CONTRACT ROUTING SHEET

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PROCES	SING	DEPARTMEN			CONTRA	CTOR:	
Departme		Environme	ental Mg	mt	Name:		r Store Inc.
Dept. Cor	ntact:	Linda Milli	gin		Address:	P.O. Box	472
Phone #:		6668				Lotus, C	
Departme			•		Phone:	333-9115	
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		Shuttle.	or agree	ont rogu	ding AD2700 II	unding for	The River Store
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Compliano	e with	Human Resou	irces req	uirements?	? Yes:	T	
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FUNDING AGREEMENT NO. 001-DMV-09/10-BOS WITH THE RIVER STORE, INC

This Agreement No. 001-DMV-09/10-BOS made and entered by and between the EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AOMD"); and The River Store, Inc. (hereinafter referred to as "CONTRACTOR");

WITNESSETH:

WHEREAS, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, codified in California Health and Safety Code section 44220, et seq., authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the AOMD, and the Governing Board of the AQMD has imposed said fee; and

WHEREAS, said legislation requires the AQMD to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, CONTRACTOR has proposed a Project that meets the eligibility criteria of the AQMD and that has been approved by AQMD for funding; and

WHEREAS, CONTRACTOR represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, AQMD and CONTRACTOR mutually agree as follows:

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1. PROJECT

CONTRACTOR shall perform all activities and work necessary to complete The River Store Shuttle Project (hereinafter referred to as "Project") set forth in the fully described "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the Project specified in said Proposal. CONTRACTOR shall maintain the intended use of the motor vehicles for three (3) years or the useful like of the vehicles, whichever is shorter.

In the event of any conflict between or among the terms and conditions of this Agreement, the Proposal incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

- 1. To the text of this Agreement;
- 2. Proposal to this Agreement; and
- To the "Motor Vehicle Emission Reduction Projects Request for Proposals"
 (RFP) released to Interested Parties by the AQMD and dated 2009-2010.

2. PERIOD OF PERFORMANCE/TIMETABLE

CONTRACTOR shall commence performance of work and produce all work products in accordance with the Work Statement and deadlines for performance identified in the Proposal of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

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If requested by the AQMD, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. CONTRACTOR shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement. CONTRACTOR shall provide a written report to the AQMD annually by July 31 of each year detailing the use of any motor vehicle purchased pursuant to the Agreement for a period of three (3) years or the useful life of the vehicle, whichever is shorter.

3. TERM

The term of this Agreement shall be for the period of July 1, 2009 through June 30, 2010 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of ONE HUNDRED NINE THOUSAND, FOUR HUNDRED SIXTY NINE DOLLARS AND NO CENTS (\$109,469.00) as follows:

CONTRACTOR shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event funding from other sources for the total cost of the Project is not received by CONTRACTOR, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, CONTRACTOR agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to CONTRACTOR. The AQMD is not obligated to pay CONTRACTOR for

administrative costs exceeding five percent of the actual total cost of the Project. The Project budget is an estimate and CONTRACTOR may move funds between lines items with concurrence of the Contract Administrator.

The total obligation of the AQMD under this Agreement SHALL NOT EXCEED ONE HUNDRED NINE THOUSAND, FOUR HUNDRED SIXTY NINE DOLLARS AND NO CENTS (\$109,469.00).

A. PAYMENTS: Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse CONTRACTOR monthly, in arrears, after receipt and verification submitted to El Dorado COUNTY Air Quality Management District, Attention: Marcella McTaggart. Payment shall be made to CONTRACTOR by the AQMD upon submission and evaluation of the CONTRACTOR'S invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to CONTRACTOR within forty five (45) calendar days of verification.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the CONTRACTOR. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

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Concurrently with the submission of any claim for payment, CONTRACTOR shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

In no event shall compensation paid by the AQMD to the CONTRACTOR for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 above.

- **B.** Surplus Funds: Any compensation under this agreement, which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to the AQMD. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.
- C. <u>Closeout Period</u>: All final claims shall be submitted by CONTRACTOR within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by AQMD on claims submitted beyond the 60-day closeout period.

5. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days prior written notice.

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6. INDEPENDENT CONTRACTOR LIABILITY

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of CONTRACTOR'S employees, associates, and subcontractors, in connection with the installation, operation, use and maintenance of the Project.

7. TERMINATION

- A. <u>Breach of Agreement</u>: AQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the AQMD there is:
 - 1. An illegal or improper use of funds;
 - 2. A failure to comply with any term of this Agreement;
 - A substantially incorrect or incomplete report submitted to the AQMD; or
 - 4. Improperly performed services.

In no event shall any payment by the AQMD constitute a waiver by the AQMD of any breach of this Agreement or any default, which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the AQMD with respect to the breach or default. The AQMD shall have the right to demand of the CONTRACTOR the repayment to the AQMD of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, the AQMD shall, subject to paragraph 4, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by CONTRACTOR shall be promptly delivered to the AQMD.

8. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold the AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR'S activities and work necessary to complete the Project unless such claim, loss, damage, injury or death is the result of the sole or active negligence of the AQMD. This duty of CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify CONTRACTOR against and hold it harmless from any loss, damage, and liability for damages, including attorney fees and other costs of defense incurred by

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CONTRACTOR, whether for damage to or loss of property, or injury to or death of CONTRACTOR'S officer's, agents, or employees which shall in any way arise out of or be connected with AQMD's performance of its obligations hereunder, unless such damage, loss, injury, or death shall be caused by the sole or active by negligence of the CONTRACTOR.

10. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of CONTRACTOR'S records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions. Additionally, if it is determined that the CONTRACTOR has not used any motor vehicle purchased with AQMD funds in accordance with this Agreement, then the AQMD shall have the right for a period of three (3) years from the effective date of this Agreement, or for the useful life of the vehicle, whichever is shorter, to seek reimbursement of all or a portion of funds provided to CONTRACTOR which represent the reasonable value of the vehicle at the time the vehicle is no longer used to further the purpose of the Project.

CONTRACTOR shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

11. NOTICES TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be in duplicate and addressed as follows:

CONTRACTOR

The River Store, Inc. P.O. Box 472 Lotus, CA 95651 Attn: Dan Crandall President

AQMD

El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA 95667 Attn: Marcella McTaggart, Air Pollution Control Officer

12. TIME IS OF THE ESSENCE

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction of the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

13. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the CONTRACTOR including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

14. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

15. VENUE

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. CONTRACTOR waives any removal rights it might have under Code of Civil Procedure section 394.

16. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

17. AGREEMENT ADMINISTRATOR

The AQMD Officer or employee with responsibility for administration of this Agreement is Marcella McTaggart, Air Pollution Control Officer or her successor. The CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Dan Crandall, President or his successor.

18. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

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19. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

20. BUSINESS LICENSE

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County or City of South Lake Tahoe or City of Placerville business license unless exempt under County Code Section 5.08.070.

21. PURCHASE OF MOTOR VEHICLE

- A. Any and all vehicles purchased in whole or in part with the funds provided under this agreement shall be used for the purposes of the Project.
- **B.** During the term of the Agreement, title to the vehicles purchased in whole or in part with funds provided under this Agreement shall not be transferred to any other person or entity without the express written consent of the AQMD prior to such transfer. Such consent shall not be unreasonably withheld.
- C. Contractor shall use reasonable care in the maintenance and operation of any vehicle purchased in whole or in part with funds provided under this Agreement.
- **D.** In the event the Contractor ceases its operations prior to the completion of the Project, the Contractor agrees to reimburse to the AQMD a proportional amount of the funds provided under this Agreement based upon the depreciated value of the vehicle.

5/27/2009 II 09-0547.A.12

AGREEMENT ADMINISTRATOR CONCURRENCE:

By: (1) 10 (21) 10 10 50 Dated: 15-27-2001

Marcella McTaggart Air Pollution Control Officer

El Dorado County Air Quality Management District

REQUESTING DEPARTMENT CONCURRENCE:

By: MidWhiteytat Dated: 15-21-1ag

Marcella McTaggart Air Pollution Control Officer El Dorado County Air Quality Management District

By: 1 28, 200 1

Gerri Silva, M.S., R.E.H.S

Director

El Dorado County Environmental Management Department

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein below written.

CONTRACTOR THE RIVER STORE INC.	AQMD EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
Date: $\frac{25/26/26}{2}$	Date:
By: Daniel R. Crandall President	By:
Attest: Date: 15/7/2/27	
By: Crandall Corporate Secretary	
	Attest: Suzanne Allen de Sanchez, Clerk of the Board
	Date:
	By:

EXHIBIT "A" PROPOSAL

EXHIBIT SUMMARY SHEET (Cover)

Applicant: The River Store Inc.

Contact Person: Dan Crandall

Address: 1032 Lotus Road or P.O. Box 472, Lotus, CA 95651

Telephone #: 530-333-9115

FAX #(optional): 530-626-3363

Project Budget				TAX #(optional):	: 530-626-3363
roject Bunget	AB	2766 Funds	S Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	25,082.00	\$ 21,918.00	s	
perating Cost	\$	14,743.00	\$ 12,882.00	————	\$ 47,000.00
ersonnel	\$	69,644.00	\$ 60,856.00		\$ 27,625.00
larketing	\$	<u>-</u>	\$ 10,000.00		\$ 130,500.00
OTAL	S	109,469.00	\$ 105,656.00		\$ 10,000.00 \$ 215,125.00
Iternative Project	T. B 276		103,030.00	[2	\$

Alternative Project Budget	AB 2766 Funds	S Matching Funds	In-Kind Match	Total Project Costs
Materials	\$ 19,836.00	\$ 18,164.00	s	
perating Cost	\$ 10,048.00	\$ 9,202.00	s	\$ 38,000.0
ersonnel	\$ 47,762.00	\$ 43,738.00	S	\$ 19,250.0
larketing	\$	\$ 10,000.00	\$	\$ 91,500.00
OTAL	\$ 77,646.00	\$ 81,104.00		\$ 10,000.00 \$ 158,750.00

Estimated Emission Reductions/Cost-Effectiveness	As Proposed	Alternate Funding
Jseful Life of Project (years)	,	TAVEL
otal Lifetime Emissions Reduced (lbs. Of ROG, Nox. PM-10)	3708.88 lbs	1
nnualized Cost-Effectiveness (total project costs)	\$59.74.1bs	2472.59 lbs
nualized Cost-Effectiveness (AQMD Founded project costs)	\$20.40 lbs	\$66.137bs

Brief Project Description:

The River Store Inc. will continue a shuttle program for river recreation on the South Fork American River corridor from Chili Bar put-in to Skunk Hollow take-out. In addition, upon the return trips to Coloma I often the shuttle will provide "dead head trips" for the community at large and expand into service for institutional commercial outfitters, community events and other visitors to the area such as hikers, campers, fishermen & mountain bikers. The River Store Inc. will operate during fiscal year 2009/2010 providing 150

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

۱۲.	oplicant: The River Store Inc. (TRS)
	ease complete and attach this checklist with your application.
X	Exhibit Summary Sheet (Cover) - Page 1
X	Request for Proposal Contents Checklist (Second Page) - Page 2
X	Authorization Letter/Resolution Page 3
X	Project Description - Page 4 - 5
X	Project Organization Background - Page 6-7
X	Emission Benefits, Cost Effectiveness - Page 8 - 9
X	Work Statement - Page 10
X	Funding Request/Cost Breakdown Page 11
X	Matching Funds – Page 11
X	Schedule of Deliverables/Monitoring Program - Page 12
X	3 Copies of Proposal
Appendi	ix A Comments from the River Store Shuttle Passengers Control for the first for the
Appendi	x B Community Letters of Support

The River Store, Inc 1032 Lotus Road, Lotus, CA

PO Box 472 Lotus CA 95651 (530) 626-3435 Fax: (530) 626-3363 www.theriverstore.com

March 13, 2009

Ms. Marcella McTaggert
Air Pollution Control Officer
El Dorado County Air Quality Management District
2850 Fairlane Court
Placerville, CA 95667

Dear Ms. McTaggert,

I am writing this letter as the President and CEO of The River Store Inc. . I am also the majority shareholder in the corporation and have the full support of my minority shareholders for the following authorization. As such I have the legal ability to, and do so authorize The River Store Inc. to apply for and potentially accept the responsibility for administering any and all contracts and/or grant funding applied for from the EDCAQMD. This authorization is with full knowledge of the requirements of the grant funding proposal being submitted with regard to "The River Store Shuttle", and the resulting contract stipulations and responsibilities for performance and reporting.

I, Dan Crandall, will serve as the primary contact person for any such contracts and have listed my personal contact information below. I will also be the responsible River Store Inc. representative for authorizing and executing any and all documentations or actions resulting from the applications for funding or the successful receipt of said grant contract(s).

Sincerely,

Daniel R. Crandall

President/CEO, The River Store Inc.

530-333-9115

P.O.Box 472, Lotus, CA. 95651

Dan@Kayaking.com

PROJECT DESCRIPTION

Objectives:

By it's very nature, recreation on and in some cases near the river requires the use of multiple vehicles & drivers in addition to retracing vehicle drive routes. With the necessary EDCAQMD funding. The River Store Inc. will continue to fill a void that has been recognized and evident for many years along the South Fork American River corridor by providing a shuttle program for river recreationists and the local community in a safe and convenient scheduled format.

Local business owners and river/park managing agencies including El Dorado County, California State Parks and BLM continue to be supportive & enthusiastic about the shuttle service offering marketing support & special considerations where appropriate to help facilitate the success of The River Store Shuttle. (See Support Letters in Appendix B)

The overall objectives of The River Store Shuttle Service for 2009/2010 will be to:

- Continue to provide a private boater shuttle service as outlined in the 2001 El Dorado
 County River Management Plan Element 3.1.
- Continue to provide community service "dead head" transit upon return to the Coloma/Lotus area & expand into service for institutional/commercial outfitters, community events and other visitors to the area such as hikers, campers, fishermen & mountain bikers.
- Lower emissions related to river recreationists who set their shuttle using their own vehicles in order to boat the runs on the South Fork American River from Chili Bar to the Gorge. And lower emissions from the subsequent community users that would use the "dead head" transit. In addition, during 2008 shuttle operation, a significant number of river users were able to leave vehicles at home in the Bay Area & elsewhere rather than bring them to the river area to facilitate their personal shuttles. 2009/2010 operations would continue this trend and further reduce emissions.
- Reduce traffic & congestion over the corresponding shuttle routes by eliminating the need for many individuals to drive to the put-in/take-out at the beginning of the day and subsequently drive back to the put-in/take-out to retrieve their car at the end of the day. Shuttle routes would include Salmon Falls Road, Highway 49, Highway 93 and other small roads between Chili Bar, Coloma and the Skunk Hollow parking lot.
- Redistribute noted parking impacts by encouraging riders to park in the Coloma/Lotus area and catch the shuttle in the beginning of the day to the Chili Bar put-in or at the end of the day at Skunk Hollow take-out

Scope of Work:

Utilizing 2004 or newer gas powered 14-15 passenger vans, the River Store shuttle will operate during the fiscal year 2009/2010 providing 150 total shuttle service days. The alternative proposal would reduce the total number of days to 100. There will be scheduled routes connecting parking and identified river access points, as well as advance reservation shuttle services for small to

The shuttle program will be utilizing the existing infrastructure elements of The River Store at 1032 Lotus Road and a nearby secure commercial warehouse/parking facility (Highway 49 in Coloma) as a base of operations. Shuttle stops and routes will be approved by any and all necessary entities or agencies prior to route establishment. Vehicle maintenance and support will continue to utilize qualified local mechanics on a regular maintenance schedule.

Shuttle riders will park at a variety of approved public & private venues. The shuttle schedules will be designed to help apportion the parking away from congested locations such as Salmon

All return trips will be open to "dead head" transit back to the Coloma/Lotus area. Possible transit stops include the intersection of Highway 93 & Highway 49, trail heads along Highway 49, Marshall Gold Discovery State Park, Dave Moore Nature Area, Lotus Post Office, Cronan Ranch Regional Trails Park and Pilot Hill.

Shuttle users will be able to purchase Transportation Management Association (TMA) membership style passes at The River Store and on-line via The River Store Shuttle website. Passes eliminate the need for cash transactions on the shuttle vehicles themselves & will offer greater discounts for more avid riders. This method will also allow for easier account/receivables management and tracking. Users will also be able to make pre-reservations for some pick-up points and for custom group/event shuttles through the dispatch/scheduling office.

The River Store will acknowledge the funds provided by El Dorado County Air Quality Management District on all shuttle stop signs, advertisements and public relations. Additionally, they will provide the following with grant & matching funds:

- One gas powered LEV 14-15 passenger van to expand the current fleet of one 2005 Ford 15 passenger van and one 2004 Chevy 12 passenger van.
- One custom trailer added to the current fleet of two specifically designed for convenient and efficient loading of boats, paddles and boating gear.
- Shuttle Service for 150 days or 100 days (alternative proposal).
- Safe, experienced, appropriately trained and licensed drivers
- Support staff for managing, scheduling, reservations, dispatch and marketing
- Concentrated marketing campaign to be paid for by the matching funds from RMAC & the Coloma Lotus Chamber of Commerce.
- Shuttle signage at safe loading stations at each shuttle stop
- Knowledge and experience of the agencies, river & local community needs & concerns
- Corresponding administration & permit fees
- Liability insurance coverage
- Associated overhead costs

PROJECT ORGANIZATION AND BACKGROUND

Project Organization

The River Store Inc. (TRS) will continue to administer the EDCAQMD contract and is in the process of creating a separate non-profit organization 501(c)(3) (the Coloma Transportation Management Association) to either accept the grant award or if necessary sub-contract the shuttle operations under the continued administration by TRS and eventually take over the shuttle program. TRS will also continue to develop the marketing and public information access/reservation systems and the scheduling and route logistics.

TRS will have help from the Coloma Lotus Chamber of Commerce Marketing Committee, which was newly created for this purpose. The Coloma Lotus Chamber of Commerce (a subchapter of the El Dorado County Camber of Commerce) has contributed \$5000 for marketing of the shuttle service, and members of the CLCC are providing additional services to help develop and expand the shuttle opportunities and options for the greater Coloma/Lotus community.

The River Management Advisory Committee (RMAC) passed two motions to recommend providing \$17,000 for operating costs/personnel & \$5000 for marketing in matching River Trust Funds (RTF) with the caveat that The River Store Shuttle establishes non-profit 501(c)(3) status. Funding is contingent upon approval by the El Dorado County Board of Supervisors. RMAC has also discussed providing matching RTF funds in 2010 in the interest of helping The River Store Shuttle service get through it's first three years and attain a more sustainable level.

TRS now owns a 2004 & 2005 LEV van and two custom-built shuttle trailers for use in continued shuttle service until FYE June 30, 2009 when the current EDCAQMD grant expires. Service beyond this date will not be possible without further EDCAQMD grant funding due to lack of self funding at this early stage in the program's development.

TRS will add a third van and trailer as a result of this year's grant and matching funds to reach the minimum objective of a three van model. The three-van model will provide a more sustainable and financially viable program allowing for significantly increased revenue and ridership numbers with minimal additional costs to infrastructure. A third van will also allow for planned expansion for new commercial/institutional company shuttles to further reduce vehicle trips and emissions in the river corridor.

Working shuttle stops and routes have been established and there are plans to add additional routes for community shuttles such as winery tours, community member shuttle routes in the Georgetown/Cool areas, special group and event shuttles. In the first two months of operation TRS was able to shuttle for weddings, special community events including the American River Festival, a Chris mas paddle, a birthday group and several commercial company customer shuttles.

Background

Primary responsible party is Dan Crandall as President of The River Store Inc. and owner of Current Adventures Kayak School

Dan Crandall is President and majority shareholder of The River Store Inc. and has held that position since purchasing the company in 2004. He also owns & operates Current Adventures Kayak School (A sole Proprietorship) from its Lotus base since its inception in 1994. As part of the administration of these entities Dan's responsibilities include:

- Coordinating and scheduling the disbursement of resources (including multiple 15 passenger vans, trailers, instructors and kayaking/rafting equipment) throughout Central California.
- Acquisition and maintenance of all vehicles and equipment
- An integral aspect of running these businesses is Dan's annual and ongoing responsibility to negotiate, acquire, update insurance policies and administer numerous permits and concession contracts and their resultant reports and accounts with such entities as California State Parks (2), U.S. Forest Service (4), BLM, and El Dorado County.
- An intimate familiarity with the safe and scheduled travel/ transport on local roads, routes and access points to be utilized in The River Store Shuttle program through his own similar kayak school operations.
- Maintaining a complete knowledge of and close working relationship with all facets of the business, resident, paddling and outfitter communities within the contract area over
- Marketing to local and regional paddling groups and the general public with relation to paddling and community oriented programs, events and activities.
- Creation and development of numerous websites since 1995 which incorporate on-line reservations, pricing schedules and complicated calendars for multiple courses, trips and
- Hiring, training and managing a combination of over 20 employees for both The River Store and Current Adventures with a special focus on assessing and enhancing the public service, safety and judgment skills of said employees.
- Delegation of appropriate responsibilities to employees
- Development of kayak trips and outings/services with associated pricing schedules, logistical planning and contract negotiations/fulfillment in collaboration with numerous entities including 8 local or regional Parks and Recreation departments, REI and REI
- Development, logistical planning and guiding of multiple commercial river and travel trips to destinations including Costa Rica, New Zealand, Scotland, Chile, The Grand Canyon, Panama, Oregon, Alaska and Utah.
- General responsibility and oversight of all financial recordkeeping, purchases and expenditures for both The River Store Inc. and Current Adventures Kayak School.
- Member in long standing of the California State Parks Whitewater Advisory Committee
- "My goals are to help create a safe, user friendly and financially viable form of shuttle transportation for the varied user groups in the South Fork American River Community and the related businesses and community members. I see this model as expandable to many recognized applications within the greater South Fork Valley. The reduction of traffic, emissions and parking congestion are all primary objectives of such a shuttle service. The service itself is being designed to be functional, efficient and beneficial (directly or indirectly) to all who live and work in or visit the area."

Emissions Benefits/Cost Effectiveness (LEV Low Emission Vehicle - 8501-10000 lbs)

```
Effectiveness Period
                               1 year
                                                 Days (D) = 150
                                         Van Passengers # of Vehicles
                                                                         4 of Trips
                                                                                     # of Ways
                 Chili Bar (CB)
                                                 14
                                                                 3
                                                                             2
                                                                                         6
                Chili Bar (CB)
                                                 14
                                                                 2
                                                                             1
                                                                                         2
                Gorge
                                                 1.1
                                                                 2
                                                                             1
                                                                                         2
                Gorge
                                                 14
                                                                 3
                                                                            2
       Ridership (R)
                                         (River Van Passengers * # of Vehicles * # of Trips) =
                                         ("Dead Head" Van Passengers * # of Vehicles * # of Trips)
                                        [(14*3*4) + (14*2*2)] + [(14*3*4) + (14*2*2)] = 224 + 224 = 448
       Annual Van/Shuttle VMT
      (Van VMT)
                                         (# of Vehicles * D * # of Ways * 11.2 Chili Bar Miles) +
                                        (# of Vehicles * D * # of Ways * 13.5 Gorge Miles)
                                 (3*150*6*11.2) + (2*150*2*11.2) + (3*150*6*13.5) + (2*150*2*13.5)
                                   30240 + 6720 + 36450 + 8100 81520 miles/year
     Adjustment (A) on auto trips
                                       - 1
     Auto Trip Length (L)
                                      River Trip - CB (11.2*2) ^{-} 22.4 miles Gorge (13.5*2) = 27.0 miles
             River Shuttle Vehicle Left at Home - Round Trip Coloma to El Dorado County Line 40.0 miles
                                      "Dead Head" Trip - CB 11.2 miles Gorge 13.5 miles
                                     (River trip includes initial trip miles & miles back to retrieve car)
    Adjustment (AA) for auto
    Access to and from shuttle
                                      -.50 (Reduced to account for river shuttle vehicle left at home)
    Trip Length (LL) for auto
    Access to and from shuttle
                                      5 (Default)
    Annual Auto Trips Reduced
                                      [(D) * (R) * (A)]*[1-(AA)]
                                      [150*448*1]*[1-.50]
                                     33600 trips/year
   Annual Auto VMT Reduced
                                     [(D)*(R)*(A)]*[(L)-\{(AA)*(LL)\}]
                         River Trip
                                    [(150*84*1)*(22.4-(.50*5))]+[(150*84*1)*(27.0-(.50*5))]+
   River Shuttle Vehicle I eft at Home [(150*28*1)*(62.4 (.50*5))] + [(150*28*1)*(67.0 - (.50*5))] +
                       "Dead Head" [(150*112*1)*(11.2 - (.50*5))] - [(150*112*1)*(13.5 - (.50*5))]
                                     559440 + 522480 + 330960 1412880 miles/year
                      (Estimating 25% of River Trip Ridership (R) would leave vehicle at home)
  Annual Emission Reductions
                                    [(Annual Auto Trips Reduced) * (Auto Trip End Factor)
                                    F(Annual Auto VMT Reduced) * (Auto VMT Factor)
                                   (Van VMT) * (Van VMT factor)] 454
                         [(33600*1.577) - (1412886*0.124) - (81520*0.20)].434
                 ROG:
                                                                                1400.32 ds/year
                 NOx:
                         [(33600*0.675) \cdot (1412880*0.538) - (81520*0.20)].454
                                                                                1688.34 lbs/year
                 PM10: [(33600*0.014) - (1412880*0.218) - (81520*0.33)] 454
                                                                                620.22 lbs/year
                                    Total Lifetime Emissions Reduced 3708.88
Capital Recovery Factor (CRF)
                                   1.03
Cost Effectiveness of Total Funding Dollars = [(CRF*Funding), (ROG + NOx - PM10)]
                                          {(1.03*215125)/(3708.88)} $59.74/lb
Cost Effectiveness of AB2766 Funding Dollars [(CRF*AB2766 Funding), (ROG NOx PM10)]
                                             [(1.03*109469)/(3708.88)] $30.40/lb
```

Emissions Benefits/Cost Effectiveness (LEV Low Emission Vehicle - 8501-10000 lbs)

```
Effectiveness Period
                                Lyear
                                                  Days(D) = 100
                                         Van Passengers # of Vehicles # of Trips
                                                                                     # of Ways
                 Chili Bar (CB)
                                                 14
                                                                  3
                                                                             2
                 Chili Bar (CB)
                                                                                          6
                                                 14
                                                                 2
                                                                             1
                                                                                         2
                Gorge
                                                 14
                                                                 2
                                                                             1
                                                                                         2
                Gorge
                                                 14
                                                                 3
                                                                             2
                                                                                         6
       Ridership (R)
                                          (River Van Passengers * # of Vehicles * # of Trips) +
                                         ("Dead Head" Van Passengers * # of Vehicles * # of Trips)
                                         [(14*3*4) + (14*2*2)] + [(14*3*4) - (14*2*2)] - 224 + 224 - 448
       Annual Van/Shuttle VMT
       (Van VMT)
                                         (# of Vehicles * D * # of Ways * 11.2 Chili Bar Miles) +
                                         (# of Vehicles * D * # of Ways * 13.5 Gorge Miles)
                                 (3*100*6*11.2) + (2*100*2*11.2) + (3*100*6*13.5) + (2*100*2*13.5)
                                   20160 + 4480 + 24300 + 5400 54340 miles/year
      Adjustment (A) on auto trips
     Auto Trip Length (L)
                                        River Trip - CB (11.2*2) = 22.4 miles Gorge (13.5*2) = 27.0 miles
             River Shuttle Vehicle Left at Home - Round Trip Coloma to El Dorado County Line 40.0 miles
                                      "Dead Head" Trip - CB 11.2 miles Gorge = 13.5 miles
                                     (River trip includes initial trip miles & miles back to retrieve car)
     Adjustment (AA) for auto
     Access to and from shuttle
                                      .50 (Reduced to account for river shuttle vehicle left at home)
    Trip Length (LL) for auto
    Access to and from shuttle
                                      5 (Default)
    Annual Auto Trips Reduced
                                      [(D) * (R) * (A)]*[1-(AA)]
                                      [100*448*1]*[1-.50]
                                      22400 trips/year
   Annual Auto VMT Reduced
                                     \{(D) * (R) * (A)\} * \{(L) - \{(AA) * (LL)\}\}
                         River Trip [(100*84*1)*(22.4-(.50*5))] + [(100*84*1)*(27.0-(.50*5))] +
   River Shuttle Vehicle Left at Home [(100*28*1)*(62.4-(.50*5))] + [(100*28*1)*(67.0-(.50*5))] +
                       "Dead Head" [(100*112*1)*(11.2 - (.50*5))] - [(100*112*1) * (13.5 - (.50*5))]
                                     372960 + 348320 + 220640 941920 miles/year
                      (Estimating 25% of River Trip Ridership (R) would leave vehicle at home)
  Annual Emission Reductions
                                    [(Annual Auto Trips Reduced) * (Auto Trip End Factor)
                                     (Annual Auto VMT Reduced) * (Auto VMT Factor)
                                    (Van VMT) * (Van VMT factor)] 454
                  ROG: [(22400*1.577) = (241920*0.424) (54340*0.20)]. 454
                                                                                933.55 lbs/year
                         [(22100*0.675) - (941920*0.538) (54340*0.20)].454
                                                                               1125.56 lbs/year
                 PM10: {(22400*0.014) (941920*0.218) (54340*0.33)].454
                                                                               413.48 lbs/year
                                    Total Lifetime Emissions Reduced 2472.59
Capital Recovery Factor (CRF)
                                   1.03
Cost Effectiveness of Total Funding Dollars = [(CRF*Funding)/(ROG + NOx + PM10)]
                                           [(1.03*158750), (2472.59)] $66.13/lb
Cost Effectiveness of AB2766 Funding Dollars [(CRF*AB2766 Funding), (ROG - NOx - PM10)]
                                             [(1.03*77646); (2472.59)] $32.34/lb
```

WORK STATEMENT

2009

July

- Third trailer fabrication and van acquisition
- Press release and marketing of continuing shuttle operations through variety of public and private sources to reach desired demographics and multiple potential user groups to include but not limited to private boater clubs and organizations, outfitters, rafting chapters, hiking clubs citizens groups and chambers of commerce.
- Website and phone reservation/information lines updated.
- New routes and special event/activity operations explored and implemented
- Hiring and orientation of additional drivers as needed
- First 2009/2010 contract billing installment submitted to EDCAQMD
- Provide shuttle services between Chili Bar and Salmon Falls, with intermediate Coloma Valley stops.

August

- Provide shuttle services between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.
- Additional billings to EDCAQMD

September- October

Provide shuttle services (water release dependent) between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.

November and Beyond

- "Season" end billing installment to EDCAQMD
- Additional boater shuttles as weather and water releases/rider needs dictate
- New Community shuttles for non-boating users and events

2010

March

- Marketing and Press releases of impending resumption of boater shuttle services available April-June and beyond pursuant to the acquisition of appropriate new
- Hiring and orientation of new drivers as needed

April

- Continued community and event shuttle operations
- Beginning of seasonal boater shuttle operations between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.

May

Provide shuttle services between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.

June

- Provide shuttle services between Chili Bar and Salmon Falls and including intermediate Coloma Valley stops.
- Final report/billing submitted to EDCAQMD for fiscal year 2009-2010 grant contract

FUNDING REQUEST BREAKDOWN OF COST

Funding Request

the River store is requestion a constitution after stein af \$159,169 of \$182.766 ()MV Surel size find, to this project. The modified still provide for 150 days of shuttle service for he South Fork American River corridor.

Fotal Project Funding	₽π.p.ς. 1	Miternative
Project Costs River Store Shuttle Materials	215,125	158,71
tiver Store Shuttle Operating Cost iver Store Shuttle Personnel iver Store Shuttle Marketing	47,900 27 625	.8,000 19,230
name viaketing	130,500 10,000 215 125	91.500 10.000

AB2766 Funds	215 125	158.7
unding	Proposal -	Alternative
roject Costs iver Store Shuttle Materials iver Store Shoot Costs	109.169	77.6
iver Store Shuttle Operating Cost ver Store Shuttle Personnel	25.082 14.743 69.644	19, 83 19,94
Matching Contribution	109,469	47,762 77,646

	97.044	17.70
	109,469	
River Tenet East Contribution		77.6
River Trust Fund - El Docado County River Management	Proposal	Alterrative
Funding		THE TAINE
Project Chets	27.000	27.000
iver Store Shoule Manada.		27.000
IVEL Store Shartle Organian Co.		
Tel note annual	5.941	5 620
ver Store Shartle Marketing	2.963	2.847
·	13,096	13.533
	5.600	5,000
	27,800	27.000

	Matching Contribution Colomic Latus Chamber of Commerce	Proposed	
Frading	or maneste	y ··· · · · · ·	the native
Trifect Costs		5 3(4)	8.40
The second secon	The second secon		5 14

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SCHEDULE OF DELIVERIES/SELF-MONITORING PROGRAM

Deliverables:

July 2009 - Van & Trailer Purchase

Monitoring:

The River Store Inc. will submit one (1) project report to EDCAQMD documenting the overall usage and passenger boarding statistics per day. Additionally, other informal surveys of the riders, paddling and local community will be implemented and the results shared with EDCAQMD.

APPENDIX A

Comments from The River Store Shuttle Passengers

APPENDIX B Community Letters of Support

MELDORADO TRANSITA

March 19, 2009

Ms. Marcella Mc l'aggart Air Pollution Control Officer El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA 95667

RE: Support for the River Store Shuttle

AB 2766 Grant Program

Dear Ms. McTaggart:

The El Dorado County Transit Authority (El Dorado Transit) endorses the River Store, Inc. request for AB 2766 grant funds to provide shuttle services within the Coloma Valley and between other El Dorado County communities.

El Dorado Transit is the designated Consolidated Transportation Service Agency (CTSA) for the western slope of the County of El Dorado and a public transit operator. The proposed expansion of the community shuttle will provide additional opportunities for coordination between private and public entities for improved access that supports the goals and objectives of the CTSA. This project will also support economic development and reduce emissions in the Coloma Valley.

We arge favorable consideration for the expansion of the River Store shuttle project that will meet the AB 2766 program objectives.

Sincerely.

brecative Diffector



Dear Ms. McTaggart

At the March 10, 2009 meeting of the Coloma-Lotus Chamber of Commerce, it was unanimously approved that a letter of support be prepared and sent endorsing the South Fork American River Shuttle Program as proposed by Dan Crandall and the River Store.

It is strongly believed that such a program will strongly benefit the community; we support the program fully.

Sincerely,

Marjorie Sanborn

President

Coloma-Lotus Chamber of Commerce



United States Department of the Interior

3/

BUREAU OF LAND MANAGEMENT

Fra som Field Office 63 Naoma Street Folsom, Childernia 15630 www.ca.blm.gov/folsom

Marcella McTaggart El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA 95667

Dear Ms McTaggart:

The Bureau of Land Management, Folsom Field Office supports the continuation of the river shuttle program on the South Fork American River corridor and the Coloma Valley. The river shuttle program was effective in reducing congestion and overflow parking at the BLM and other put-in and take out facilities along Highway 49 and Salmon Falls Road. It will continue to reduce traffic congestion in the surrounding communities of Coloma and Lotus.

The staff at the "The River Shuttle" were excellent to work with and showed flexibility and professionalism when working with our agencies requirements.

This program will flourish and set an example as an efficient, effective and convenient shuttle system that I am confidant will expand in the future.

Sincerely

James Eicher Acting Folsom Field Manager

09-0547.A.32



The County of El Dorado River Management Advisory Committee

Martin Harris, Chairman Dave Martinez, Vice Chair

March 16, 2009

Marcella McTaggart El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA 95667

Dear Ms. McTaggart,

This letter is to inform you of support for the application of grant AB 2766 for the purposes of the continued operation and improvements to South Fork American River boater and community shuttle program.

The County's River Management Advisory Committee (RMAC) is supportive of this application and endeavor. At the February 25, 2009 RMAC meeting the committee voted to support the use of \$22,000 from County's "River Trust Fund" for the grant match with a caveat of that endorsement being that the River Shuttle move toward nonprofit status.

El Dorado County started managing river use on the South Fork American River the early 1980's with the adoption of the Streams and Rivers Ordinance chapter 5.48 and subsequently the first County River Management Plan (RMP) in 1984, both with the goal to help mitigate and monitor impacts from river use.

The current RMP, 2001, has several programs that have not been implemented, one of which is a boater shuttle to reduce impacts associated with vehicle traffic. Element 3.1 of the RMP states that: "The County will encourage the private sector to implement a river shuttle service. The County will assist in the implementation of this shuttle service or, if the private sector is unable to do so, the County may investigate operating this shuttle service."

Another benefit of a boater shuttle would be reduced parking congestion at certain locations by removing the need to park at those locations or the need to drive multiple vehicles to run a river trip. Two of the parking locations are Salmon Falls and Greenwood Cr. parking areas. These locations are under management of CA State Parks (SP) and the Bureau of Land Management (BLM). The parties of this endeavor are aware of this goal and have pledged to coordinate and work with the SP, BLM and County if the shuttle service unknowingly increases the parking problems associate at various locations.

Sincerely,

Martin

Hello Dan,

It was great to meet you on Saturday, here is a little more information on PGO.

Project Great Outdoors is a non-profit organization of volunteer guides that take disadvantaged and at risk youth rafting. We primarily run the Gorge run on the SFA with groups of around 20 including guides. Because our guides drive their own vehicles far distances they take advantage of carpooling as often as they can. Our youth generally come in passenger vans and we don't have to worry about their transportation to and from the river, but the guides and gear are harder for us to coordinate. We are looking forward to working with you so that our guides can utilize the river shuttle. It will be wonderful for us in that it will allow our guides to carpool to the river in smaller vehicles and it will reduce the number of vehicles that we will need to park at take out at the end of the day.

Project GO has our season opening retreat Saturday, April 11th and I was hoping you could come and give a presentation on the river shuttle and how we can utilize it as an organization and also when we are running private trips. I would also like to put up a link about the river shuttle on our website if you could send me that.

Thank you,

Serena Lasko
Program Director
Project Great Outdoors
PO Box 1385
Sacramento, CA 95812
1.888.827.8859

The mission of Project Great Outdoors is to guide youth towards broader perspectives and self-discovery through adventures in the great outdoors.

= CUORAL

DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001 Auburn State Recreation Area – 501 El Dorado Street - Auburn, CA 95603 Phone: 530-885-4528: FAX: 530-885-2798

Ruth Coleman, Director

March 19, 2009

Marcella McTaggart El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA 95667

Re: Grant Request for South Fork American River Shuttle Proposal

Dear Ms.McTaggart,

It is with pleasure that I am sending this letter to endorse the continued operation of the South Fork American River Shuttle program under the management of Dan Crandall, owner of the River Store in Lotus CA. and that has been and will continue to be partially funded through the River Trust Fund (with support in 2009 as voted by the River Management Advisory Committee).

As you may be aware, there are tens of thousands of non-commercial boaters recreating on the South Fork of the American river primarily during the spring, summer and fall seasons. Two of the access locations for these boaters are at Marshall Gold Discovery State Historic Park in Coloma and at the Salmon Falls area of Folsom Lake SRA. Both of these locations are units of California State Park system.

One of the negative aspects of this form of recreation is the vehicle traffic associated with the necessary shuttles needed for transportation of people and their equipment — both to the put-in locations where the trips begin and to the take-out locations where the trips conclude.

A secondary problem associated with this activity is the corresponding impact on the available parking spaces in the already over stressed parking lots and roadside parking shoulder areas in the Salmon Falls Day Use area.

This shuttle has helped to relieve the number of vehicles on the roadways; has less impact on parking areas; improves air quality; saves time for those recreating on the rivers; and also offers a more efficient means for the non-boating public to access the various recreational access points in the area.

I would like to thank you for your consideration and continued support on this matter. Should you have any questions or if you would like to discuss this further, please feel free to give me a call at (530) 823-4164.

Respectfully,

Mike Lynch Sector Superintendent Auburn State Recreation Area



DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001 Auburn State Recreation Area - 501 El Dorado Street - Auburn, CA 95603

Phone: 530-885-4528; FAX: 530-885-2798

Ruth Coleman, Directo

March 19, 2009

Marcella McTaggart El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA 95667

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I would like to thank you for your consideration and continued support on this matter. Should you have any questions or if you would like to discuss this further, please feel free to give me a call at

Respectfully

Mike Lynch

Sector Superintendent

Auburn State Recreation Area