

MINUTE ITEM

MINUTE ITEM

18

11/21/85
WP 5305
PRC 5305
Martinez

Dredging Permit

Calendar Item C18 was moved to the regular agenda.

Executive Officer Dedrick informed the Commission that the proposed dredging permit had not been issued because of an objection by the Attorney General's Office as to the location of the disposal site.

Ms. Dena Schwarte, representing Tahoe Keys Marina, summarized her understanding of the background of this item.

Chairman Cory directed staff and the Attorney General's Office to work with Ms. Schwarte to resolve this issue.

Attachment: Calendar Item C18.

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INFORMATIVE ITEM

A 7
S 1

C 18

11/31/85
WP 5305 PRC 5305
Martinez

DREDGING PERMIT

PERMITTEE: Tahoe Keys Marina
P. O. Box 7319
South Lake Tahoe, California 95731

AGENT: Dena Schwarte
P. O. Box 10434
South Lake Tahoe, California 95731

AREA, TYPE LAND AND LOCATION: Sovereign lands in Lake Tahoe at the east access channel to Tahoe Keys Marina, El Dorado County.

LAND USE: Dredge a maximum of 4,000 cubic yards of material to maintain the existing channel to the marina. All dredged material will be disposed of at a privately-owned upland site east of the Harbor entrance.

TERM: One year commencing November 1, 1985.

CONSIDERATION: \$0.25 per cubic yard for material placed at the approved upland site.

PREREQUISITE CONDITIONS, FEES AND EXPENSES: Filing fee and expense deposit have been received.

STATUTORY AND OTHER REFERENCES:
P.R.C.: Div. 6, Parts 1 and 2; Div. 13.
Cal. Adm. Code: Title 2, Div. 3; Title 14, Div. 6.

CALENDAR ITEM NO. C 18 (CONT'D)

OTHER PERTINENT INFORMATION:

1. This activity involves lands identified as possessing significant environmental values pursuant to PRC 6370, et seq. Based upon the staff's consultation with the persons nominating such lands and through the CEQA review process, it is the staff's opinion that the project, as proposed, is consistent with its use classification.
2. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of the CEQA as a categorical exempt project. The project is exempt under Cal. Adm. Code 15104(g), maintenance dredging.

Authority: P.R.C.: 21084 and 14 Cal. Adm. Code 15300.

APPROVALS OBTAINED:

United States Army Corps of Engineers.

AB 884:

04/24/86.

EXHIBITS:

- A. Vicinity Map.
- B. Site Map.
- C. Permit.

LAKE TAHOE

DREDGING
SITE

DISPOSAL
SITE

East Channel

DRIVE

VENICE

TAHOE KEYS BLVD.

NO SCALE

50

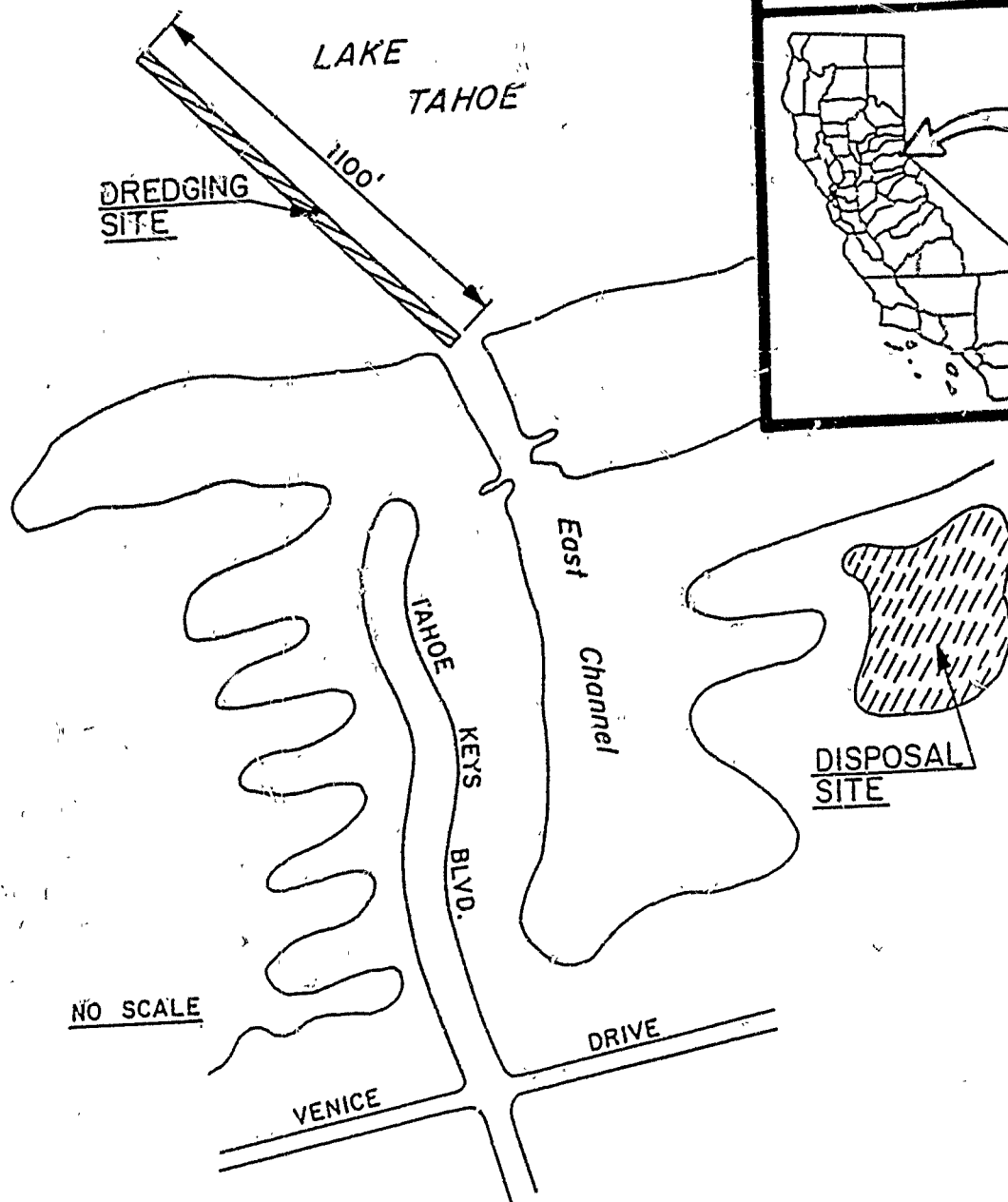
EXHIBIT "A"
APPLICATION FOR
DREDGING
TAHOE KEYS MARINA
(APPLICANT)
WP 5305
SOUTH LAKE TAHOE
EL DORADO COUNTY



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EXHIBIT "B"
APPLICATION FOR
DREDGING
TAHOE KEYS MARINA
(APPLICANT)
WP 5305
SOUTH LAKE TAHOE
EL DORADO COUNTY



NO SCALE

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STATE OF CALIFORNIA

EXHIBIT C

GEORGE DEUKMEJIAN Governor

STATE LANDS COMMISSION

KENNETH CORY, Controller

LEO T. MCCARTHY, Lieutenant Governor

JESSE R. HUFF, Director of Finance

EXECUTIVE OFFICE

1807 - 13th Street

Sacramento, California 95814

CLAIRE T. DEDRICK

Executive Officer

October 28, 1985

Tahoe Keys Marina
P. O. Box 7319
South Lake Tahoe, California 95731

Gentlemen:

Pursuant to your application dated October 21, 1985 you are hereby granted permission to dredge during the term of the permit a maximum of 4,000 cubic yards, of sand, silt, clay and gravel, excluding all other minerals including but not limited to oil, gas and geothermal from an area of sovereign lands in Lake Tahoe at Tahoe Keys Marina, El Dorado County as described and designated respectively in Exhibits "A" and "B" attached hereto, which are by this reference expressly made a part hereof. Said permission includes the right to deposit said material at the approved upland disposal site east of the marina entrance.

A royalty of \$0.25 per cubic yard shall be paid for material placed on private property or used for any private or commercial benefit. Said permission is given on the condition that all dredging and spoils deposition shall be done in accordance with all applicable Federal, State and local government laws, rules and regulations. Said permission shall be effective from November 1, 1985 through October 31, 1986.

It is hereby agreed that the operations authorized under this permit shall be performed with diligence, in a good and workmanlike manner, and with the use of due care and safety precautions.

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October 28, 1985

It is further agreed that you shall submit copies of reports or contracts with the dredging operator substantiating the volume of materials dredged and any royalties due to the Commission on a quarterly basis, on forms supplied by the Commission (Form 30.9 NC). It is agreed that you shall submit said forms on or before the fifteenth (15th) day of the month following the end of each permit quarter, together with payment for the royalty due on the volume removed during that quarter.

It is hereby agreed that, pursuant to Public Resources Code Section 6724, any installments of royalty accruing under the provisions of this permit that are not paid when due shall be subject to a five percent (5%) penalty and shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date when the same was payable by the terms hereof.

It is agreed that you shall furnish the Commission with copies of final surveys or copies of any other computations used as a basis to verify dredge volumes within twenty-five (25) days of completion of the activity authorized hereunder.

It is agreed that you shall indemnify, save harmless and, at the option of the State of California, defend said State, its officers, agents and employees, against any and all claims, demands, causes of action, or liability of any kind which may be asserted against or imposed upon the State of California or any of its officers, agents or employees by any third person or entity, arising out of or connected with the issuance of this permit, operations hereunder, or the use by you or your agents, employees or contractors, of the above described lands.

Without limiting the generality of the foregoing, such indemnification shall include any claim, demand, cause of action or liability of any kind asserted against or impounded upon the State of California or any of its officers, agents or employees arising out of or connected with any alleged or actual violation by you, your agents, employees or contractors of the property or contractual rights of any third person or entity. It is agreed that you shall at the option of the Commission procure and maintain liability insurance for the benefit of the State in an amount satisfactory to the Commission.

Tahoe Keys Marina

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October 24, 1985

You agree to comply with the terms and conditions hereof, and you further agree that any violation thereof shall constitute grounds for termination of this permit and shall allow the Commission to pursue any other remedy available to it under the law. It is further agreed that this permit may be suspended, modified or terminated whenever the State Lands Commission deems such action to be in the best interests of the State, and that no such action by the Commission shall be deemed to be a basis for any claim or cause of action for damages against the State or any officer, employee or agency thereof.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

CLAIRE T. DEDRICK
Executive Officer

DATE

ACCEPTED:

BY _____

TITLE _____

DATE _____

Mailed in Duplicate

Attachments: EXHIBITS "A" AND "B"

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