



El Dorado County

James R. "Jack" Sweeney
Supervisor, District III

Date: May 19, 2010

To: Board of Supervisors

CC: Clerk of the Board

RE: Legistar Item # 10-0317, Rubicon Trail Funding per SMUD Agreement

It is my belief that there is a very valid relationship between the proposed expenditure of the SMUD agreement funds and the proposed project. As one who helped establish the need and parameters for the SMUD agreement, and who helped negotiate the terms and language for the final documentation, I can assure you that this is absolutely the intended use of the funds.

However, the map attached to this item shows the proposed bridge site that indicates that Ellis Creek, over which the bridge will be built, flows into SMUDS Loon Lake! This bridge will allow vehicles to cross the creek without causing sedimentation that could ultimately contaminate Loon Lake, the SMUD facility.

This expenditure is certainly the intended use as set forth in paragraph 4.4 on page 8 of the agreement and that page is attached to the agenda item as well.

Commencement of Construction” and will make an initial Iowa Hill Annual Payment to the County in the amount of \$50,000. SMUD will make additional Iowa Hill Annual Payments of \$50,000 by July 1st of each subsequent calendar year for the Term of this Agreement.

4.3.3 Iowa Hill Socioeconomic Impacts Payments

4.3.3.1 Assessment Panel. Within ninety (90) days of the completion of construction for the Iowa Hill Development, SMUD and the County will form the Iowa Hill Socioeconomic Impacts Assessment Panel (“Panel”) to conduct the socioeconomic assessments described in Section 4.3.3.2. SMUD and the County will each nominate a representative to serve on the Panel, and the two representatives will select a third Panel member. Each panelist will have the requisite experience and qualifications to competently study, measure, and place a monetary value on socioeconomic impacts of construction projects. SMUD and the El Dorado Parties will each bear the cost of their selected panelist. SMUD and the El Dorado Parties collectively will share equally all charges and expenses of the neutral panelist.

4.3.3.2 Socioeconomic Impact Assessment. The Panel will conduct a two-phased assessment of negative socioeconomic impacts attributable to the construction of the Iowa Hill Development following the analytical methodology specified in Exhibit “I” attached hereto and make Iowa Hill Measured Impacts Payments accordingly.

4.4 Use of Payment Funds. SMUD’s payments as described in Section 4.1 are to be utilized by the County for capital improvements to Ice House Road and other miscellaneous capital projects related to the UARP and its impacts on facilities owned or services provided by, or any resource or other interest within the jurisdiction of, the County. SMUD’s payments as described in Section 4.2 are to be utilized by the County for purposes of road maintenance, watershed management, and other miscellaneous activities related to the UARP and its impacts on facilities owned or services provided by, or any resource or other interest within the jurisdiction of, the County. SMUD’s payments as described in Section 4.3 are to be utilized by the County in order to minimize, avoid, or mitigate socioeconomic impacts attributable to the construction of the Iowa Hill Development within those areas of the County affected by such construction. The determination of which specific uses of payments by SMUD under this Article IV are consistent with the limitations of this Section are to be made by the County in its sole discretion.

4.5 Adjustment of Payments. The amount of the installment payments specified in Section 4.1, the annual payments specified in Section 4.2, and the Iowa Hill Annual Payments specified in Section 4.3.2 will be adjusted annually by the All Urban Consumer’s Price Index, All Items (Base Period 1982-84 = 100). The inflation adjustment for the installment payments specified in Section 4.1 will commence September 1, 2004 and will continue annually for the Term of this Agreement. Such adjustment for the annual payments, as specified in Sections 4.2 and 4.3.2, respectively, will commence upon the Effective Date and continue for the Term of this Agreement. Should said index either cease to exist or be modified so that it no longer performs its prior function, the Parties will meet and confer in order to determine a replacement index that most closely approximates said index.