partnership for your project: Meyers Stream Environment Zone/Erosion Control Project. CCC can assist with the work activities in this project.

Please include the Consultation Review Document below with your project application as proof that you reached out to the CCC. Feel free to contact John Martinez [John.Martinez@ccc.ca.gov](mailto:John.Martinez@ccc.ca.gov) directly if you have project-specific questions and when your project receives funding.

### California Conservation Corps

#### Proposition 1 - Water Bond

#### Consultation Review Document



Applicant has submitted the required information by email to the California Conservation Corps (CCC):

✓ Yes (applicant has submitted all necessary information to CCC)

After consulting with the project applicant, the CCC has determined the following:

✓ It is feasible for the CCC to be used on the project and the following aspects of

the project can be accomplished (deemed compliant).

- CCC can assist with the work activities in this project.

APPLICANT WILL INCLUDE THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.

Thank you,



Wei Hsieh, Manager

Programs & Operations Division

California Conservation Corps

1719 24<sup>th</sup> Street

Sacramento, CA 95816

(916) 341-3154

[Wei.Hsieh@ccc.ca.gov](mailto:Wei.Hsieh@ccc.ca.gov)

**From:** Donaldo Palaroan [mailto:[donaldo.palaroan@edcgov.us](mailto:donaldo.palaroan@edcgov.us)]

**Sent:** Friday, September 18, 2015 5:01 PM

**To:** Prop 1@CCC; [inquiry@prop1communitycorps.org](mailto:inquiry@prop1communitycorps.org)

**Cc:** John H Kahling; Brendan Ferry; Daniel Kikkert; Russell Wigart

**Subject:** Proposition 1 (Water Bond) - CCC Consultation Letter from El Dorado County

[Quoted text hidden]





Donaldo Palaroan <donaldo.palaroan@edcgov.us>

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## Proposition 1 (Water Bond) - CCC Consultation Letter from El Dorado County

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Prop1 Community Corps <inquiry@prop1communitycorps.org>

Mon, Sep 21, 2015 at 3:42 PM

To: Donaldo Palaroan <donaldo.palaroan@edcgov.us>

Cc: "Prop 1@CCC" <prop1@ccc.ca.gov>, John H Kahling <john.kahling@edcgov.us>, Brendan Ferry <brendan.ferry@edcgov.us>, Daniel Kikkert <dan.kikkert@edcgov.us>, Russell Wigart <russell.wigart@edcgov.us>

Hello Donaldo,

Thank you for contacting the Local Conservation Corps. Unfortunately, we are unable to participate in this project. Please include this email with your application as proof that you reached out to the Local Conservation Corps.

Thank you,  
Dominique

### California Association of Local Conservation Corps

#### Proposition 1 – Water Bond

#### Consultation Review Document

Applicant has submitted the required information by email to the Local Conservation Corps (CALCC):

✓Yes (applicant has submitted all necessary information to CALCC)

After consulting with the project applicant, the CALCC has determined the following:

✓It is NOT feasible for CALCC to be used on the project (deemed compliant)

APPLICANT WILL INCLUDE THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.

On Fri, Sep 18, 2015 at 5:00 PM, Donaldo Palaroan <donaldo.palaroan@edcgov.us> wrote:  
CCC Prop 1 Coordinator,

Please accept the attached document regarding El Dorado County's submission and the feasibility of CCC services to be used on the County's Meyers Stream Environment Zone/ Erosion Control Project.

Please feel free to contact me if you have any questions. Thank you again for this opportunity.

**Donaldo Palaroan, P.E.**  
Senior Civil Engineer

**County of El Dorado**  
Community Development Agency  
Transportation Division, Tahoe Engineering  
924 B Emerald Bay Road

9/21/2015

Edcgov.us Mail - Proposition 1 (Water Bond) - CCC Consultation Letter from El Dorado County

So. Lake Tahoe, CA 96150  
(530) 573-7920 / FAX (530) 541-7049  
donaldo.palaroan@edcgov.us





# COMMUNITY DEVELOPMENT AGENCY

## TRANSPORTATION DIVISION

<http://www.edcgov.us/DOT/>

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**PLACERVILLE OFFICES:****MAIN OFFICE:**

2850 Fairlane Court, Placerville, CA 95667  
(530) 621-5900 / (530) 626-0387 Fax

**CONSTRUCTION & MAINTENANCE:**

2441 Headington Road, Placerville, CA 95667  
(530) 642-4909 / (530) 642-0508 Fax

**LAKE TAHOE OFFICES:****ENGINEERING:**

924 B Emerald Bay Road, South Lake Tahoe, CA 96150  
(530) 573-7900 / (530) 541-7049 Fax

**MAINTENANCE:**

1121 Shakori Drive, South Lake Tahoe, CA 96150  
(530) 573-3180 / (530) 577-8402 Fax

September 18, 2015

California Conservation Corps  
CCC Prop 1 Coordinator

**Subject: Corps Consultation Letter – County of El Dorado Community Development Agency, Transportation Division, Meyers Stream Environment Zone/ Erosion Control Project**

Dear CCC Prop 1 Coordinator:

This letter serves as the County of El Dorado Community Development Agency, Transportation Division's (CDA-TD) submission to determine the feasibility of California Conservation Corps (CCC) participation in the above mentioned project. CDA-TD is proposing to continue its relationship and utilize the CCC for the Meyers Stream Environment Zone/ Erosion Control Project. The CCC will assist with a variety of activities including, but not limited to: revegetation work, drainage maintenance, including clearing drainage channels, tree removal, erosion control work, and other miscellaneous work. CCC crews will use a variety of revegetation and erosion control treatment methods and materials, including replanting of native plants, erosion control fabrics and devices, straw wattles, willow wattles, seed, mulching, sod, rock, channel clearing, and miscellaneous grading.

**Project Title:** Meyers Stream Environment Zone/ Erosion Control Project

**Project Description:** Urban development in the Meyers Erosion Control/ Stream Environment Zone (SEZ) Project (Project) area has displaced the natural treatment areas and re-routed the drainage ways that once existed in the SEZ. Concentrated stormwater currently flows off the road shoulders and is conveyed through pipes under roads and directed to a system of ditches. The major stream through the Project area is unofficially named "Meyers Creek", and has been identified by the County as a location where high concentrations of sediment are delivered to the Upper Truckee River. While recorded easements within the subdivisions provide a network of corridors which enable the County to convey flows, the network is not continuous or complete.

A portion of the flow originating within regions of the Project area reaches Lake Tahoe via the Upper Truckee River, resulting in the transport of fine sediment to Lake Tahoe without infiltration or treatment. The connectivity between Lake Tahoe and the Project area results in a high rate of delivery of fine sediment to Lake Tahoe.



The Project area is presented in the attached location map which also shows the proximity of the Project to the Upper Truckee River and previous projects. The Project area is within the Tahoe Regional Planning Agency (TRPA) Plan Area Statement of Meyers Residential (#124), Meyers Commercial and Meyers Community Plan (#125) and Meyers Forest (#123). Included within these areas are three Environmental Improvement Program (EIP) projects, former EIP #s 189, 190, and 191 for Tahoe Paradise – Meadowvale, Tahoe Paradise – Mandan and Meyers Residential, respectively. To date three erosion control projects (ECP) have been built that contribute runoff to the Project area: Pioneer Trail I ECP (1989), Santa Fe ECP (1988) and the Apache I & II ECPs (1994).

The Project is part of a series of erosion control projects and SEZ restorations within the watershed being completed by CDA-TD, California Tahoe Conservancy (CTC) and United States Forest Service (USFS). CDA-TD is currently working to finish the planning process for the Project. This process includes the formulation of alternatives to address the problems noted and the analysis of the project alternatives with the goal of selecting a preferred alternative.

Through the National Pollutant Discharge Elimination System (NPDES) monitoring program, the CDA-TD has collected data at Meyers Creek as it passes through the outfall pipe under Country Club Drive. At strategic locations above this sampling point, the CDA-TD has identified high turbidity levels from the California Department of Transportation (Caltrans) runoff before it reaches County of El Dorado right-of-way (ROW). Field investigations conducted during storm events verified problem areas especially where no shoulder treatments exist or stormwater conveyance systems are either undersized or do not exist. Where possible, the CDA-TD will work to test the feasibility of utilizing public lands including CTC and USFS parcels to re-route flows so as not to exceed the capacity of treatment systems, and reduce the total volume of runoff. Emphasis was given to high flow volume areas where runoff monitoring samples show higher turbidity.

The goal of the Project is to improve the clarity of Lake Tahoe by reducing the detrimental water quality impacts of stormwater runoff from subdivisions tributary to and within the Project area.. The objective of the Project is the reduction in the transport of fine sediment from the Project area by constructing water quality Best Management Practices (BMPs) within the Project area.

**Project Map:** The Project is located in the southern section of the Lake Tahoe Basin in Sections 20, 29 and 30, Township 12 North, Range 18 East, Mount Diablo Meridian. The Project is bordered by the Upper Truckee River on the west and Lake Tahoe Golf Course on the northwest, US Highway 50/ State Route 89 on the south, and by Pioneer Trail on a small portion on the east. The total Project area is approximately 330 acres and encompasses County ROW and CTC, USFS, and privately owned residential lots. Subdivisions within the Project area include:

- Tahoe Paradise;
- Tahoe Paradise Unit Nos. 2, 3, 4, 5, 6, 17, 18, and 18A;
- Country Club Estates Unit Nos. 1, 2;
- Tahoe Broder Estates Unit No. 1;
- Juniper Park; and,
- Country Club Heights Unit No. 5.

Existing improvements include approximately 26 to 30 foot wide paved County roads within 50 and 60 foot wide ROW, aging storm drain systems, overland channels, and overhead and



underground utilities.

**Project Implementation estimated start and end dates:**

<b>Milestone</b>	<b>Dates</b>	
	<b>Phase 1</b>	<b>Phase 2</b>
<b>Final Plans, Specifications, Reports</b>	<b>May 2016</b>	<b>May 2017</b>
<b>Final Agency Permits and Submittals</b>	<b>May 2016</b>	<b>May 2017</b>
<b>Advertise and Bid</b>	<b>June 2016</b>	<b>June 2017</b>
<b>Award Contract</b>	<b>July 2016</b>	<b>July 2017</b>
<b>Begin Construction</b>	<b>August 2016</b>	<b>August 2017</b>
<b>End Construction</b>	<b>October 2016</b>	<b>October 2017</b>

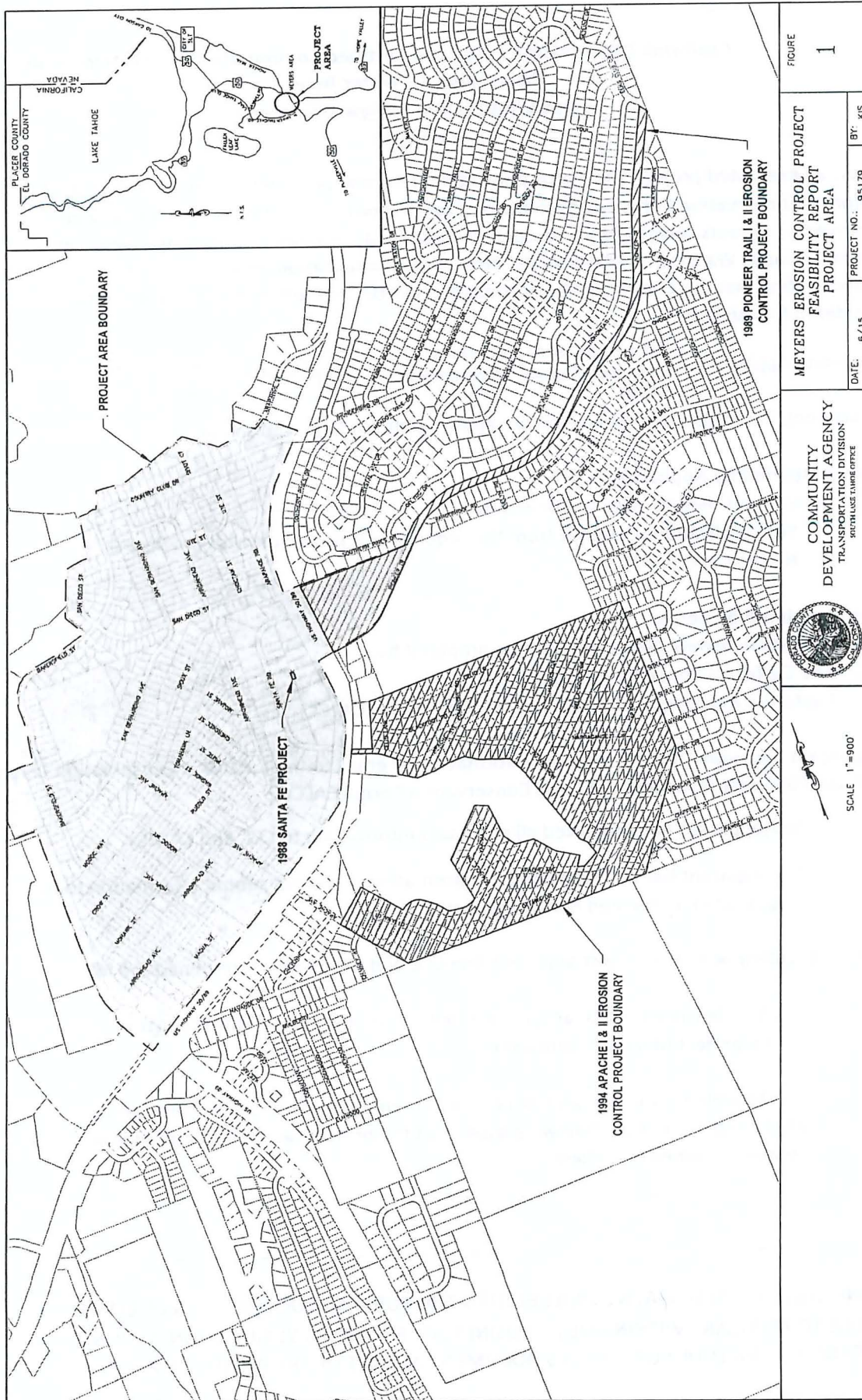
Thank you in advance for this opportunity.

Sincerely



Donaldo Palaroan, P.E.  
County of El Dorado  
Community Development Agency  
Transportation Division, Tahoe Engineering  
924 B Emerald Bay Road  
So. Lake Tahoe, CA 96150  
(530) 573-7920 / FAX (530) 541-7049  
[donaldo.palaroan@edcgov.us](mailto:donaldo.palaroan@edcgov.us)

Enclosures: Project Location Map  
Corps Consultation Review Document





**California Conservation Corps and Certified Community Conservation Corps**  
**Proposition 1 - Water Bond**  
**Corps Consultation Review Document**  
June 2015

Unless an exempted project, this Corps Consultation Review Document must be completed by California Conservation Corps and Community Conservation Corps staff and accompany applications for projects or grants seeking funds through Proposition 1, Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds. Non-exempt applications that do not include this document demonstrating that the Corps have been consulted will be deemed "noncompliant" and will not be considered for funding.

1. Name of Applicant: County of El Dorado Community Development Agency, Transportation Division  
Project Title: Meyers Stream Environment Zone/ Erosion Control Project  
Department/Conservancy to which you are applying for funding: California Tahoe Conservancy

**To be completed by Applicant:**

Is this application solely for planning or acquisition?

- ☐ Yes (application is exempt from the requirement to consult with the Corps)  
☒ No (proceed to #2)

**To be completed by Corps:**

This Consultation Review Document is being prepared by:

- ☐ The California Conservation Corps (CCC)  
☐ California Association of Local Conservation Corps (CALCC)

2. Applicant has submitted the required information by email to the California Conservation Corps (CCC) and California Association of Local Conservation Corps (CALCC):

- ☐ Yes (applicant has submitted all necessary information to CCC and CALCC)  
☐ No (applicant has not submitted all information or did not submit information to both Corps – application is deemed non-compliant)

3. After consulting with the project applicant, the CCC and CALCC has determined the following:

- ☐ It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project (deemed compliant)  
☐ It is feasible for the CCC and/or certified community conservation corps services to be used on the project and the following aspects of the project can be accomplished with Corps services (deemed compliant).

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CCC AND CALCC REPRESENTATIVES WILL RETURN THIS FORM AS DOCUMENTATION OF CONSULTATION BY EMAIL TO APPLICANT WITHIN FIVE (5) BUSINESS OF RECEIPT AS VERIFICATION OF CONSULTATION. APPLICANT WILL INCLUDE COPY OF THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.



# COMMUNITY DEVELOPMENT AGENCY

## TRANSPORTATION DIVISION

<http://www.edcgov.us/DOT/>

### PLACERVILLE OFFICES:

#### MAIN OFFICE:

2850 Fairlane Court, Placerville, CA 95667  
(530) 621-5900 / (530) 626-0387 Fax

#### CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667  
(530) 642-4909 / (530) 642-0508 Fax

### LAKE TAHOE OFFICES:

#### ENGINEERING:

924 B Emerald Bay Road, South Lake Tahoe, CA 96150  
(530) 573-7900 / (530) 541-7049 Fax

#### MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150  
(530) 573-3180 / (530) 577-8402 Fax

## California Tahoe Conservancy, Proposition 1 Grant Application Form

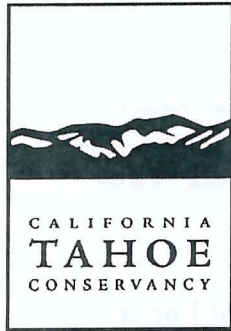
### for the

### Meyers Stream Environment Zone/ Erosion Control Project

### Engineer's Estimate

Item #	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Mobilization	LS	1	\$ 150,000	\$ 150,000
2	Traffic Control	LS	1	\$ 35,000	\$ 35,000
3	Temporary Erosion Control	LS	1	\$ 75,000	\$ 75,000
4	Pipe	LF	1,200	\$ 100	\$ 120,000
5	Flared End Section	EA	20	\$ 700	\$ 14,000
6	Sediment trap	EA	20	\$ 6,500	\$ 130,000
7	Pavement Removal	SQFT	20,000	\$ 2	\$ 40,000
8	Infiltration system	LS	1	\$ 60,000	\$ 60,000
9	Diversion dam	EA	10	\$ 3,000	\$ 30,000
10	Rock bowl	SQFT	1,500	\$ 20	\$ 30,000
11	Rock dissipator	SQFT	1,000	\$ 15	\$ 15,000
12	Grass-lined swale	LF	1,500	\$ 80	\$ 120,000
13	Meadow Restoration	LS	1	\$ 270,000	\$ 270,000
14	Sediment Basin	LS	1	\$ 120,000	\$ 120,000
15	Revegetation	LS	1	\$ 50,000	\$ 50,000
				<b>Total</b>	<b>\$ 1,259,000</b>





November 10, 2015

Donaldo Palaroan  
El Dorado County

VIA EMAIL: donaldo.palaroan@edcgov.us

RE: Proposition 1 Application –Meyers SEZ Restoration/Erosion Control  
Project Implementation Grant

BOARD MEMBERS

LARRY SEVISON, Chair  
*Placer County*

JOHN HOOPER, Vice Chair  
*Public Member*

LYNN SUTER  
*Public Member*

TODD FERRARA  
*Natural Resources Agency*

KAREN FINN  
*Department of Finance*

TOM DAVIS  
*City of South Lake Tahoe*

SUE NOVASEL  
*El Dorado County*

JEFF MARSOLAIS  
*U.S. Forest Service (ex-officio)*

PATRICK WRIGHT  
*Executive Director*

Dear Donaldo:

A team of Conservancy staff performed a review of all applications received through our Proposition 1 grant solicitation. As part of their review, some items in your application were identified that require either clarification or supplemental information. These items are:

- Your application identified multiple Focus Areas. Please identify the Primary Focus Area.
- Please clarify the EIP Project Name that this proposal addresses.
- Please provide a map that shows the SEZ boundary and Meyers Creek.
- Please provide greater detail for the proposed SEZ restoration.

Please provide this information to me by Friday, November 20, 2015 so that the Review Team may consider it during their scoring of applications.

Sincerely,

Penny Stewart  
Program Manager, Resources and Public Access Program



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(530) 573-3180 / (530) 577-8402 Fax

November 20, 2015

Penny Stewart  
Program Manager, Resources and Public Access Program  
California Tahoe Conservancy  
1061 Third Street  
So. Lake Tahoe, CA 96150

**Subject: Response to review of Proposition 1 Application – Meyers Stream Environment Zone/ Erosion Control Project**

Dear Ms. Stewart:

The County of El Dorado Community Development Agency, Transportation Division (CDA-TD) acknowledges receipt of your letter via email dated November 10, 2015, related to CDA-TD's Proposition 1 grant application for the Meyers Stream Environment Zone/ Erosion Control Project.

Provided below are the responses to the comments listed in the letter.

*CTC Comment: Your application identified multiple Focus Areas. Please identify the Primary Focus Area.*

CDA-TD Response: The primary Focus Area is Ecosystem and Watershed Management.

*CTC Comment: Please clarify the EIP Project Name that this proposal addresses.*

CDA-TD Response: The proposal addresses TRPA's Environmental Improvement Program Project #01.01.01.0025, **Meyers Stream Environment Zone/ Erosion Control Project**, which can be found at the link, <https://eip.laketahoeinfo.org/Project/Summary/239>. Please be aware there are project updates that have been submitted to TRPA that are currently in review and are not reflected in the project information page.

*CTC Comment: Please provide a map that shows the SEZ boundary and Meyers Creek.*

CDA-TD Response: Please see attached Land Capability exhibit. The table below further defines the area distribution by Land Capability Class.

<b>Land Capability Class</b>	<b>Percent</b>
1b	62.0%
1c	0.0%
3	0.0%
4	1.0%
5	33.3%
6	0.0%
<i>other*</i>	3.7%

\* Land Capability Field Verification performed 11/19/2012 from TRPA identified areas as "not SEZ".

CTC Comment: *Please provide greater detail for the proposed SEZ restoration.*

CDA-TD Response: The SEZ restoration includes the design of a better functioning meadow system through reconnection of the channelized portion of Meyers Creek to its adjacent floodplain. The forthcoming draft Feasibility Report for the project includes all draft alternatives and conceptual designs. The conceptual alternatives will be vetted through the project delivery process with incorporation of Technical Advisory Committee (TAC) consideration, especially those with improvements on CTC parcels. The draft Feasibility Report identified all available parcels that will or potentially could be used for this project in order to meet associated goals and objectives. A list of parcels associated with this project has been submitted to the CTC with potential parcels that may be used for improvements. All improvements related to this portion of the project are still in conceptual design (approximately 30% design) and will be designed in its entirety through the winter season. The Sante Fe Road area SEZ restoration conceptual design is attached as an example. All work in this area is currently intended to be constructed within existing County right-of-way and/ or existing easements. The restoration design currently includes diversion dams to raise the thalweg elevation of Meyers Creek thereby allowing flows to be more easily routed through the previous disconnected meadow. Also included are other exhibits depicting the conceptual design at other CTC parcels. For an additional copy of the list of CTC parcels to potentially be used as part of this project, please do not hesitate to contact our office.

Should you have any questions, please feel free to contact me at (530) 573-7920 or by email at donaldo.palaroan@edcgov.us.

Sincerely,

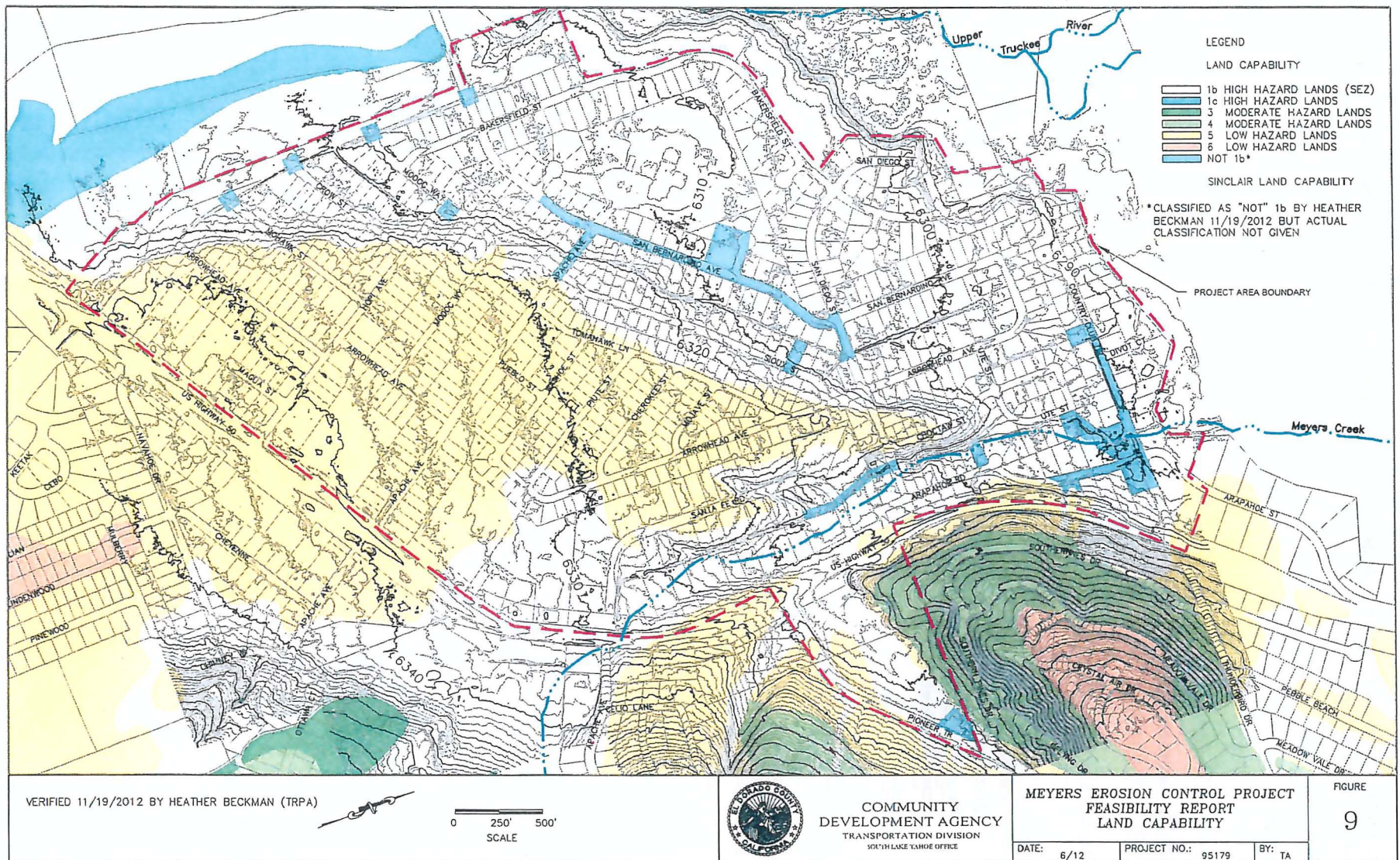
A handwritten signature in black ink, appearing to read 'Donaldo Palaroan', with a long horizontal flourish extending to the right.

Donaldo Palaroan, P.E.  
Senior Civil Engineer

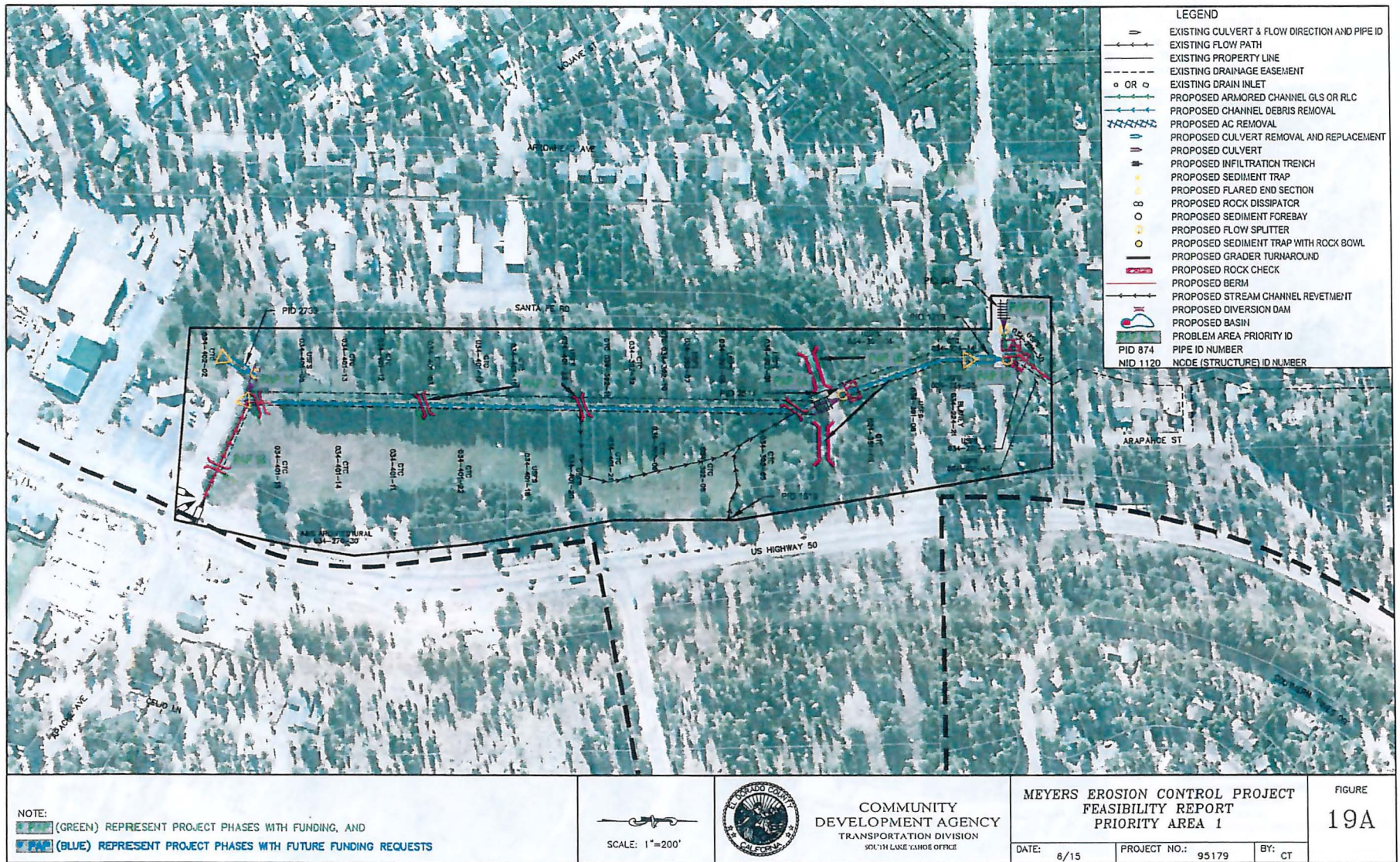
Enclosures

c: John Kahling, CDA-TD  
Brendan Ferry, CDA-LRP  
Russell Wigart, CDA-LRP  
Daniel Kikkert, CDA-TD

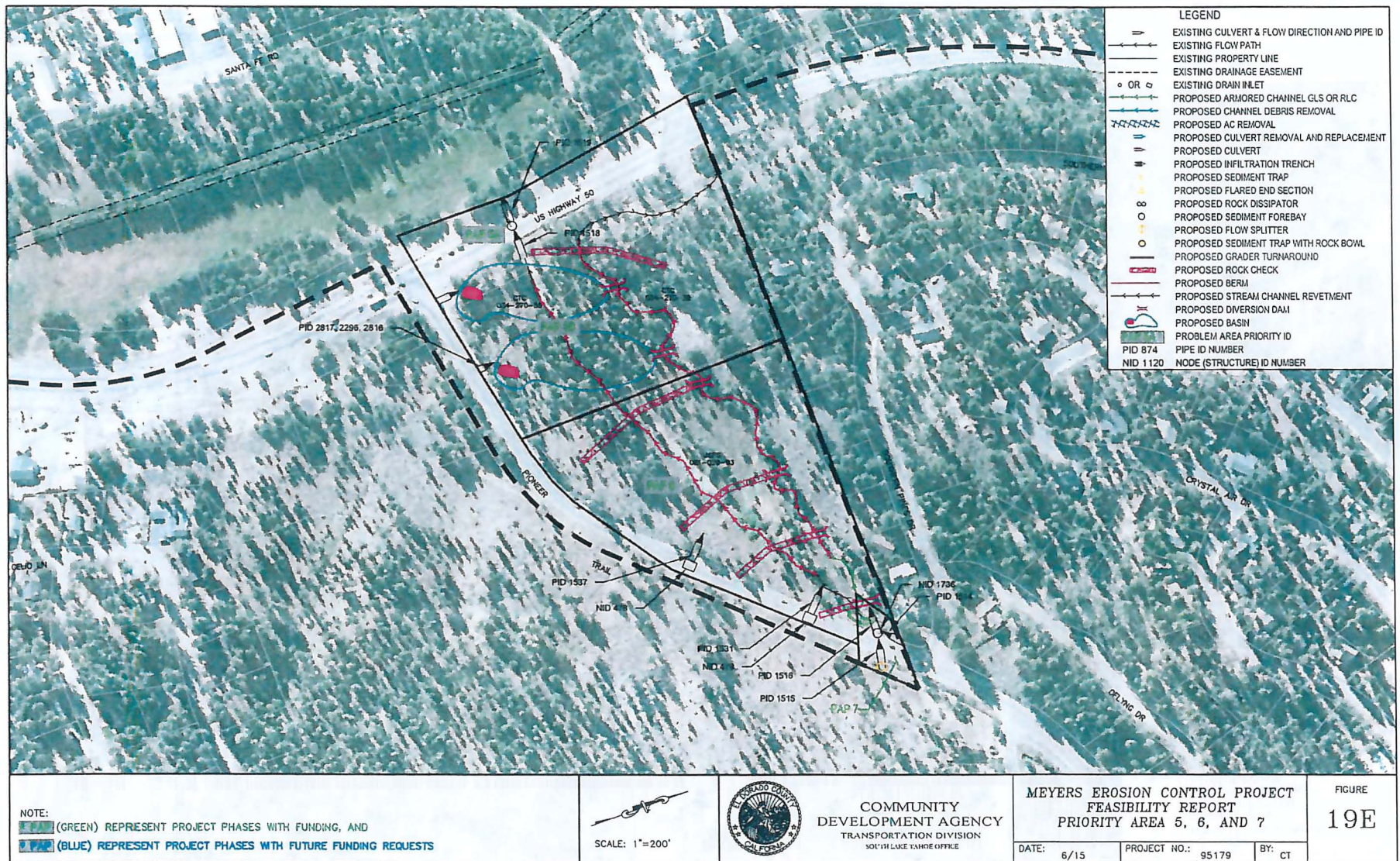




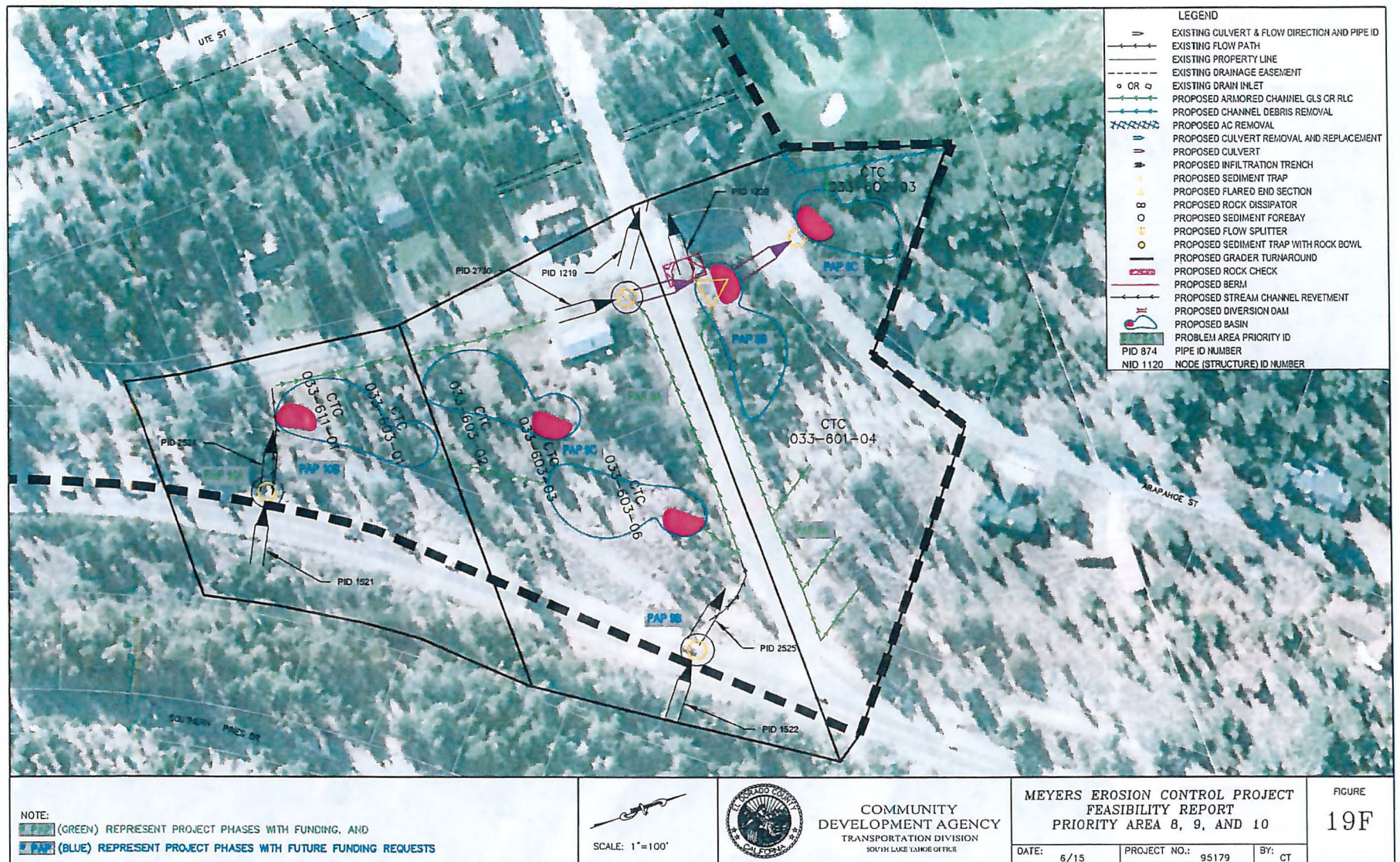




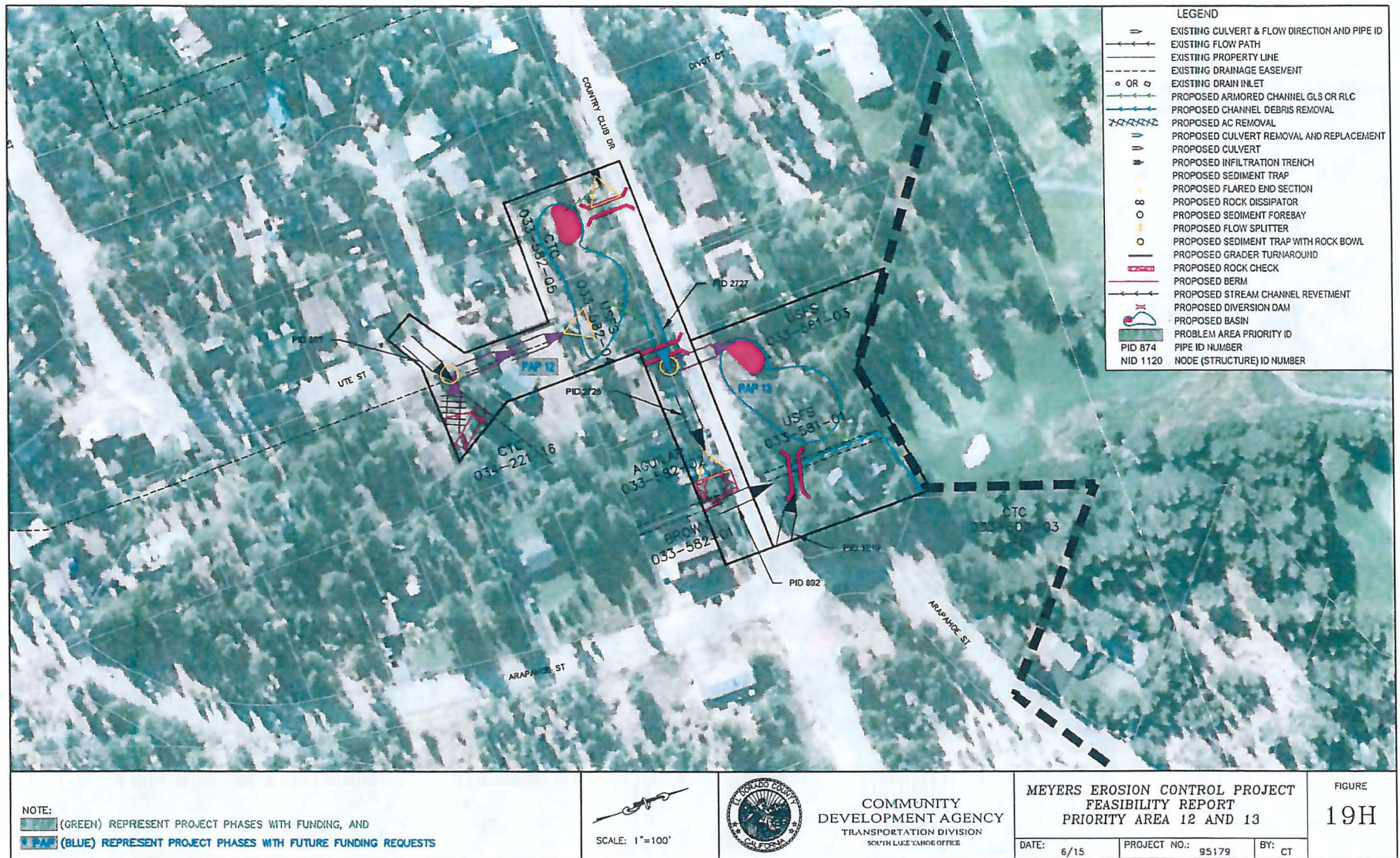












## **EXHIBIT B**

### **BUDGET DETAIL AND PROJECT SCHEDULE**

**Project: Meyers Stream Environment Zone and Erosion Control Project**

#### **Initial Project Budget**

<b><u>Activity</u></b>	<b><u>Amount</u></b>
Design and Administration	\$ 145,000
Construction Administration	\$ 285,000
Construction	\$508,000
Monitoring	\$25,000
Contingency	<u>\$137,000</u>
<b>TOTAL</b>	<b>\$1,100,000</b>

#### **Project Schedule**

The schedule below indicates the anticipated completion dates for the major deliverables of the Plan.

<b><u>Activity</u></b>	<b><u>Completion Date</u></b>
Final Plans/Specifications/Reports	May 2017
Final Agency Permits and Submittals	May 2017
Advertise and Bid	June 2017
Begin Construction	July 2017
End Construction	October 2017
Monitoring Complete	December 2019

## **Exhibit C**

### **List of Assurances**

(For Implementation Grants)

By entering into the foregoing Agreement the Grantee 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 the Project. Also, the Grantee gives assurance and certifies with respect to the grant that:

1. Grantee 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. Grantee has sufficient funds or commitments for sufficient funds to complete the Project, over and above the portion to be borne by the Conservancy and, when the Project are completed, to assure the effective operation and maintenance of the facility for the purposes of the Conservancy grant.
3. Grantee holds or will obtain sufficient title or interest in the property to enable it to undertake lawful development and construction of the Project. In the case where the Grantee is acquiring an interest in the property as a part of the project development, such title documentation shall be subject to the review of the Executive Director of the Conservancy.
5. Grantee will not dispose of or encumber its title or other interests in the site and facilities except as approved in writing by the Executive Director of the Conservancy for consistency with the purposes of this grant.
6. Grantee will permit the Conservancy's Project Coordinator and any other designated representatives to enter onto the Project sites for the purpose of conducting studies, evaluating the progress of the Project or inspecting the Project sites at reasonable times before, during and after the construction phase of the Project.
7. Except as otherwise provided by law, Grantee 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.



8. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."

9. Grantee will cause work on the Project to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the improvements to completion with reasonable diligence.

10. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.

11. Grantee acknowledges that the proper water conservation and efficiency programs for this project are in place and that the activity is consistent with applicable watershed management plans.

12. Grantee shall comply with applicable State laws including but not limited to (1) the Public Contract Code, including the State Contract Act (Sections 10100 et seq., the Local Agency Public Construction Act Sections 20100 et seq.; (2) the payment of workers compensation and prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5 and 1720.4; (3) building and health and safety code and disabled access law; (4) where appropriate, 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; and (5) the applicable requirements of the California Environmental Quality Act.

13. Grantee shall use the property or improvements for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property or improvements, except as consistent with Division 26.7 of the Public Resources Code (The Water Quality, supply and Infrastructure Improvement Act of 2014) and authorized by the Conservancy. Grantee shall not transfer or sell property or improvements unless the successor entity assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by this agreement or Proposition 1 or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant (2) the fair market value of the property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the Conservancy. If the property or improvements are sold or otherwise disposed of for less than the entire interest funded by the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the Conservancy.

15. Grantee certifies that its employees and the officers of its governing body shall avoid any

actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitation.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action. Applicable conflict of interest law include, but are not limited to California Government Code Section 1090 and Public Contract Code Sections 10365.5 10410 and 10411.

16. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Submitting a drug-free workplace certification California State Form STD-21; and
- (d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

EXHIBIT D  
Request for Disbursement

CALIFORNIA TAHOE CONSERVANCY  
GRANT PROGRAM INVOICE

(Reference Instructions on following page - Failure to follow instructions may result in non-payment of invoice)  
THIS OFFICIAL INVOICE FORMAT MAY NOT BE MODIFIED

**From:**  
Grantee  
Address  
City, State Zip  
Email/phone

**To:**  
Accounts Payable  
California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150  
[accounts.payable@tahoe.ca.gov](mailto:accounts.payable@tahoe.ca.gov)

CTC Grant Agreement No: CTA 16 008L  
Purchase Order No:  
① Grantee Invoice No.: 16008L-1  
② Billing Period:  
③ Submittal Date:

GRANT FUNDS ONLY						
Line Items	Grant Allotment (per line item of N/A)	④ Previous Expenditures to Date (From previous invoice)	⑤ Current Expenditures Grant Funds Only	⑥ Total Expenditures to Date ④ + ⑤ = ⑥	% of Line Item Budget Spent to Date ⑥ ÷ Grant Allotment = %	⑦ If Applicable: Match For This Reporting Period Only
Design and Administration	\$145,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Construction Administration	\$285,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Construction	\$508,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Monitoring	\$25,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Contingency	\$137,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>TOTALS</b>	\$1,100,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

**FOR CTC STAFF**  
CTC Initials/Date  
**FOR DGS-CFS STAFF**  
Date Received from DWQ  
Date to Accounting

⑧ Total Amount Due This Invoice

⑨ ☐ Final Invoice

**GRANTEE SIGNATURE**

⑩ **Grantee Project Director or Designated Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

**FOR STATE USE ONLY**

10% Withheld (Retention)	
10% of total grant award will be held until final report is submitted, approved, and project is 100% complete.	
CTC Date Stamp	DGS-CFS Date Stamp



**EXHIBIT D**  
**Request for Disbursement**

**11** **Grant Manager**

**Date**

I certify this invoice, to the best of my knowledge and belief, is accurate and complete and I approve this invoice payment.

Rev. 2-11-14

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**EXHIBIT D**  
**Request for Disbursement**

**Instructions for Grant Program Invoice**

Information pertaining to this Grant program Invoice template is located in Exhibit B of the executed Grant Agreement.

**FOR STATE USE ONLY**

**Line Item:** Line Item listed per Exhibit B - Line Item Budget

**Grant Allotment:** Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

**% of Line Item Budget spent to date:** Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

**TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR**

- ① **Grant Invoice Number:** Assign a sequential invoice number, for example: 1, 2, 3.
- ② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2015 to Mar 31, 2015. Example for monthly billing: Jan 1, 2015 to Jan 31, 2015.
- ③ **Date:** Enter the Date invoice is submitted.
- ④ **Previous Expenditures to Date:** From the last invoice, enter line item amounts from "**Total Expenditures to Date.**" If first invoice, enter zero (0).
- ⑤ **Current Expenditures** (Grant Funds Only): Enter the current grant fund charges for this billing period.
- ⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.
- ⑦ **If Applicable:** Match Amount For This Invoice: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this invoice billing period.
- ⑧ **Total Amount Due This Invoice:** The amount due is the Total Current Expenditures.
- ⑨ **Final Invoice:** Check this box for final invoice only.
- ⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

**FOR STATE USE ONLY**

- ⑪ **Grant Manager:** Original signature and date (in ink).

## EXHIBIT E

### 1. INSURANCE

#### PUBLIC WORKS CONSTRUCTION

GENERAL INSURANCE REQUIREMENTS: The Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.
4. In the event Contractor is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

#### PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or



be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general liability and excess liability insurance policies. Proof that the County and CTC are named additional insureds shall be made by providing the El Dorado County Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County and CTC additional insureds.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Agreement.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers, or CTC, its officers, officials, employees or volunteers.

PRIMARY COVERAGE: The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado or CTC, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

GOVERNING PRECEDENCE: To the extent that this Section, "Public Works Construction-General Insurance Requirements," is inconsistent with 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 2002, this Article shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

#### PROFESSIONAL SERVICES/CONSULTANT



Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:



- a. The insurer will not cancel the insured's coverage without 30 day prior written notice to the County; and
  - b. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this contract are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers or CTC, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado or CTC, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event contractor cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or

in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

## 2. INDEMNITY

### PUBLIC WORKS CONSTRUCTION

To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the County and the California Tahoe Conservancy (CTC) harmless against and from any and all claims, suits, losses, demands, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County or CTC employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, CTC, the Contractor, subcontractors or employee of any of these, except active or sole negligence, or willful misconduct of the County, CTC, its officers and employees, where expressly prohibited by statute.

The duty to indemnify and hold harmless the County and CTC specifically includes the duties to defend set forth in Section 2778 of the Civil Code.

The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify, nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Contract Documents.

## EXHIBIT F

### Eligible and Ineligible Costs

In general, only direct costs for items within the scope of the project and the timeframe of the grant agreement are eligible for payment. Indirect Costs, such as a federally approved overhead rate, may be reimbursed if these costs are reimbursable by the originator of the funds. Grant funds must be spent consistent with General Obligation Bond Law, Government Code section 16727.

Eligible expenses may be incurred by the grantee after Conservancy Board approval. Eligible activities and expenses include, but are not limited to:

#### *Implementation Grants*

- project management/administration
- preparation of contract documents, including final design plans
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- preparation of construction bid packages, project bidding, and award
- construction of site improvements
- utility relocation and undergrounding costs consistent with Government Code section 66907.7(d)
- project inspection, evaluation, reporting and monitoring (including compliance monitoring)
- two-thirds of the costs of relocating water or sewer-related infrastructure owned by a publically owned utility for erosion control grant funds in accordance with Government Code 66907.7(d)
- other related costs approved by Conservancy staff

#### *Planning Grants*

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers. Purchase negotiations and escrow fees are not eligible expenses under planning grants but are covered by acquisition grants.)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- other related costs approved by Conservancy staff



#### *Acquisition Grants*

- acquisition of land or interests in land up to the current fair market value of the interest(s) being acquired
- pre-acquisition costs
- escrow, title, and other closing costs
- project administration
- other related transactional costs requested in the grant application or approved by Conservancy staff

#### *Monitoring Grants*

- monitoring equipment purchase, calibration, installation and removal
- laboratory tests and analysis
- collection and retrieval of monitoring data
- data analysis and evaluation
- preparation of monitoring reports

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before grant award
- all costs related to the preparation and submittal of the grant application
- staff time to oversee contracted project management services
- staff time beyond administration of grant products and requirements
- food, refreshments and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- travel not expressly identified in the grant budget
- ongoing project site operations and maintenance
- disallowance of per diem expenditures or at levels above State-authorized per diem amounts. Current rates are available on line in chapter 700 (Travel) of the *California State Administration Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

## EXHIBIT G

### REPORTING AND DATA REQUIREMENTS

#### SEMI-ANNUAL REPORTING

- Project Name, CTA#
- Date Submitted; Reporting Period; Prepared by
- Invoice Number
- Summary of work completed during reporting period
- Discussion of any challenges or opportunities encountered
- Schedule Assessment (describe extent to which project is on track with the submitted schedule)
- Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
- Draft products, reports, interim findings, or other relevant data or materials produced
- Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt. expended to date	% of total budget expended to date	Percent of task complete	Status
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#### FINAL REPORTING: ALL GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Brief summary of the objectives of the project and how these objectives were accomplished
- Findings, conclusions, data or recommendations for follow-up or ongoing activities
- Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
- Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
- Media coverage, as well as all promotional and educational materials produced
- Workplan work products and data, including public and agency meeting summaries (electronic)

## **FINAL REPORTING: IMPLEMENTATION GRANTS**

- Project Name, CTA#
- Date Submitted; Prepared by
- Recorded Notice of Completion
- As-Built or Record drawings
- First year and second year post construction monitoring reports. These reports include photographs (prints and electronic data) of the completed project, with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- If applicable, water quality monitoring data and an analysis of the significance of this data in regard to the effectiveness of the site improvements in improving water quality.

## **FINAL REPORTING: MONITORING GRANTS**

- Project Name, CTA#:
- Date Submitted; Prepared by
- Workplan work products, including public and agency meeting summaries (electronic)
- Reports to include data collected and obtained, maps and photographs of the areas studied, interpretation of the data relevant to the project goals and objectives, and recommendations for further study and utilization of the data and results.

## **METADATA STANDARD**

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

**Abstract:** Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

**Name:** Uniquely identifies the dataset

**Purpose:** Briefly describe why the dataset was created.

**Date:** The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

**Contact:** Contact information for an individual or organization that is knowledgeable about the data set. Include:



**Organization's Name:** Program, administrative unit, and agency, company, or group name  
Telephone Number: Including Area Code  
E-Mail address: (Generic email address)

**Field Definitions:** List and define each field,

**Abbreviation Definitions:** For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

**Access/Use Constraints:** Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

**Distribution:** Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the url or link to the service

**Progress:** Complete or Incomplete.

**Update Frequency:** Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None Planned, or .....

**Projection:** What is the Projected Coordinate System name?  
Please define the complete projection information for your data here

**Datum** Which Datum is the projection in?  
NAD83 (GCS\_North\_American\_1983) (preferred)  
NAD27 (GCS\_North\_American\_1927)  
WGS84 (WGS\_1984)

**ISO Topic Category an Category Code:**

Farming	001
Biota	002
Boundaries	003
Climatology/ Meteorology/ Atmosphere	004
Economy	005
Elevation	006
Environment	007
Geoscientific Information	008
Health	009
Imagery/BaseMaps/ EarthCover	010
Intelligence/Military	011
Inland Waters	012
Location	013
Oceans	014
Planning / Cadastre	015
Society	016
Structure	017
Transportation	018
Utilities / Communication	019

**Keywords:** keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc.

## Exhibit H

### SIGN GUIDELINES Proposition 1

**Authority:**

All projects funded by “The Water Quality, Supply, and Infrastructure Improvement Fund of 2014” (2014 Water Bond Act) must include a posted sign acknowledging the source of funds following guidelines developed by the Resources Agency.

Reference Section PRC 5096.309; Water Code Section 79700.

**Purpose:**

To Inform the public that the 2014 Water Bond Act 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 2014 Water Bond Act statewide. The logo is on a template available through the internet at:

<http://www.tahoe.ca.gov/wp-content/uploads/2014/05/Proposition-1-Grant-Guidelines-2015.pdf>

**Tier I and Tier II:**

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

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

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

(Archeological 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' x 2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites, and other areas where these dimensions may not be appropriate. The logo must be posted no later than the 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:**

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

<p><b>(Description of Project)</b></p> <p><b>Another project to improve California's water quality, supply, and infrastructure</b></p> <p><b>Funded by Proposition 1 The Water Bond Act of 2014</b></p> <p><b><u>Edmund G. Brown, Jr., Governor</u></b></p>
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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:

<p><b>(Description of Project)</b></p> <p><b>Another project to improve California's water quality, supply, and infrastructure</b></p> <p><b>Funded by Proposition 1 The Water Bond Act of 2014</b></p> <p><b>Director of State Department</b></p> <p><b>John Laird, Secretary for Natural Resources Agency</b></p> <p><b>Edmund G. Brown, Jr., Governor</b></p>
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The name of the director of the local 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 materials 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 paint used, mounting specifications, etc.

**Sign Duration:**

The goal is to have project signs in the 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 project signs.

**Sign Cost:**

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement 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 historical monuments and buildings), the project officer/grants administrator in consultation with the applicant may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a 2014 Water Bond Act 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.