

## Summary Responses to Questions Posed by Community September 25, 2017

Guiding Points for Ad hoc Subcommittee of the Santa Barbara County Board of Supervisors in development of proposed agreement:

- Build on the early work of previous Ad Hoc Subcommittee and Tribe in the public process
- Recognize Tribal sovereignty and self-governance
- Recognize need for Tribal housing
- Recognize critical services provided by County and Tribe
- Protect the rural character of the Santa Ynez Valley
- Provide greater certainty regarding development and timing
- Establish strong model for government-to-government relations
- Address fiscal and environmental impacts

### KEY ISSUE AREAS

The Final EA (May 2014) provides for land use terms, best practices for environmental protection and a mitigation-monitoring plan as Appendix C. For reference, below are excerpts from the Final EA as well as the proposed agreement pertaining to multiple questions posed by the community at the meeting of September 25, 2017 as well as subsequent written comments.

### LAND USE

### NO GAMING

Final EA, sec. 2.3, p. 2-13: “No gaming would occur on the subject property.”

Gaming is also specifically referenced and disallowed within H.R. 1491. Per H.R. 1491 Section 3. REAFFIRMATION OF STATUS AND ACTIONS (g) RESTRICTED USE OF TRANSFERRED LAND states “The Tribe may not conduct, on the land described in this subsection (b) taken into trust for the Tribe pursuant to this Act, gaming activities –

(1)As a matter of claimed or inherent authority (2) under any Federal law including the Indian Gaming Regulatory Act (25 U.S.C. 2701 et seq.) and regulations promulgated by the Secretary or the National Indian Gaming Commission under that Act.”

The following chart summarizes the land uses for Camp 4 Alternative B:

Table 2-1

Summary of Land Use Alternative B

<b>Project Components</b>	<b>Alternative B</b>
Land Taken into Trust	1,433 ± acres
Residential Development	143 one-acre lots (194 acres)
Designated Tribal Land Uses	206 acres of Agriculture (existing and future), 869 acres of Open Space/Recreational – General/Trails, and 30 acres of Special Purpose Zone – Tribal Facilities 98 acres of Resource Management Zone – Riparian Corridors 33 acres of Resource Management Zone – Oak Woodland, and 3 acres of Special Purpose Zone – Utilities
Water Source	Groundwater/Recycled Water
Wastewater Treatment	Onsite WWTP

Analytical Environmental Services  
May 2014  
Chumash Camp 4 Fee-to-Trust  
Final Environmental Assessment

## LAND USE GENERAL

As referenced in Section IV of the Agreement, “The Tribe shall comply with the Final EA, FONSI, and Alternative B as referenced on page 2-3, pages 2-12 to 2-16 and Table 2-2 on page 2-15 of the Final EA as adopted May of 2014, including, without limitation:

- a) No buildings on Camp 4 within 985 feet of State Highway 154; and
- b) All required mitigation measures in the FONSI and Final EA shall be implemented as required by each phase of the Project.

In addition, compliance with the FONSI and Final EA shall not preclude all forms of solar energy on Camp 4, including, without limitation, solar photovoltaics and water heating. However, all forms of solar energy are prohibited on Camp 4 within 985 feet of State Highway 154”.

## WATER

The Final EA adopted for the Camp 4 project contained a mitigation plan for water usage. The following provides a summary of key aspects of water use on Camp 4 for adopted Alternative B.

### NO EXPORTING OF WATER; WATER ONLY FOR APPROVED PROJECT

#### Water Calculations:

Current water use: 256 AFY to irrigate existing vineyard

Project water demand:

84 AFY residential/tribal facilities

206 AFY for vineyard irrigation (represents 50 AFY less reduction in water for reducing 50 acres of vineyard)

(34 AFY) less savings for recycled water

0 AFY No Net increase in water use

#### **Tribal Resolution 930B (Attached), Exhibit F to FONSI:**

206 Acre-Foot per Year (AFY) for Vineyard Irrigation;

36 AFY for Residential Indoor Use;  
14 AFY for Residential Landscaping Irrigation;  
32 AFY for Residential Lawn Irrigation;  
2 AFY for Tribal Office Complex Indoor Use;  
Total Water Needs = 290 AFY  
Recycled Water Use (90% of 38 AFY for Indoor Use) = -34 AFY  
Ground Water Use (Total Water Needs less Recycled Water Use) = 256 AFY  
Existing groundwater Use = 256 AFY  
Net groundwater Water Use Increase = 0 AFY

Final EA, p. 2-4: "Development of the site would include domestic water connections."

Final EA, p. 2.2.2, p. 2-4: "New domestic water connections would also be constructed to support the residences."

Final EA, 2.2.5, p. 2-7: "Inspection of water supply system by U.S. Environmental Protection Agency (USEPA)."

Final EA 2.3, p. 2-13: "... new domestic water connections would also be constructed to support the residences."

## **LIMITATIONS ON COMMERCIAL**

The following provides further references in the Final EA, which provide for the land uses on Camp 4 pertaining to limitations on commercial:

Final EA Section 2.5, p. 2-19

Alternative B would involve the construction of a similar residential development of reduced intensity compared to Alternative A. The visual character of both alternatives would be compatible with the neighboring East Baseline/Rancho Estates.

Final EA Section 4.1.11, p. 4-33

The proposed tribal housing development on Parcels 2, 3, and 4 would be similar in nature to existing low density, rural residential development scattered across the landscape of the Santa Ynez Valley.

## **NET DECREASE IN COMMERCIAL AS NO WINERY PLANNED FOR APPROVED PROJECT**

Final EA Section 4.4.8, p. 4-68

Alternatives A and B would not result in changes to surrounding land use patterns; therefore, any changes would be attributable to County policies only. The approved and pending projects that would occur in the Santa Ynez Valley include residential, commercial, hospitality, and agriculture/agriculture-related land uses (vineyards/wineries)

Final EA Section 2.2.3, p. 2-6

The vineyard is currently in operation and includes a storage reservoir, existing access roadways, and a processing/shipping area. No winemaking facilities are currently located on the project site, and there are no plans to develop a winery on the project site.

Appendix N of the Final EA, which shows all the potential uses of Camp 4 as proposed by the Tribe, indicates there are no designated commercial land uses outside of ag commercial for vineyard production.

## **PROVISION OF OPEN SPACE**

Final EA Section 4.1.1, p. 4-1

As referenced in in Section 2.2 of the Final EA, no construction activities would occur on Parcel 5, and minimal construction would occur on Parcel 1. The current agricultural and grazing uses would be maintained on these parcels with the exception of 53 acres on Parcel 1, of which 3 acres would be developed into a wastewater treatment plant (WWTP) and the vineyard would be reduced by approximately 50 acres to add additional open space.

Final EA Section 2.3, p. 2-13

With the decrease in residential development intensity, Alternative B would increase open space and recreational land uses from 300 acres under Alternative A to 869 acres under Alternative B.

## **NO STRUCTURES WITHIN 985 FEET OF HIGHWAY 154**

Final EA Section 4.1.12, p. 4-34

The proposed tribal housing community and passive/equestrian trails would be separated from SR-154 by a 985-ft wide-open space zone that would not be developed; therefore, no development on the project site would be positioned within the view shed of SR-154.

Final EA Section 2.2.3, p. 2-6

The open space/recreational area adjacent to State Route (SR) 154 would be utilized as a view shed protection zone.

## **HOUSE SIZE**

Final EA 2.2, p. 2-4: “Single family detached houses of varying sizes ranging from 3,000 to 5,000 square feet.”

Final EA Section 2.2, p. 2-12: “At least 75 percent of the residences built will be single story to minimize visual effects.”

Final EA Section 2.2.2, p. 2-4: “All residential structures would be designed to be compatible with surrounding residential structures ...”

## **TRIBAL FACILITIES FOR MEETING HALL/EMPLOYEES AND EVENTS/GOVERNMENT FACILITY**

Final EA Section 2.3, 2-13

Approximately 30 acres of the project site would be reserved for approximately 12,042 square feet of tribal facilities.

The tribal facilities would include development of a meeting hall, private offices, general office space, conference room, break room and kitchen, and associated circulation and miscellaneous spaces (lobby, bathrooms, reception, storage, etc.). These facilities would be open to tribal members and their guests for tribal events, functions, and ceremonies. The facilities would also be open to tribal

residents of the site as a gathering place for socializing and recreation with capacity to accommodate up to approximately 400 attendees plus vendors. No gaming would occur on the subject property. It is anticipated that the tribal development would include office space for up to 40 tribal employees and result in up to 100 events per year being held at the facilities. Approximately 250 parking spaces would be provided for the facilities. The visual character and design of the tribal facilities would be similar to that of structures on nearby farms and ranches.

Final EA, 4.2.8, p. 4-47: “The tribal facilities would be positioned at the center of the project site, thereby creating a buffer between the facilities and surrounding ... uses.”

Final EA, 4.2.12, p. 4-53: “...Tribal facilities positioned at center of project site, creating a visual buffer ...”

Final EA, 2.1.1, p. 2-3: “12,042 square feet of tribal facilities”

## **COMPLIANCE WITH THE SANTA YNEZ VALLEY COMMUNITY PLAN**

Pursuit of an enforceable Intergovernmental Memorandum of Agreement for “Camp 4” is consistent with the policies contained within the Santa Ynez Valley Community Plan.

Specifically Policy LUC-SYV- 6 indicates, the County shall oppose the loss of jurisdictional authority over land within the plan area where the intended use is inconsistent with the goals and polices and development standards of the Plan or in the absence of a satisfactory enforceable agreement. In addition, Action LUG-SYCV-6.1 indicates, the County shall pursue legally enforceable government-to-government agreements with entities seeking to obtain jurisdiction over land within the Plans Ares to encourage compatibility with the surrounding area and mitigate environmental and financial impacts to the County.

## **TERM**

During the public Ad Hoc Subcommittee process, the term of the agreement was a key item discussed. Two primary options were discussed. The County originally requested the term of the agreement be consistent with the Tribe’s State Gaming

Compact until the year 2040 and then renew with future Compacts. The Tribe requested that the agreement be coterminous with the State Gaming Compact and have a reopener if the Tribe lost gaming exclusivity. After thorough discussions, the County and the Tribe agreed on a term ending on December 31, 2040 without a reopener for loss of gaming exclusivity.

The agreement also contains provisions for mutually agreed upon reopeners during the term of the agreement.

After 2040, in the absence of another agreement, the Tribe will have flexibility to pursue other projects for the site.

### **WAIVER**

The complete waiver of sovereign immunity has been released with the full agreement for the Board of Supervisors Set Hearing of October 3, 2017. These materials were distributed on Thursday, September 28th.

In order for any agreement to be enforceable by the County, the Tribe must provide an express waiver of sovereign immunity. Therefore, securing a waiver was directed by the Board of Supervisors in the initiation of the original Ad Hoc Subcommittee process in August 2015 and identified by the Board and the Ad Hoc Subcommittee as foundational to the County and the Tribe moving forward on an agreement.

The waiver of sovereign immunity was the subject of discussions at multiple public Ad Hoc Subcommittee meetings from August 2015 to March 2016. Then, on March 15, 2016, the Board of Supervisors directed County Counsel to work with the Tribe to develop waiver of sovereign immunity language that was appropriate for the County. On August 30, 2016, the Board of Supervisors received a report on the waiver of sovereign immunity and separately approved a contract for law enforcement services with the Tribe that included this waiver. The waiver of sovereign immunity language provided within this agreement is consistent with the terms of the previously approved law enforcement contract with the Tribe.

This specific term was reviewed in public at several Ad Hoc Subcommittee meetings and ultimately agreed to at the September 2016 meeting of the Ad Hoc Subcommittee and the Tribe.



In the waiver, the Tribe has expressly, and irrevocably, waived for the term of this agreement its right to assert immunity from suit and enforcement and execution of any ensuing judgment or award and has consented to be sued in the federal and state courts for issues that may arise solely under the agreement. There are no third-party beneficiaries to the waiver.

## MITIGATIONS

### Fiscal

The \$178,500 amount is a negotiated settlement amount. The Tribe and the County have differing perspectives on cost calculations for fiscal mitigations. A variety of fiscal models were explored by the Tribe and the County to reconcile impacts of Camp 4 development and related service delivery costs. Both the County and the Tribe recognized that each government provides an array of critical services and incurs certain costs for the delivery of those services. As noted in Section III of the Agreement, “Parties acknowledge that development of the Camp 4 property may, in some cases, result in impacts and costs to the County.”

In addition to fiscal mitigation, the Tribe must provide for on-site and offsite infrastructure improvement to address the impacts of the development. Per the Mitigation Monitoring and Enforcement (MM) Plan referenced in Exhibit C of the Final EA:

- *The Tribe shall construct public transportation stops on Baseline Road east of SR-154.*
- *The Tribe shall pay 23.2 percent for Alternative B for the development of a roundabout being installed by Caltrans at SR 246 at AR 154 (MM, p. 13)*
- *To maintain an acceptable level of service on the highway segments SR-154 North of Edison Street and SR-154 South of SR 246-Armour Ranch Road, the Tribe shall pay a fair share contribution, as indicated in Table 5.7-1 in Section 5.0 for the development of either roundabouts or signalization of specified intersections as determined by Caltrans. (MM, p. 13)*
- *To maintain an acceptable level of service on the highway segments SR-246, the Tribe shall pay a fair share contribution, as indicated in Table 5.7-1 in Section 5.0 for the development of either roundabouts or signalization of specified intersections as determined by Caltrans. (MM, p. 13)*

## **Support of H.R. 1491**

Supporting H.R. 1491 allows the County to have the agreement referenced in the federal legislation so Congress and the Department of the Interior officials have notice that a local agreement exists and the Tribe has waived its sovereign immunity with respect to it.

H.R. 1491 states that it is to reaffirm trust status of the Camp 4 property and to *dismiss the appeals relating to the fee-to-trust acquisition of approximately 1,427.28 acres . . . .*

Note that an enforceable local agreement protects County interests and does not impair the rights of citizens to go forward with litigation. A Supreme Court case will be heard in November and likely decided early in 2018. It is the Supreme Court and federal courts hearing Camp 4 litigation, not the County, that will determine any issue related to community litigation proceeding. If community litigation may not proceed, the County will nonetheless have an agreement in place to protect County and community interests.

## **PUBLIC PROCESS**

As of the public meeting of September 25, 2017, the full agreement was not complete. The goal of the Ad Hoc Subcommittee was to provide information at the earliest opportunity after the parties had reached an agreement in principle. Therefore, in order to begin outreach to the community, key terms were provided which were agreed to in principle, even though the written terms were not complete. Where the terms were complete, the excerpts of critical wording from the proposed agreement were included in the power point presentation. This was the case for the Waiver of Sovereign Immunity, Term, Mitigation of Fiscal Impacts and Land Use and Code Compliance.

While not all may agree, it is the Ad Hoc Subcommittee's position that H.R. 1491 is, in fact, poised to move forward. The prior bill H.R. 1157 was delayed and ultimately died due in large part to the initiation of the Ad Hoc Subcommittee discussions with the Tribe and the expressed need by the County and the Community at large to secure time to develop an intergovernmental agreement. This timing to secure such an agreement was not open-ended. The Ad Hoc Subcommittee has been pursuing an agreement since August 2015, with the

previous Ad Hoc, and since January 2017 with the current Ad Hoc Subcommittee. The previous Ad Hoc Subcommittee met in nine (9) open, public meetings over approximately a year and a half, and negotiated many of the terms publically. In February 2017, the newly established Ad Hoc Subcommittee continued discussions on the remaining terms in meetings directly with the Tribal leadership.

A statement was also made at the meeting of September 25, 2017 regarding the timing of the posting of materials for the meeting. All materials including the agenda and the PowerPoint were posted on the public website on Friday afternoon at approximately 3:30 p.m. Subsequent materials received from the public were posted to the website on Monday September 25, 2017.

***For additional information please reference Final EA for Camp 4 (May 2014) and Exhibit C Mitigation Monitoring Enforcement Program.***