

LATE DISTRIBUTION DATE 12/18/18 #41

EDC COB <edc.cob@edcgov.us>

Fwd: BOS Agenda Item #41 12-18-18

The BOSONE

bosone@edcgov.us> To: EDC COB <edc.cob@edcgov.us> Tue, Dec 18, 2018 at 8:08 AM

Kind Regards,

Cindy Munt

Assistant to Supervisor John Hidahl, District 1 Board of Supervisors, County of El Dorado Phone: (530) 621-5650

CLICK HERE to follow Supervisor Hidahl on Facebook CLICK HERE to visit Supervisor Hidahl's web page

-----Forwarded message ------

From: Todd <toddwhite2006@hotmail.com>

Date: Tue, Dec 18, 2018 at 6:47 AM Subject: BOS Agenda Item #41 12-18-18

<bosthree@edcgov.us>, bosfour@edcgov.us <bosfour@edcgov.us>, bosfive@edcgov.us <bosfive@edcgov.us>

Good morning EDC BOS,

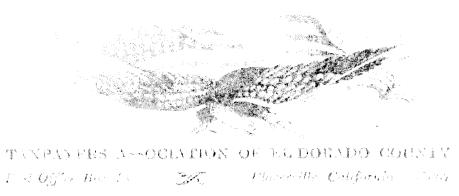
Please see the attached letter, which is approved supported by the Board of Directors of the EDC Taxpayers Association. This letter is regarding Agenda Item #41 on today's meeting agenda.

Should you have any questions and/or comments, please feel free to e-mail or call me at (530) 417-0807.

Thank you,

Todd White Secretary, EDC Taxpayers Association

BOS Item #41 12-18-18 .pdf 159K



Founded in 1958

December 18th, 2018

Board of Supervisors 330 Fair Lane Placerville, CA 95667

Re: Agenda #41, Item #18-1182: Mitigated Negative Declaration for Newtown Road at South Weber Creek Bridge Replacement Project CIP #77122. SCH# 2018062062

Dear Board of Supervisors:

The Taxpayers Association of EDC ask that you not 1), adopt the California Environmental Quality Act (CEQA) Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan; or 2), approve the project as described in the CEQA initial Study/ Mitigated Negative Declaration.

As Taxpayers, we ask that the approval process be continued for 60 days in order to evaluate the project for:

- 1.) Actual need of spending \$5,719,000.00 of taxpayer funds for this project.
- 2.) No clear evacuation route is being determined for access prior to the approval of this project. The County report states that, "transportation will consult and coordinate with Office of Emergency Services (OES) andCounty Fire". The discussion goes on that if a route is not determined that, "regardless of whether or not the temporary evacuation route is constructed, any evaluation order or shelter in place order from OES will be executed in whatever manner OES deems appropriate." This is an undetermined evacuation route which is not acceptable.

3.) Ice Hazard. This bridge as constructed will have a severe ice problem similar to the bridge on Placerville Drive in Placerville making the bridge very dangerous and therefore subject to closure in the winter potentially eliminating access to the public.

Based on these known issues the Taxpayers Association of El Dorado County needs more time to evaluate the project. If the continuation is granted the Association will use the time effectively.

Sincerely,

Todd White

Secretary, EDC Taxpayers Association

E. Young BOS 12/18/2018 #4/

2003 El Dorado County Board of Supervisors about the Verona Band POSITION STATEMENT SHINGLE SPRINGS CASINO

The Board of Supervisors has taken a consistently strong position against the construction and operation of a gambling casino on the Shingle Springs Rancheria. Many County residents have expressed to us the reasons why they feel that this huge proposed casino in Shingle Springs would be a disaster for the County. Some are against gambling altogether, some fear the inevitable increase in crime, some oppose placing a commercial development of this magnitude in the midst of a rural residential area, many businesses feel it unfair to have to compete with a tribe which pays no income or real property taxes, some are concerned about the additional drain on already depleted public resources, some lament the eyesore that casino-style architecture will create in the pastoral oak woodland of the central County, and many are concerned about the numerous negative environmental impacts the casino will cause. The Board has heard and understands these concerns, and is adamantly opposed to the building of a casino that will degrade the quality of life in El Dorado County in so many ways.

Many people do not understand the enormity of what is proposed. Existing gaming compacts with the State allow up to 2,000 slot machines per facility. This means a casino 25% larger than the largest currently at Lake Tahoe. Gaming tribes (including the Shingle Springs band) have recently written the Governor asking that compacts be renegotiated to allow even more slots. Incidentally, the existing compacts allow each tribe to have two casinos.

The casino Environmental Assessment (EA) states that the "hotel and casino complex" will occupy 381,250 square feet. That's about seven times the size of the average full size supermarket, about four times the size of the Home Depot planned for Placerville Drive and about three times the size of the Wal-Mart that just opened on Missouri Flat Road. This size estimate includes a 250 room five story hotel, but does not include the "five level parking structure" for 3,000 cars. The casino complex would be the second largest building ever in El Dorado County (the largest is the Cable Data building in the El Dorado Hills business park). The EA states that the casino structure itself will be 115 feet tall, making it the tallest building in the County. The project will cover 29 acres of land with impervious surfaces.

The Rancheria does not have sufficient water supply to serve a casino, so the casino operators plan to either haul in 25 truck loads a day of water, a practice deemed unacceptable by the State Department of Health Services except for emergencies, or to use potable water from the El Dorado Irrigation District (EID) which would be illegal because the terms of the Rancheria's annexation into the EID service area stipulates that EID water deliveries can only be used for residential purposes.

This part of the County is notorious for not "perking" and thus is generally unable to have septic systems. The casino plans to use a high tech waste water treatment system,

those agreements, our calculations show that if the Shingle Springs Band were to pay at the same rate per square foot as the Rumsey Band agreed to pay Yolo County, then they would pay El Dorado County an initial payment of \$7 million plus \$7.2 million annually. If the Shingle Springs Band were to pay at the same rate per square foot as the Enterprise Rancheria agreed to pay Yuba County, then they would pay El Dorado County an initial payment of \$1.75 million plus \$12.5 million annually. The situations in Yolo, Yuba and El Dorado Counties are obviously not all identical. However, the Yolo and Yuba County examples are graphic evidence of the magnitude of the true costs imposed on a community by a casino.

It is clear to us that our constituents are correct: the proposed casino will significantly degrade the quality of life for every resident of El Dorado County. The Board is committed to preventing this loss. This will be an expensive and difficult fight, but once a casino of this magnitude goes in, the battle is lost and County residents will suffer the unfortunate consequences forever. We have challenged the federal government's approval of the tribe's casino Development and Management Agreement with Lakes Entertainment and its partner in federal court on a number of grounds. We feel that the federal government gave the County short shrift by minimizing or ignoring the serious environmental impacts of the casino, and by not imposing any substantial mitigation measures to alleviate those impacts. Under federal law, gaming is only permitted by a federally recognized "Indian tribe" and only on "Indian lands," that is, land held in trust for an Indian tribe. Records from the Bureau of Indian Affairs disclose that the two unrelated groups of Indians from Sutter and Sacramento Counties, jointly referred to at that time as the "Sacramento Verona Band of Homeless Indians" for administrative convenience, never functioned historically as a tribe, never had any historic relationship with El Dorado County, and were never formally or properly "recognized" by the federal government as an "Indian tribe." The land purchased for them in 1920, which was never the homeland of any Indians and which was never even occupied by the descendants of the Sacramento-Verona group until 1980, was not taken into trust and therefore does not qualify as "Indian lands." The County has also sued Caltrans for failing to follow CEQA in approving the interchange that will destroy the remaining capacity of Highway 50. This litigation is the only way available to us to stop the casino and halt this assault on the El Dorado County way of life. The fight will be expensive, and it is always difficult to predict the outcome of lawsuits, but we believe that our position in the litigation is fully supported by the facts and the law. It would be tragic to do nothing, and afterwards look back and realize the extent of the disaster that had hit the County.

The Governor has stated that he would like to re-negotiate the compact between the 61 gambling tribes and the State, to allow even more slot machines than before, and to require the tribes to mitigate the negative effects of their casinos on the local jurisdictions where they are located. The Governor appears motivated to increase the number of slot machines in return for payments from the tribes to the State to solve the

El Dorado, County Recorder William Schultz Co Recorder Office DOC- 2018-0047623-00

Check Number 4375-4376

Monday, DEC 17, 2018 14:03:42

Rcpt # 0001979296 Ttl Pd \$116.00 JLR/C1/1-9

Recording Requested by: Wopumnes Nisenan-Mewuk Tribe of El Dorado County

WHEN RECORDED MAIL TO:

Wopumnes Nisenan-Mewuk Tribe P.O. Box 1712 Shingle Springs, CA 95682 Attention: Erin Young

APN: 077-431-14

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of bearing. 2018 by and between HOMEOWNER, JANICE EPPINGER, ("Grantor"), and THE WOPUMNES NISENAN-MEWUK TRIBE OF EL DORADO COUNTY, a 1934 IRA Unicorporated Tribe [25 CFR Part 83.12] of El Dorado County ("Grantee").

RECITALS

- Grantor is the current owner of that certain real property located in the County Á. of El Dorado, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Subject Property").
- B. Grantee, the indigenous 1851 Treaty Tribe of El Dorado County, the Wopumnes, has requested a permanent easement in, over, across and through those certain and limited portions of the Subject Property described and depicted on Exhibit "B" attached hereto and incorporated herein by this reference (the "Easement Area") for the Easement Facilities and Easement Uses (as those terms are defined in Section 1 below).
- C. Grantor, has been shown evidence that representatives of the Wopumnes Tribal Council, possessing BIA Issued "Miwok" Identification, are traceable to El Dorado County history and sacred sites, and is willing to grant such easement upon the terms and conditions set forth below.

D. Grantor or any subsequent owner of the Subject Property is hereafter referred to as the "Home Owner", and Grantee and its successors and assigns are hereafter referred to as the "Tribe".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

- 1. Grant of Easement. Grantor hereby grants to Grantee an easement in, over, across and through the Easement Area for the purposes of preservation of the Wopumnes of El Dorado County, Native American, sacred site activities which may include but is not limited to: periodic inspection, maintenance and cultivation of the vegetative landscape, further environmental, biological and archaeological study (as described in previous study "Newtown Draft Final ASR, Figures, & Appendices" referred Newtown 2 referred to in this Agreement as the "Easement Facilities") and to conduct Tribal Ceremonies. The foregoing purposes are collectively referred to herein as the "Easement Uses".
- 2. Term. This Agreement shall continue in full force and effect from the date of recordation of this Agreement in perpetuity, unless this Agreement is amended, modified or terminated by an agreement executed, acknowledged and recorded by the Homeowner and Tribe.
- 3. Preservation: Tribal Ceremonies, Landscape Maintenance and Site Studies 3.1 Tribe shall notify Homeowner and receive sign-off prior to making any Alteration of the Landscape or removing artifacts from the property. The Tribe shall periodically make pedestrian site surveys, hold Tribal Ceremonies and conduct non-invasive biological and historical studies at the Easement Facilities. The Tribe, will provide the Homeowner with a list of Tribal Members who may visit the property. Upon entry to the property, the visiting Wopumnes Tribal members will provide the Homeowner with BIA and Tribal Issued Native American or State Identification prior to entering the premises and in the normal course of business inspect and maintain the Easement Facilities to cultivate and preserve the safe, lawful and reasonable operation of such Easement Facilities. All costs and expenses for such Ceremonial inspection, maintenance and the study resources of the Easement Facilities beyond the current condition of the Easement Facilities shall be borne solely by the Tribe. The Tribe shall give the Homeowner at least fourteen (14) days prior written notice of any Ceremonial Events of more than four people lasting more than one hour, Landscape Maintenance or Alteration, or potential XPI Studies of the Easement Facilities or on the Easement Area except in the event of a bona fide emergency, in which event whatever notice is reasonable under the circumstances shall be given. Any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area by the Tribe shall be performed in a manner which, to the extent reasonable under the then existing circumstances, minimizes disruption to the Subject Property and Homeowners's operations on the Subject Property.

- 3.2 By Homeowner. If, at any time, the Tribe should fail to perform any of its obligations under Section 3.1 above, then the Homeowner shall provide the Tribe with written notice thereof. The Tribe shall thereafter use reasonable efforts to cure any such failure within fourteen (14) days of the Tribes's receipt of such notice. If the Tribe fails to cure any such failure within such fourteen (14) day time period, then the Homeowner shall have the right, but not the obligation, to immediately inspect, maintain, repair, reconstruct and replace the Easement Facilities pursuant to this Section 3.2 to insure the safe, lawful and reasonable operation of such Easement Facilities; provided, however, if such cure is one that will reasonably require more than fourteen (14) days to cure, the Homeowner shall not have the right to inspect, maintain, repair, reconstruct and replace the Easement Facilities if the Tribe commences cure within such fourteen (14) day period and diligently prosecutes the cure to completion within a reasonable period. Within thirty (30) days of written request, the Tribe shall reimburse the Homeowner for any costs and expenses incurred by the Homeowner in inspecting, maintaining, repairing, reconstructing and replacing any portion of the Easement Facilities and Easement Area pursuant to this Section 3.2. In the event the Tribe fails to reimburse any such costs and expenses within such thirty (30) day period, from and after such period the Tribe shall additionally be obligated to pay the Homeowner interest on any unreimbursed costs and expenses in the amount of ten percent (10%) per annum.
- 4. Damage to easement Area or Subject Property. If the Tribe should damage or destroy any portion of the Easement Area or Subject Property, the Tribe shall, at the election of the Homeowner, either (a) repair, reconstruct or replace such damaged or destroyed portion of the Easement Area or Subject Property (at the Tribes's sole cost and expense) or (b) reimburse such party upon demand for all reasonable costs and expenses actually incurred by such party in repairing, reconstructing or replacing such damaged portion of the Easement Area or Subject Property, as applicable.

5. Covenants

the Easement Area and Subject Property free and clear of all design professional's mechanic's or materialmen's liens which may arise out of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair of maintenance on the Easement Area or of the Easement Facilities or out of the Easement Uses or any other activities or work on the Easement Area or Easement Facilities. To the extent any such liens are recorded against the Subject Property or any part thereof, the Table 2011.

recorded against the Subject Property or any part thereof, the Tribe shall cause such lien to be released and removed within fifteen (15) days of knowledge or being served notice of such filing and/or recording,

- 3.2 By Homeowner. If, at any time, the Tribe should fail to perform any of its obligations under Section 3.1 above, then the Homeowner shall provide the Tribe with written notice thereof. The Tribe shall thereafter use reasonable efforts to cure any such failure within fourteen (14) days of the Tribes's receipt of such notice. If the Tribe fails to cure any such failure within such fourteen (14) day time period, then the Homeowner shall have the right, but not the obligation, to immediately inspect, maintain, repair, reconstruct and replace the Easement Facilities pursuant to this Section 3.2 to insure the safe, lawful and reasonable operation of such Easement Facilities; provided, however, if such cure is one that will reasonably require more than fourteen (14) days to cure, the Homeowner shall not have the right to inspect, maintain, repair, reconstruct and replace the Easement Facilities if the Tribe commences cure within such fourteen (14) day period and diligently prosecutes the cure to completion within a reasonable period. Within thirty (30) days of written request, the Tribe shall reimburse the Homeowner for any costs and expenses incurred by the Homeowner in inspecting, maintaining, repairing, reconstructing and replacing any portion of the Easement Facilities and Easement Area pursuant to this Section 3.2. In the event the Tribe fails to reimburse any such costs and expenses within such thirty (30) day period, from and after such period the Tribe shall additionally be obligated to pay the Homeowner interest on any unreimbursed costs and expenses in the amount of ten percent (10%) per annum.
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 - (b) reimburse such party upon demand for all reasonable costs and expenses actually incurred by such party in repairing, reconstructing or replacing such damaged portion of the Easement Area or Subject Property, as applicable.

5. Covenants

5.1 Mechanic's Liens and Removal of Liens. The Tribe shall keep the Easement Area and Subject Property free and clear of all design professional's mechanic's or materialmen's liens which may arise out of any

professional's mechanic's or materialmen's liens which may arise out of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair of maintenance on the Easement Area or of the Easement Facilities or out of the Easement Uses or any other activities or work on the Easement Area or Easement Facilities. To the extent any such liens are recorded against the Subject Property or any part thereof, the Tribe shall cause such lien to be released and removed within fifteen (15) days of knowledge or being served notice of such filing and/or recording,

either by satisfaction or by the posting of a release bond in the amount required by statute

- 5.2 Insurance. At all times during the term of this Agreement the Tribe shall maintain liability insurance for Tribal Members and personnel who may be working the property. The Tribe agrees to provide the Homeowner with a list of Tribal Members who may visit the property. The Tribe agrees to name the Homeowner as additional insured up to a limit of \$1,000,000 per occurrence. The Tribe shall provide that the Homeowner will receive thirty (30) days written notice from the insurer prior to cancellation of coverage.
- 5.3 Indemnification. The Tribe agrees to indemnify, defend and hold the Homeowner and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, mortgagees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind or nature whatsoever (including, without limitation, attorney's fees) by reason of property damage, death or injury to persons arising from or relating to the indemnifying party's laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area.
- 6. Notices. Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

Homeowner
Address P.O.Box 2537

Placerville, CA
Attention: Tanice Eppinger

If to Grantee:

The Wopumnes Nisenan-Mewuk Tribe of

El Dorado County

Cultural Preservation

P.O. Box 1712

Shingle Springs, CA 95682

Attention: Erin Young

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for in this Section 6.

- 7. Binding Effect and Governing Law. This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land of the Subject Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is made with the intent of satisfying Section 1468 of the California Civil Code. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 8. Entire Agreement. This Agreement, including the recitals and Exhibits "A" and "B" attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the grant of easement hereunder.
- 9. Amendments. Subject to Section 7 above, this Agreement may be amended, modified or supplemented only by a written document executed by all of the parties hereto (or their successors and assigns).
- 10. Mortgagee Protection. No violation or breach of the terms and conditions of this Agreement shall affect or impair the liens or security rights of the holder of a Mortgage (as hereafter defined) given in good faith and for value which is now or in the future recorded against the Subject Property; provided, however, that any such mortgagee shall be obligated to comply with any nondisturbance, recognition, attornment or similar agreement that it executes. With respect to any Mortgage recorded against the Subject Property subsequent to the recording of this Agreement such mortgagee or any purchaser at a foreclosure sale resulting from such mortgage or other party taking title to the Subject Property shall take subject to this Agreement and the terms and conditions set forth herein. The term "Mortgage" shall mean any recorded mortgage or deed of trust encumbering the Subject Property.
- 11. No Third Party Beneficiaries. This Agreement is only for the benefit of the parties hereto and their successors and assigns as set forth in Section 7 above. Except as set forth in Section 5.3, no other person or entity or property shall be entitle to rely hereon, receive any benefit herefrom or enforce any provision hereof against any party hereto (or their respective successors assigns).
- 12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have executed this Easement Agreement as of the date first above written.

"GRA	NT	OR	77
UNA		UK	1

Address P.D. BOX 2537 Placerville A 95067 Homeowner

By: Janice Eppinger

By: Janice Eppinger

"GRANTEE"

WOPUMNES NISENAN-MEWUK TRIBE OF **EL DORDADO COUNTY** (A 1934 IRA UNICORPORATED TRIBE)

Approved as to Form

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of El Donado) _ Notary Public	
On_ 12-17-2018 before me, -	- 1. MCCarty	
Date	Here Insert Name and Tive of the Officer	
	pinger	
porsonary appeared	Name(s) of Signer(s)	
subscribed to the within instrument and acknow	ry evidence to be the person(s) whose name(s) (s) are wiledged to me that he sharpey executed the same in his he their signature(s) on the instrument the person(s), acted, executed the instrument.	
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
T. MCCARTY Notery Public California	WITNESS my frand and official seal.	
Notary Public - California El Dorado County	Signature	
Commission # 2155408 My Comm. Expires May, 30, 2020	Signature of Notary Public	
Place Notary Seal Above		
	PTIONAL ————————————————————————————————————	
Though this section is optional, completing th	is information can deter alteration of the document or his form to an unintended document.	
Description of Attached Document Title or Type of Document: Fashment ac Number of Pages: Signer(s) Other Th	Ale mont Document Date: 13-17-2018 Tan Named Above: None	
Capacity(ies) Claimed by Signer(s) - Signer's Name: JUNIU EDPINGER	Signer's Name:	
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):	
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General	
⊠Individual □ Attorney in Fact	☐ Individual ☐ Attorney in Fact	
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator	
Other:	Other:	
Signer Is Representing: Sell	Signer Is Representing:	

EXHIBIT "A"To Essement Agreement

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

All that certain real property located in the City of Placerville, County of El Dorado, State of California, described as:

Assessor's Plat map 077-43, PM 4/92/1 (Parcel 1 of Book 4 of Parcel Maps, Page 92), El Dorado County Records, 077-431-14 (11.88 acres).

Easement Description:

Easement to Wopumnes is approximately 5 acres beginning at the furthest South West Corner of the parcel following Newtown Road to the furthest South East Corner to include Newtown 2 and the pig barn. Shaded area on map Exhibit B.

